

2007 Res

102 B

132

RESOLUTION NO. 2007 - 102 (B)

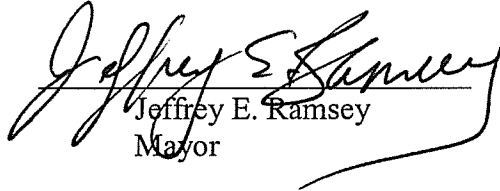
A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and payments made in error, Senior deductions and veterans deductions; and


WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of June, 2007, that refunds be made as per the attached schedule; and

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


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

SURETY LENDER SERVICES \$1149.96
3 EAST STOW RD. SUITE 101
MARLTON, N.J. 08053
BLOCK 713
LOT 3
10 GARY LANE
OVERPAYMENT TAXES

GMAC MTG. 990.33
3451 HAMMOND AVE.
ATTN: LESLIE SCHUHMACHER
WATERLOO, IA. 50704
BLOCK 516
LOT 12
33 MARBLESTONE LANE
OVERPAYMENT TAXES

MCLEAN, ROGELIO & ZOILA 1358.46
16 EMPIRE LANE
WILLINGBORO, N.J. 08046
BLOCK 805
LOT 46
16 EMPIRE LANE
OVERPAYMENT TAXES

PHILLIP & CAROL TURNER 1039.88
C/O EXECUTIVE TITLE ABSTRACT
22 SOUTH MAPLE AVE.
MARLTON, N.J. 08053
BLOCK 311
LOT 15
56 PRIMROSE LANE
OVERPAYMENT TAXES

HELENE K. TARR 1051.54
C/O ELTG. LLC
921 EAST FORT AVE., SUITE 215
BALTIMORE, MD. 21230
BLOCK 619
LOT 7
20 HEWLET LANE
OVERPAYMENT TAXES

LONNIE T. WARD 1236.72
C/O TRINITY INS. ABSTRACT
4350 HADDONFIELD RD.
PENNSAUKEN, N.J. 08109
BLOCK 524
LOT 15
50 MADESTONE LANE
OVERPAYMENT TAXES

SILVESTRI ASSOCIATES THE LIBRA BILDING 85 MAIN STREET SUITE 305 HACKENSACK, N.J. 07601 BLOCK 831 LOT 12 238 EVERGREEN DRIVE OVERPAYMENT TAXES	\$1087.46
GATEWAY TITLE AGENCY 281 MAIN ST. WOODBIDGE, N.J. 07095 BLOCK 709 LOT 9 34 GARLAND LANE OVERPAYMENT TAXES	1248.38
FIRST AMERICAN REAL ESTATE TAX SERVICE C/O FIRST FRANKLIN PO BOX 961220 FT. WORTH, TX. 76161-9918 BLOCK 725 LOT 13 20 GARNER LANE OVERPAYMENT TAXES	2632.60
FIRST AMERICAN REAL ESTATE TAX SERVICE 95 METHODIST HILL DRIVE, SUITE 100 ROCHESTER, NEW YORK 14623 BLOCK 621 LOT 22 72 HENDERSON LANE OVERPAYMENT TAXES	1137.01
CHASE DEFAULT ANALYSIS & RECOVERY OH4-7340 ATTN: LESLIE COLVIN 3415 VISION DRIVE COLUMBUS, OHIO 43219 BLOCK 327 LOT 12 33 PARKSIDE CIRCLE OVERPAYMENT TAXES	2235.62
JULIETTE P. KERSAINT C/O COLLEGIATE TITLE CORP. 110 MARTER AVE., SUITE 107 MOORESTOWN, N.J. 08057 BLOCK 313 LOT 14 48 PETUNIA LANE OVERPAYMENT TAXES	1424.50

CHRISTINE L. PETKA \$796.92
C/O COLLEGIATE TITLE CO.
110 MARTER AVE., SUITE 107
MOORESTOWN, N.J. 08057
BLOCK 803
LOT 26
107 ECHOHILL LANE
OVERPAYMENT TAXES

THOMAS & PEGGY GOLDEN 897.43
6 ROANOKE COURT
WILLINGBORO, N.J. 08046
BLOCK 901
LOT 174
6 ROANOKE COURT
OVERPAYMENT TAXES

RESOLUTION NO. 2007 - 103

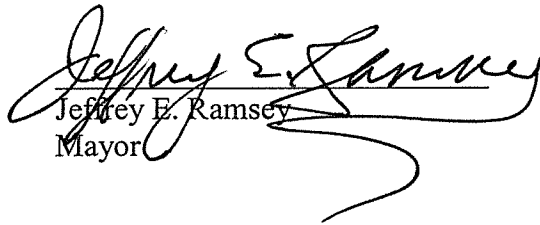
**AUTHORIZING RELEASE OF escrow balance
AT&T WIRELESS SERVICE PCS OF PHILADELPHIA, LLC
(Planning Board Applicant)**

WHEREAS, there has been a request from AT&T Wireless PCS of Philadelphia, LLC, Planning Board applicant, requesting the release of their Escrow balance; and

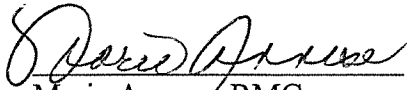
WHEREAS, an inspection has been conducted on the referenced project and it is the recommendation of the Township Engineer, in accordance with his letter dated June 7, 2007 (copy attached) that the Escrow balance (\$1,371.14 plus any accrued interest) be released contingent upon payment of all outstanding bills.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of June, 2007, that the Escrow balance established by AT&T Wireless PCS of Philadelphia, LLC be released.

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


Jeffrey E. Ramsey
Mayor

Attest:


Marie Anese, RMC
Township Clerk

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



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

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 CRAIG F. REMINGTON, P.L.S., P.P., Vice President

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

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

Remington, Vernick & Vena Engineers
 9 Allen Street
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3 Jocama Boulevard, Suite 2
 Old Bridge, NJ 08857
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Remington, Vernick & Walberg Engineers
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 Pleasantville, NJ 08232
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 (609) 645-7076 (fax)

4907 New Jersey Avenue
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 243 Route 130, Suite 200
 Bordentown, NJ 08505
 (609) 298-6017
 (609) 298-8257 (fax)

June 7, 2007

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

**Re: Township of Willingboro
 AT&T Wireless Services PCS of Philadelphia, LLC
 Block 2, Lot 7.04
 Escrow Release
 R&V #0338I019**

Dear Ms. Diggs:

At the request of the applicant; Remington & Vernick Engineers Inspection Department has conducted an inspection to the above reference project. Based upon our investigation, we recommend a release of all escrow in its entirety held with the Township of Willingboro.

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

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

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS, INC.


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

KWB/clg

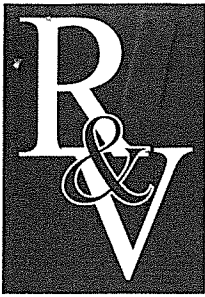
c: Eric Berry, Deputy Township Manager
 Marie Annese, Township Clerk
 Sarah Wooding, Planning Board Secretary
 AT&T Wireless c/o Michael T. Lavigne, Esq., Pitney, Hardin, Kipp & SzuchlIP
 Gregory Sullivan, P.E., P.P., C.M.E.
 Syreeta Paul
 Ray Longmore
 Hasson Shipman

T:\Transportation_Bridge\Willingboro Township\Municipal Engineering & Project Coordination\0338G003 General Engineering Corres\AT&T Escrow Release.doc

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Maile
 - All outstanding bills are signed off for payment
 - Escrow bal. #1,371.14
SAW



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

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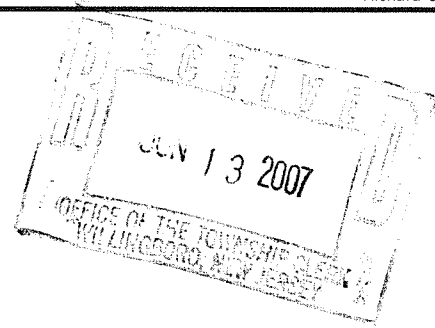
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June 7, 2007

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



**Re: Township of Willingboro
AT&T Wireless Services PCS of Philadelphia, LLC
Block 2, Lot 7.04
Escrow Release
R&V #0338I019**

Dear Ms. Diggs:

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

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

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS, INC.


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

KWB/clg

c: Eric Berry, Deputy Township Manager
Marie Annese, Township Clerk
Sarah Wooding, Planning Board Secretary
AT&T Wireless c/o Michael T. Lavigne, Esq., Pitney, Hardin, Kipp & Szuchltp
Gregory Sullivan, P.E., P.P., C.M.E.
Syreeta Paul
Ray Longmore
Hasson Shipman

T:\Transportation_Bridge\Willingboro Township\Municipal Engineering & Project Coordination\0338G003 General Engineering Corres\AT&T Escrow Release.doc

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RESOLUTION NO. 2007 - 104

**A RESOLUTION AUTHORIZING CERTIFICATE NO. 1 AND
CHANGE ORDER NO. 1 (FINAL)
FOR EMERGENCY CULVERT REPAIR – MILLCREEK PARK**

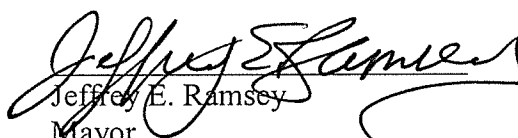
WHEREAS, Willingboro Township Council, by Resolution No. 2007 – 84 awarded a contract to Spencer V. Maussner, Inc., 35-A East Main Street, Marlton, New Jersey 08053 for an amount not to exceed \$124,153.43; and

WHEREAS, the Township Engineer's Office, Remington & Vernick, has submitted paperwork dated June 15, 2007 for Certificate No. 1 (request for payment of \$86,427.08) and Change Order No. 1 FINAL representing a **decrease of \$25,622.53** (Supplemental 0, Extra + \$7,340.00 and Reduction – \$32,962.53) representing an **adjusted contract amount of \$98,530.90**; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of June, 2007, that the above Certificate No. 1 and Change Order No. 1 (Final) are approved; and

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


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annesse, RMC
Township Clerk

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

RESOLUTION NO. 2007 - 84

**A RESOLUTION AWARDING A CONTRACT FOR
MILLCREEK PARK EMERGENCY CULVERT REPAIR**

WHEREAS, the Township Council of the Township of Willingboro authorized the Township Engineer to advertise for Request for Quotes / Request for Proposals for the above referenced project; and

WHEREAS, proposals were received; and

WHEREAS, it appears to be in the best interest of the Township to accept the proposal of **Spencer V. Maussner, Inc., 35-A East Main Street, Marlton, NJ 08053**, the amount is not to exceed **\$124,153.43**; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22nd of May, 2007, that the bid be accepted as per the attached recommendation of the Township Engineer.

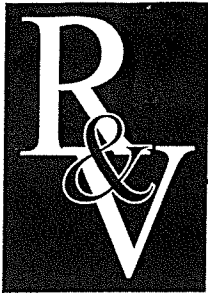
BE IT FURTHER RESOLVED, that the bids be spread upon the minutes of this meeting.

Jeffrey E. Ramsey, Mayor

Attest:

Marie Annese, RMC
Township Clerk

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



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

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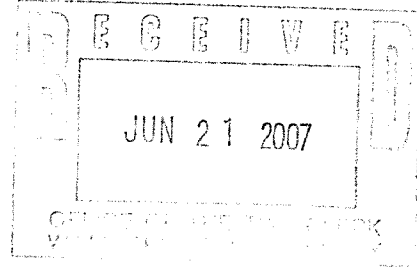
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 Bordentown, NJ 08505
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 (609) 298-8257 (fax)

June 15, 2007

Eric Berry, Deputy Township Manager
 Township of Willingboro
 Municipal Complex
 1 Salem Road
 Willingboro, NJ 08046



**Re: Township of Willingboro
 Millcreek Park
 Emergency Culvert Repair
 Certificate #1 Recommendation
 Change Order #1 FINAL Recommendation
 RV&A #03381022**

Dear Mr. Berry:

Enclosed please find one (1) original and one (1) copy of Certificate No. 1 along with the contractor's voucher for payment in connection with the above referenced project.

Also enclosed, please find four (4) original signed copies of Change Order No. 1 FINAL for your review and approval. Upon execution, please retain one (1) original copy and send the remaining three (3) originally signed copies to our office for further distribution.

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

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS, INC.

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

KWB/clg

Enclosure(s)

c: Joanne Diggs, Acting Twp. Manager
 Marie Annese, Twp. Clerk
 Spencer V. Maussner, Inc.
 Gregory J. Sullivan, P.E., P.P., C.M.E.

T:WillingboroMillcreek Parklct #1 FINAL.doc

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WILLINGBORO TOWNSHIP

ONE SALEM ROAD
WILLINGBORO, NJ 08046

No 22064

Pay To **Spencer V. Maussner, Inc.**

35-A East Main Street

ADDRESS **Marlton, NJ 08053**

CITY

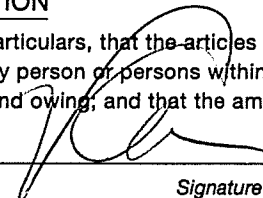
DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	Emergency Culvert Replacement – Millcreek Park:		
	Total Amount Completed to Date:		\$88,190.90
	Less 2% Retainage		\$1,763.82
	Subtotal		\$86,427.08
	Less Amount Previously Paid		\$0.00
	Amount Due This Certificate		\$86,427.08

VENDOR'S CERTIFICATION AND DECLARATION

I solemnly declare and certify under penalty of Law that the within bill is correct in all its particulars, that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing, and that the amount charged is a reasonable one.

I further certify that, as an employer with [] more than five (5) employees
 [] less than five (5) employees
 (Check either but not both)

I am an Equal Opportunity Employer and have filed the required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.



 Signature

Vice President

 Title

DEPARTMENT HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered, said certification being based on signed delivery slips or other reasonable procedures.

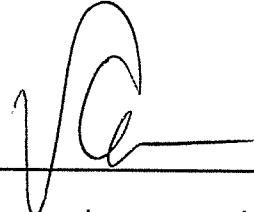
Signature _____
 Title _____

ACCOUNT CHARGED	INVOICES CHECKED AND VERIFIED	DATE PAID
 Approved for Payment	CHECK No.
 Township Manager	

PROJECT NAME: EMERGENCY STORM SEWER PIPE REPLACEMENT MILLCREEK PARK

CERTIFICATE #1

CLIENT: TOWNSHIP OF WILLINGBORO

X 

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #1	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	PRECONSTRUCTION VIDEO	1 LS	\$1,000.00	\$1,000.00	1	1	\$1,000.00
2	SOIL EROSION & SEDIMENT CONTROL MEASURES	1 LS	\$2,000.00	\$2,000.00	1	1	\$2,000.00
3	NORTH AMERICAN GREEN EROSION CONTROL BLANKET OR APPROVED EQUAL	20 SY	\$5.00	\$100.00	0	0	\$0.00
4	CLEARING SITE	1 LS	\$25,000.00	\$25,000.00	1	1	\$25,000.00
5	ROADWAY EXCAVATION, EARTH	138 CY	\$0.01	\$1.38	0	0	\$0.00
6	ROADWAY EXCAVATION, SELECT MATERIAL	320 CY	\$10.00	\$3,200.00	108	108	\$1,080.00
7	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	400 SY	\$6.00	\$2,400.00	386.65	386.65	\$2,319.90
8	COURSE AGGREGATE, SIZE #57	55 CY	\$30.00	\$1,650.00	55	55	\$1,650.00
9	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	50 TON	\$200.00	\$10,000.00	50	50	\$10,000.00
10	HOT MIX ASPHALT SURFACE COURSE, MIX I-2, 4" THICK	95 TON	\$100.00	\$9,500.00	74	74	\$7,400.00
11	TACK COAT	60 GAL	\$0.01	\$0.60	0	0	\$0.00
12	PRIME COAT	145 GAL	\$0.01	\$1.45	0	0	\$0.00
13	48" REINFORCED CONCRETE CULVERT PIPE, CLASS V	90 LF	\$125.00	\$11,250.00	56	56	\$7,000.00
14	HOT MIX ASPHALT SIDEWALK, 4" THICK	75 SY	\$50.00	\$3,750.00	75	75	\$3,750.00
15	CONCRETE HEADWALLS	30 CY	\$1,200.00	\$36,000.00	17	17	\$20,400.00
16	RIP RAP STONE, D50=6", 12" THICK	10 CY	\$50.00	\$500.00	10	10	\$500.00
17	GABIONS, 3'X3'X6' BASKETS	66 CY	\$150.00	\$9,900.00	32	32	\$4,800.00
18	RENO MATTRESS, TERERA AQUA OR APPROVED EQUAL	10 CY	\$100.00	\$1,000.00	10	10	\$1,000.00
19	TOPSOILING, 4" THICK	1300 SY	\$1.00	\$1,300.00	97	97	\$97.00

20	FERTILIZING & SEEDING, TYPE A-3	1300	SY	\$2.00	\$2,600.00	97	97	\$194.00
21	2 YEAR MAINTENANCE BOND	1	LS	\$3,000.00	\$3,000.00	0	0	\$0.00

TOTAL AMOUNT COMPLETED TO DATE	<u>\$88,190.90</u>
LESS 2% RETAINAGE	<u>\$1,763.82</u>
SUBTOTAL	<u>\$86,427.08</u>
LESS AMOUNT PREVIOUSLY PAID	<u>\$0.00</u>
AMOUNT DUE THIS CERTIFICATE	<u><u>\$86,427.08</u></u>

SUMMARY

ORIGINAL CONTRACT AMOUNT \$124,153.43
CHANGE ORDERS (ADJUSTED AMOUNTS)

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

TOTAL CHANGE ORDERS \$0.00
AMENDED CONTRACT AMOUNT **\$124,153.43**

PAYMENTS TO DATE (AMOUNT)

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

TOTAL PAYMENTS TO DATE (AMOUNT) \$0.00
AMOUNT OF THIS CERTIFICATE \$86,427.08


TOTAL AMOUNT OF WORK COMPLETED

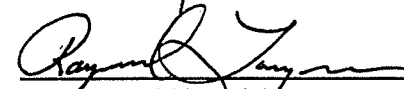
\$88,190.90


NOTICE TO PROCEED DATE

PROJECT COMPLETION DATE

01/00/00


Contract Administrator 6/5/07
Date


Remington & Vernick Inspector 6/5/07
Date


Municipal Engineer 6/12/07
Date


Remington & Vernick Engineer 6/12/07
Date

R V	REMINGTON & VERNICK ENGINEERS CHANGE ORDER #1
----------------------	--

CONTRACTOR:
 SPENCER V MAUSSNER
 35-A EAST MAIN STREET
 MARLTON, NJ 08053
 856-983-6020

06/04/07

PROJECT NAME: EMERGENCY STORM SEWER PIPE REPLACEMENT MILLCREEK PARK

PROJECT NUMBER:

CLIENT: TOWNSHIP OF WILLINGBORO


REASON FOR CHANGE:
 Adjustment to unit quantities

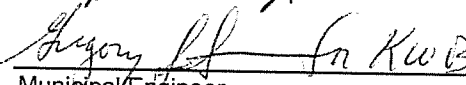
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
8E	COURSE AGGREGATE, SIZE #57	17	CY	\$30.00	\$510.00
9E	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	5	TON	\$200.00	\$1,000.00
16E	RIP RAP STONE, D50=6", 12" THICK	110	CY	\$50.00	\$5,500.00
18E	RENO MATTRESS, TERERA AQUA OR APPROVED EQUAL	3.3	CY	\$100.00	\$330.00
					\$7,340.00
REDUCTIONS					
3	NORTH AMERICAN GREEN EROSION CONTROL BLANKET OR APPROVED EQUAL	20	SY	\$5.00	\$100.00
5	ROADWAY EXCAVATION, EARTH	138	CY	\$0.01	\$1.38
6	ROADWAY EXCAVATION, SELECT MATERIAL	212	CY	\$10.00	\$2,120.00
7	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	13.35	SY	\$6.00	\$80.10
10	HOT MIX ASPHALT SURFACE COURSE, MIX I-2, 4" THICK	21	TON	\$100.00	\$2,100.00
11	TACK COAT	60	GAL	\$0.01	\$0.60
12	PRIME COAT	145	GAL	\$0.01	\$1.45
13	48" REINFORCED CONCRETE CULVERT PIPE, CLASS V	34	LF	\$125.00	\$4,250.00
15	CONCRETE HEADWALLS	13	CY	\$1,200.00	\$15,600.00
17	GABIONS, 3'X3'X6' BASKETS	34	CY	\$150.00	\$5,100.00
19	TOPSOILING, 4" THICK	1203	SY	\$1.00	\$1,203.00
20	FERTILIZING & SEEDING, TYPE A-3	1203	SY	\$2.00	\$2,406.00
					\$2,406.00
					\$32,962.53
SUPPLEMENTALS					
				\$0.00	\$0.00

	\$0.00	<u>\$0.00</u>
		\$0.00
ORIGINAL CONTRACT AMOUNT		<u>\$124,153.43</u>
+ SUPPLEMENTAL		<u>\$0.00</u>
+ EXTRA		<u>\$7,340.00</u>
- REDUCTION		<u>(\$32,962.53)</u>
ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1		<u>\$98,530.90</u>

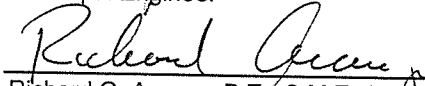
ACCEPTED BY:


 _____ 6-4-07
 ((CONTRACTOR)) / Date

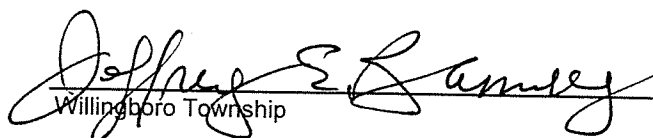

 _____ 6-5-07
 Remington & Vernick Inspector / Date


 _____ 6-5-07
 Municipal Engineer / Date

RECOMMENDED BY:


 _____ 6/12/07
 Richard G. Arango, P.E., C.M.E., Vice President / Date

APPROVED BY:


 _____ 6/28/07
 Willingboro Township / Date

RESOLUTION NO. 2007 - 105

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

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

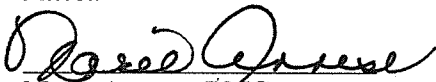
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session 26th day of June, 2007, that the Township Council makes the following findings.

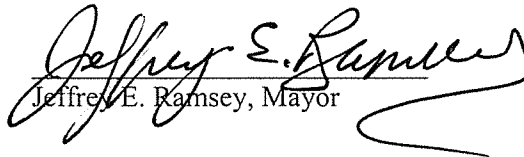
- a. The Township Council has reviewed the application and the supporting documents and finds that the submitted application is complete ; and
- b. The Officers and Directors of the applicant business are qualified to be licensed according to the standards established by Title 33 of the New Jersey Statutes Regulations promulgated thereunder, as well as pertinent local ordinances or conditions consistent with Title 33; and
- c. The business shall maintain all records required; and
- d. No officer or member of the governing board of the applicant business have been convicted of a disqualifying offense pursuant to Title 33; and
- e. It is appropriate and in the public interest to approve the renewal of a Plenary Retail Consumption License for Ruby Tuesday Inc., #0338-33-005-001, for the period July 1, 2007 through June 30, 2008; and

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

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

Attest:


Marie Annese, RMC
Township Clerk


Jeffrey E. Ramsey, Mayor

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



APR 27 2007

JON S. CORZINE
GOVERNOR

STATE OF NEW JERSEY
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF ALCOHOLIC BEVERAGE CONTROL
P.O. Box 087
TRENTON, NJ 08625-0087
PHONE: (609) 984-2830 FAX: (609) 633-6078
HTTP://WWW.NJ.GOV/LPS/ABC

STUART RABNER
ATTORNEY GENERAL

JERRY FISCHER
DIRECTOR

April 17, 2007

Dear Municipal Clerk or ABC Board Secretary:

The 2007-2008 license certificates enclosed have been prepared for issuance to retail alcoholic beverage licensees in your municipality following approval of their renewal. The information printed on each certificate is based upon ABC's records about each retail license as of April 13, 2007. If an approving resolution granting a pending license transfer was not received by ABC prior to April 13, 2007, the certificate prepared for that license will not reflect current information.

Enclosed you will find license certificates for the 2007-2008 license term. You will note the certificates have been sent to you in two separate piles. The gold border certificates are the originals and should be endorsed by you and given to the licensee. The plain white certificates are your copies and should be endorsed, dated and retained by your municipality.

Be advised that the license certificates of the inactive licensees that require relief pursuant to N.J.S.A. 33:1-12.39 are not included in this package. If a special ruling is granted by the Director, the license certificate will be sent to you with a copy of the ruling. At that time the issuing authority may consider the license for renewal.


In addition, the license certificates for conflict licenses are not included in this package. Upon receipt of the completed renewal application, and copy of their tax clearance certificate and a resolution stating that the governing body has no objection to the Director renewing the license pursuant to N.J.A.C. 13:2-4.6, the certificate will be forwarded to you.

Further, the license certificates for licensees whose licenses are indefinitely suspended due to failure to pay the retro active renewal fee for the 2003-2004 license term are not included in this package. Upon receipt of the retro active fee, petition fee and fine, the suspension order will be lifted and the certificate will then be forwarded to you.

License certificates which you endorse with the correct license name and premises information will be considered valid for use during the 2007-2008 license term. However, if the license is currently inactive, you should retain both copies of the certificate.

If you prefer to have a new certificate prepared for a particular license, fax a written request for same to Sheila Inverso of the Licensing Bureau. The fax number is (609) 292-0691.

Finally, if you are missing any license certificates please contact me at (609) 984-2810. Thank you.

Sincerely,

Joann Frascella
Executive Assistant
Licensing Bureau



Enclosures: As stated

License No: 0338-33-005-001

This License Expires 06/30/08

State of New Jersey

2007 - 2008

TOWNSHIP OF WILLINGBORO
BURLINGTON COUNTY

Pursuant to Title 33 of the New Jersey Statutes, A PLENARY RETAIL CONSUMPTION LICENSE

Is Hereby Granted To
RUBY TUESDAY INC
4366 ROUTE 130 N
WILLINGBORO, NJ 08046

This license confers all rights and privileges pertaining thereto, as set forth in Title 33 of the New Jersey Statutes, and any amendments thereof and supplements thereto, and is expressly subject to the terms, provisions, limitations, requirements and conditions set forth therein and any rules and regulations promulgated heretofore and hereafter by the Director of the Division of Alcoholic Beverage Control pursuant to Title 33 of the New Jersey Statutes. This license is further subject to the provisions of all municipal ordinances and/or resolutions pertaining thereto which have been or shall have been duly enacted under law.

Effective Date:

7 101 107

Fee Paid \$ 2500

Seal

Attest:





TOWNSHIP OF WILLINGBORO

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

June 28, 2007

Dianne M. Weiss, Executive Assistant
Department of Law & Public Safety
Division of Alcoholic Beverage Control
CN - 087
Trenton, New Jersey 08625-0087

**Re: Plenary Retail Consumption
License Renewal
Ruby Tuesday Inc.**

Dear Ms. Weiss:

Attached is a certified copy of Resolution No. 2007 - 105 adopted by Willingboro Township Council at their meeting of June 26, 2007 regarding the above. A copy of this letter along with a certified copy of the resolution will be sent to the applicant for their information and file.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

cc: Ruby Tuesday
via John Vassallo, Esq.

Rey

107
Held on
Adopted set 4

RESOLUTION NO. 2007 - 107
**A RESOLUTION PROVIDING FOR A MEETING NOT
 OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
 PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
 MEETINGS ACT, N.J.S.A. 10:4-12.**

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

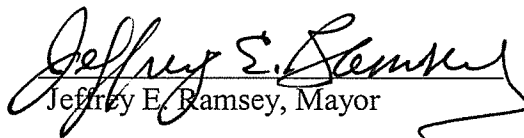
Litigation (Weiss and Village Mall-Grand Market)


Delco - Proposed Agreement Sign to be reviewed. Personnel

- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 6/26, 2007, that an Executive Session closed to the public shall be held on 6/26, 2007, at 7:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


 Jeffrey E. Ramsey, Mayor

Attest:

 Marie Annese, RMC
 Township Clerk

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

RESOLUTION NO. 2007 - 108
A RESOLUTION REJECTING BIDS SUBMITTED FOR
REHABILITATION OF OLD LIBRARY

WHEREAS, the Township Council of the Township of Willingboro requested that bids be submitted for the Rehabilitation of the Old Library; and

WHEREAS, sealed bids were received, on June 22, 2007 from the following contractors: (1) Martell Construction Co., Inc., Penns Grove, N. J. (2) J.H. Williams Enterprises, Inc., Burlington, N. J. (3) Levy Construction, Audubon, N. J. (4) Fanellie Construction Inc., Mt. Ephraim, N. J. (5) Eagle Construction, Burlington, N.J. (6) Gaul Construction Inc., Burlington, N.J. and (7) SCCI, Pennsauken, N. J; and

WHEREAS, the Township Council of the Township of Willingboro has determined that it is in its best interest to reject and return the bids unopened upon significant and material changes required to be made to the Bid Submission checklist after the notice to bidders was advertised and after a pre-bid conference was held; and

WHEREAS, it appears to be in the best interest of the Township of Willingboro to reject all bids submitted, in accordance with N.J.S.A. 40A:11-13.2, whereby a contracting unit may reject all bids; and

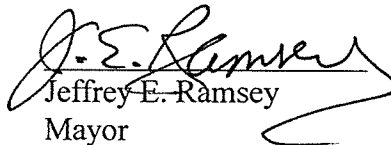
WHEREAS, and in order to preserve the integrity of the bid process all of those submitted sealed proposals were not opened, and continue to remain unopened; and


WHEREAS, the Township Clerk has certified that the sealed proposals have been retained in their originally sealed conditions and unopened, and that such certification shall be attached hereto;

WHEREAS, in order to continue to maintain the integrity of the bid process, in the event a subsequent request for proposal is advertised, the Clerk is directed to return each proposal unopened to each respective bidder.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of July, 2007, that all the requests for bids for the Old Library Rehabilitation project are hereby cancelled and /or rejected and shall be returned to the bidders unopened by the Clerk,

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the bidders for their information and attention.


Jeffrey E. Ramsey
Mayor

Attest:

Marie Annese, RMC
Township Clerk

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

CERTIFICATION

I, Marie Annese, hereby certify as follows:

1. I am the Clerk of the Township of Willingboro, Burlington County, New Jersey and am personally familiar with the facts herein.
2. I received sealed bids on June 22, 2007 from the following vendors for the rehabilitation of the Old Library for the Township of Willingboro: (1) Martell Construction Co., Inc., Penns Grove, N.J.; (2) J.H. Williams Enterprises, Inc., Burlington, N.J.; (3) Levy Construction, Audubon, N.J.; (4) Fanellie Construction Inc., Mt. Ephraim, N.J. and (5) Eagle Construction, Burlington, N.J.; (6) Gaul Construction Inc., Burlington, N.J.; and (7) SCCI, Pennsauken, N.J.
3. The Township of Willingboro has determined that it is in its best interest to reject and return the bids unopened based upon material changes required to be made to the Bid Submission checklist after the notice to bidders was advertised.
4. All bidders were subsequently made aware of the material changes that were required in the Bid Submission Checklist.
5. The sealed bids have remained sealed and will remain sealed upon their mailing to return them unopened to the vendors via U.S. Mail return receipt requested.
6. I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: July 10, 2007



Marie Annese, RMC, Clerk
Township of Willingboro

RESOLUTION NO. 2007 - 109

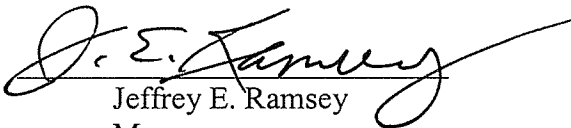
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments and veterans deductions; and

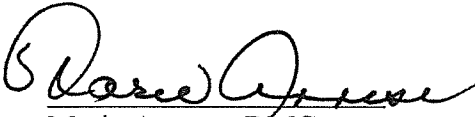
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 10th day of July, 2007, that refunds be made as per the attached schedule; and

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


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

LONNIE & LAURE BROCK 6 MEADOWBROOK PLACE WILLINGBORO, N.J. 08046 BLOCK 501 LOT 21 6 MEADOWBROOK PLACE OVERPAYMENT TAXES	\$1038.59
FIRST AMERICAN REAL ESTATE TAX SERVICE ATTN: TAX REFUNDS 1 FIRST AMERICAN WAY MAIL CODE-DFW 1-3 WESTLAKE, TX 76262 BLOCK 703 LOT 20 37 GAFFNEY LANE OVERPAYMENT TAXES	3362.19
WELLS FARGO 1 HOME CAMPUS, MAC X2502-011 DES MOINES, IA. 50328 BLOCK 133 LOT 17 10 SYLVAN LANE OVERPAYMENT TAXES	744.06
TAYLOR, CARRIE B & CARL 3 FIRESIDE COURT WILLINGBORO, N.J. 08046 BLOCK 1202 LOT 22 3 FIRESIDE COURT VETERAN DEDUCTION	250.00
INFINITY TITLE AGENCY 38 EAST MAIN ST. UNIT #2 MOORESTOWN, N.J. 08057 BLOCK 508 LOT 13 31 MAGNET LANE OVERPAYMENT TAXES	679.70
TYSHON DAVIS 213 PAGEANT LANE WILLINGBORO, N.J. 08046 BLOCK 320 LOT 10 213 PAGEANT LANE OVERPAYMENT TAXES	858.70

RESOLUTION NO. 2007 - 110

**A RESOLUTION AUTHORIZING AN ADDENDUM TO A
DATA SHARING AGREEMENT FOR GEOGRAPHIC INFORMATION
SYSTEM (GIS) DIGITAL FILES**

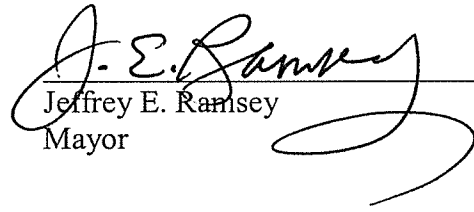
Whereas, Willingboro Township Council did, by Resolution No. 2005 – 30, dated April 5, 2005, authorize the Mayor of the Township of Willingboro to execute the GIS Date Sharing Agreement on behalf of the Township of Willingboro; and

Whereas, Willingboro Township has received a request from a vendor hired by Willingboro Township, Civil Solutions, A Division of ARH, 850 South White Horse Pike, PO Box 579, Hammonton, New Jersey 08037-2019, to have access to data to perform GIS mapping of our MS4 (municipal separate storm water) infrastructure; and


Whereas, said request is in the form of an Addendum to Master Sharing Agreement.

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro assembled in public session this 24th day of July, 2007, that the Mayor is hereby authorized to execute the Addendum on behalf of the Township of Willingboro.

Be It Further Resolved that a certified copy of this resolution shall be forwarded to the Burlington County Board of Chosen Freeholders and Civil Solutions for their information and attention.


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

WIT-2007-01

**GEOGRAPHIC INFORMATION SYSTEMS
ADDENDUM TO MASTER DATA SHARING AGREEMENT**

This addendum establishes an understanding for work to be performed in providing GIS data services to realign existing spatial data. The work is to be performed by Civil Solutions, A Division of ARH having its offices at 850 South White Horse Pike, PO Box 579, Hammonton, NJ 08037-2019 under an agreement with Willingboro Township.

All parties acknowledge that a master data sharing agreement exists between Willingboro Township and County of Burlington and agree to abide by the terms and conditions included therein with respect to work that will be performed as described in this addendum. Should Civil Solutions, A Division of ARH cease to function in any above listed capacity, this addendum shall cease and terminate as it relates to the specific terminated capacity.

It is understood by all parties and reaffirmed in accordance with the terms of the master data sharing agreement that within 30 days after completion of any projects or contracts, or termination of professional services in any listed capacity, that the digital results will be sent to the Burlington County Department of Information Technology, Geographic Information Systems Section via CD(s) at 49 Rancocas Road, Mount Holly, NJ 08060.

Willingboro Township

Jeffrey E. Ramsey

July 24, 2007
Date

Attest: David Ornes

Civil Solutions, A Division of ARH

Arnold W. Barnett
Arnold W. Barnett

7/25/07
Date

Attest: Joann Luca
Joann Luca

County of Burlington

Augustine M. Mosca
Augustine M. Mosca, County Administrator

8-1-07
Date

Attest: Sharon Montague

WIT-2007-01

**GEOGRAPHIC INFORMATION SYSTEMS
ADDENDUM TO MASTER DATA SHARING AGREEMENT**

This addendum establishes an understanding for work to be performed in providing GIS data services to realign existing spatial data. The work is to be performed by Civil Solutions, A Division of ARH having its offices at 850 South White Horse Pike, PO Box 579, Hammonton, NJ 08037-2019 under an agreement with Willingboro Township.

All parties acknowledge that a master data sharing agreement exists between Willingboro Township and County of Burlington and agree to abide by the terms and conditions included therein with respect to work that will be performed as described in this addendum. Should Civil Solutions, A Division of ARH cease to function in any above listed capacity, this addendum shall cease and terminate as it relates to the specific terminated capacity.

It is understood by all parties and reaffirmed in accordance with the terms of the master data sharing agreement that within 30 days after completion of any projects or contracts, or termination of professional services in any listed capacity, that the digital results will be sent to the Burlington County Department of Information Technology, Geographic Information Systems Section via CD(s) at 49 Rancocas Road, Mount Holly, NJ 08060.

Willingboro Township

Jeffrey E. Ramsey

July 24, 2007
Date

Attest: David [Signature]

Civil Solutions, A Division of ARH

Arnold W. Bennett

7/25/07
Date

Attest: Joann Luca

County of Burlington

Augustus M. Mosca, County Administrator

Date

Attest: _____

DISCLAIMER FOR DIGITAL FILES OBTAINED FROM DVRPC

The Delaware Valley Regional Planning Commission (DVRPC) excludes any and all implied warranties of merchantability and fitness for any digital file obtained from the Commission. No guarantees are expressed or implied as to the use or application of the digital information supplied. DVRPC assumes no responsibility to maintain them in any manner or form.

DVRPC will not be liable for and the user agrees to hold DVRPC harmless from and against any direct, indirect, special, incidental, or consequential damages arising out of the use or inability to use the material supplied, or arising out of any inaccuracy or defect in the digital information supplied.

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Recipients of DVRPC digital files will credit DVRPC as the source of the data when producing maps, publications, reports, or other documents that utilize DVRPC files.

Any questions regarding digital files may be directed to Will Stevens, GIS Manager, at (215) 238-2835, wstevens@dvrpc.org, or FAX (215) 592-9125.

I have read, understand, and agree to the terms and conditions of the preceding Disclaimer. I have the authority to obligate the following agency to the terms of this agreement.

SIGNED Joanne M. Dwyer DATE 8/8/07
TITLE Acting Township Manager
ORGANIZATION Willingboro Township

DISCLAIMER FOR DIGITAL FILES OBTAINED FROM DVRPC

The Delaware Valley Regional Planning Commission (DVRPC) excludes any and all implied warranties of merchantability and fitness for any digital file obtained from the Commission. No guarantees are expressed or implied as to the use or application of the digital information supplied. DVRPC assumes no responsibility to maintain them in any manner or form.

DVRPC will not be liable for and the user agrees to hold DVRPC harmless from and against any direct, indirect, special, incidental, or consequential damages arising out of the use or inability to use the material supplied, or arising out of any inaccuracy or defect in the digital information supplied.

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Any questions regarding digital files may be directed to Will Stevens, GIS Manager, at (215) 238-2835, wstevens@dvrpc.org, or FAX (215) 592-9125.

I have read, understand, and agree to the terms and conditions of the preceding Disclaimer. I have the authority to obligate the following agency to the terms of this agreement.

SIGNED *J. W. Powell* DATE *6/22/07*
TITLE *Senior Client Mgr*
ORGANIZATION *Civil Solutions, a Division of ARH*

To: *Wendell*

TOWNSHIP OF WILLINGBORO

Interoffice Memorandum

May 1, 2007

TO: Ms. Joanne Diggs
Acting Township Manager

FROM: Mr. Rich Brevogel
Director of Public Works

Reference: Data Sharing Agreement Addendum with Burlington County



Ms. Diggs,

Attached is a letter from the Burlington County Department of Information Technology responding to a request from a vendor hired by us to have access to data to perform GIS mapping of our MS4 (municipal separate storm sewer) infrastructure. The Township has a data sharing agreement with the county now. This allows us to use a State Contract Approved vendor to access and use the existing data to develop our infrastructure maps.

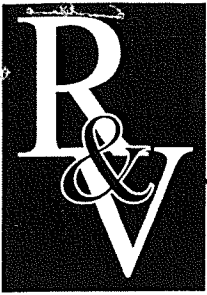
I am forwarding it to you to request it be reviewed by the Solicitor and returned so we can move forward with this project. It is part of the compliance with the Storm Water Permit.

Please let me know if I can be of anymore assistance.

Sincerely,

Richard Brevogel
Director of Public Works

A handwritten signature in black ink, followed by the date "5/1/2007".



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

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**Remington & Vernick
 Engineers**

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

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

**Remington, Vernick
 & Vena Engineers**

9 Allen Street
 Toms River, NJ 08753
 (732) 286-9220
 (732) 505-8416 (fax)

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

**Remington, Vernick
 & Walberg Engineers**

845 North Main Street
 Pleasantville, NJ 08232
 (609) 645-7110
 (609) 645-7076 (fax)

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

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 (610) 940-1161 (fax)

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 Mechanicsburg, PA 17055
 (717) 766-1775
 (717) 766-0232 (fax)

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

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

**Remington, Vernick
 & Arango Engineers**

243 Route 130, Suite 200
 Bordentown, NJ 08505
 (609) 298-6017
 (609) 298-8257 (fax)

June 21, 2007

Michael A. Armstrong, Solicitor
 Township of Willingboro
 79 Mainbridge Lane
 Willingboro, New Jersey 08046

**Re: Township of Willingboro
 Civil Solutions Inc. Agreement for GIS Mapping Services**

Dear Mr. Armstrong:

It has been brought to our attention that the Department of Public Works has engaged Civil Solutions Inc., a division Adams, Rehmann, & Heggan Engineers to provide Geographic Information Systems (GIS) data mapping services to realign the Township's existing spatial data to conform for a Storm Water Management Plan. Civil Solutions Inc., have contacted the Burlington County Department of Information Technology requesting permission to use Burlington County's GIS data in order to perform this work for the Township. The Burlington County Department of Information Technology has provided six (6) copies of a one page addendum to "Willingboro Township's Master Data Sharing Agreement" entitling Civil Solutions Inc. to use GIS data from the Burlington County Department of Information Technology's office.

It appears the Department of Public Works has a Purchase Order (# 07-00959) for \$11,000.00 to Civil Solutions Inc. services. Our office has been informed that it is necessary to execute this addendum to the "Master Data Sharing Agreement" in order for Civil Solution Inc. to provide these services to the Township.

If additional information is required, please feel free to contact Richard Brevogel, Director of Public Works at (609) 835-1498, as my office has no specific knowledge of this consultant and their scope of services to be rendered.

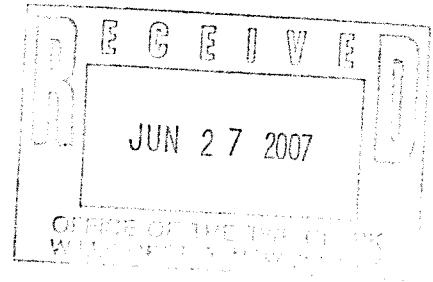
Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

By

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

KWB/sp/lb
 Enclosures:

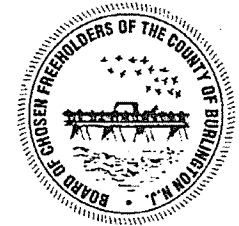
c: Joanne Diggs, Twp. Manager,
 Marie Annese, Twp. Clerk
 Richard Brevogel, Director of Public Works
 Syreeta M. Paul



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Board of Chosen Freeholders
Of The County of Burlington
MOUNT HOLLY, NEW JERSEY



DEPARTMENT OF
INFORMATION TECHNOLOGY
49 Rancocas Road, Room 111
P.O. Box 6000
Mount Holly, NJ 08060-6000



JOHN A. JABLONSKI
Director of Information Technology
Telephone No. - (609) 265-5125
FAX No. - (609) 265-3721
Email - JJablonski@co.burlington.nj.us

April 20, 2007

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

Dear Ms. Diggs:

Recently, the Burlington County Department of Information Technology was notified that Civil Solutions, A Division of ARH wishes to use Burlington County's GIS data in order to perform work for Willingboro Township. Hence, six copies of a one-page addendum to Willingboro Township's master Data Sharing Agreement have been enclosed that will entitle Civil Solutions to GIS data for use in providing GIS data services to realign existing spatial data (Willingboro PO # 07-00959).

Please have each of these documents signed by the appropriate parties and return all signed originals to Merrilee Torres at the above referenced address. Once signed by the Burlington County Administrator, a certified copy of the addendum(s) will be returned to you. At that time GIS data can be released to Civil Solutions.

Also enclosed you will find 2 copies of the disclaimer for DVRPC digital files; one for Willingboro Township and one for Civil Solutions. If the DVRPC 2000 landuse data, 2000/2005 orthophotos, or 2005 topographic contour data will be requested once the addendum is certified, please have Civil Solutions, A Division of ARH sign and return this form as well. Per county agreement with DVRPC, neither the 2000 landuse, 2000 orthophotos, 2005 orthophotos, nor 2005 topographic contour data can be released without it.

Should you wish to either include or exclude addendums for Willingboro Township's associated entities, please notify us of your position in writing. If you have any questions, please contact Merrilee Torres at (609) 702-7067 or mtorres@co.burlington.nj.us. Thank you very much for your assistance in this matter.

Sincerely,

John A. Jablonski
Director of Information Technology

Enclosures (8)

mt

cc: Richard Rehmann, Civil Solutions, A Division of ARH
Arnold Barnett, Civil Solutions, A Division of ARH
Rich Brevogel, Willingboro Township
Larry Harding, Willingboro Township
Carl V. Buck III, Senior Assistant Solicitor
Merrilee J. Torres, GIS Specialist

* TRANSACTION REPORT P.01 *
* JUL-25-2007 WED 12:31 PM *
* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
* JUL-25 12:30 PM 7048011 33" 3 SEND OK 320 *
* TOTAL : 33S 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: Arnold Borrell
COMPANY: Civil Solutions / ARH
DATE: 7/25/07
TO FAX NO. 704-8011
FROM: MARIE Annese EXT. 6202 PAGES 3

P



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

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

TELEFAX COVER SHEET

TO: Arnold Barwell
COMPANY: Civil Solutions / ARH
DATE: 7/25/07
TO FAX NO. 704 - 8011

FROM: Marie Annese EXT. 6202 PAGES

SUBJECT: Res. 2007-110 & Addendum

FOR YOUR INFORMATION PLEASE RESPOND _____

THANK YOU.

* TRANSACTION REPORT P. 01 *
* JUL-26-2007 THU 12:12 PM *
* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
* JUL-26 12:11 PM 2653721 1'00" 3 SEND OK 325 *
* TOTAL : 1M 0S PAGES: 3 *

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

TELEFAX COVER SHEET

TO: Merrilee TORRES
COMPANY: IT Dept
DATE: 7/26/07
TO FAX NO. 265-3721

FROM: MARIE Annese EXT. 6202 PAGES 3
1211 1211 1

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

TELEFAX COVER SHEET

TO: Merrilee TORRES
COMPANY: IT Dept
DATE: 7/26/07
TO FAX NO. 265-3721

FROM: MARIE Annese EXT. 6202 PAGES 3
SUBJECT: Res. 2007-110 + Signed Addendum
(HARD COPY TO FOLLOW)

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.

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*                                     *
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*                                     *
*                                AUG-08-2007 WED 02:36 PM                        *
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WILLINGBORO TOWNSHIP
ONE SALEM ROAD, WILLINGBORO, N.J. 08046
Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO: *Merrilee TORRES*
COMPANY: *L.I. Dept*
DATE: *8/8/07*
TO FAX NO. *265-3721*

FROM: *Marie Annesse* EXT. *6502* PAGES *2*
 is being from RPA

No need to send HARD COPY

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

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

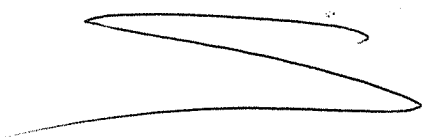
TELEFAX COVER SHEET

TO: Merrilee TORRES
COMPANY: IT Dept
DATE: 8/8/07
TO FAX NO. 265-3721

FROM: Marie Annese EXT. 6502 PAGES 2
SUBJECT: Disclaimer From DURPC

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.



RESOLUTION NO. 2007 - III
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

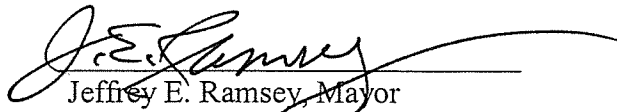
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

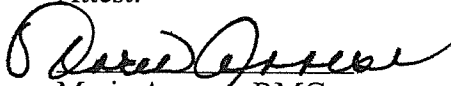
litigation / Delco / Contract Nego Res 110-07 / Personnel

- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 7/10, 2007, that an Executive Session closed to the public shall be held on 7/10, 2007, at 7:10 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


 Jeffrey E. Ramsey, Mayor

Attest:

 Marie Annese, RMC
 Township Clerk

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

RESOLUTION NO. 2007 - 112

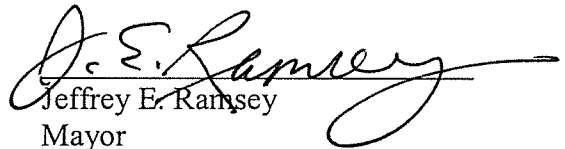
Whereas, Willingboro Township Council adopted Resolution No. 2007 - 23 on February 13, 2007 thereby retaining the service of Steven Bartlet, Professional Independent Appraiser in order to litigate the matter of **Willingboro Equities v. Willingboro Township**; and

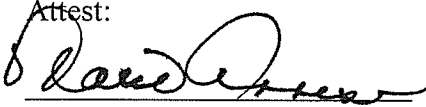
Whereas, the service to be provided called for review, reports and appraisals for tax years 2004, 2005 and 2006 for the property known as 1 Levitt Parkway, Block 3, Lot 1; and

Whereas, it has been determined that we will require Mr. Bartlet's service for an additional tax year - 2007 at an additional charge of \$5,000 bringing the total contract price to \$19,800; and

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

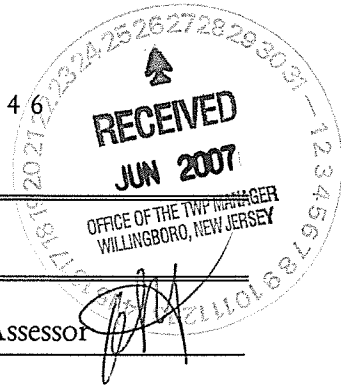
Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 10th day of July, 2007, that the services of Mr. Bartlet are extended to include tax year 2007 as per the attached recommendation of the Law Department dated June 18, 2007.


Jeffrey E. Ramsey
Mayor

Attest:

Marie Annese, RMC
Township Clerk

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

TOWNSHIP OF WILLINGBORO
ONE SALEM ROAD
WILLINGBORO, NEW JERSEY 08046



INTEROFFICE MEMORANDUM

TO: Joanne Diggs, Township Manager FROM: William R Tantum, Assessor
COMPANY: Township of Willingboro DATE: 6/26/07
RE: Willingboro Equities v. Willingbor
Twp

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

NOTES/COMMENTS:

Per the attached letter from David Mapp, Esquire concerning the above referenced appeal, it has been requested that the current appraisal contract be extended to include the tax year 2007 at an additional fee of \$5,000.00. The current contract is for the years 2004,2005,2006.

This would have to be approved by the Mayor and Council.

Marie,
Please prepare resolution for
Mike's review.
[Signature]

LAW OFFICE OF MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE
WILLINGBORO, NEW JERSEY 08046

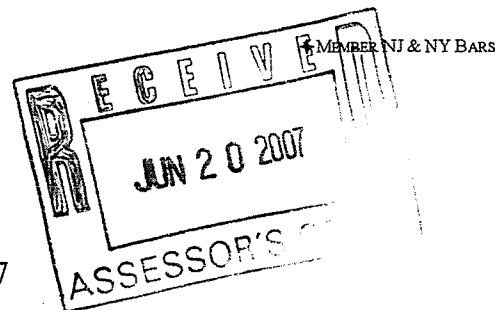
TELEPHONE: (609) 877-5511
FACSIMILE: (609) 877-7755

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

CRISTAL HOLMES-BOWIE
Email: chb@armstronglawfirm.com

OF COUNSEL

DAVID E. MAPP
Email: dem@armstronglawfirm.com



June 18, 2007

William Tantum, Tax Assessor
Willingboro Township Municipal Complex
1 Salem Road
Willingboro, NJ 08046

**Re: Willingboro Equities v. Willingboro Township
Direct Appeals: 2004, 2005, 2006; 2007**

Dear Mr. Tantum:

During a teleconference held today, Judge Menyuk advised that she would enter an Order consolidating the above direct appeals into a single case. Plaintiff's most recent appeal, for tax year 2007, was filed in March 2007 after we negotiated with Mr. Bartelt to have him provide appraisals for three tax years. We now require Mr. Bartelt's services for an additional tax year. Based on the existing contract, Mr. Bartelt will charge an additional \$5,000.00 for the additional tax year. Please present this matter to the governing body and obtain any approvals necessary to obtain the expert services necessary to defend this matter.

Your cooperation and attention are appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "David E. Mapp".

David E. Mapp, Esquire

RESOLUTION NO. 2007 – 23

Whereas, Willingboro Township Council has determined that the service of a Professional Independent Appraiser is needed in order to litigate the matter of **Willingboro Equities v. Willingboro Township;** and

Whereas, Steven Bartelt, PO Box 8169, Turnersville, New Jersey 08012, has submitted a proposal; and

Whereas, Willingboro Township Council has determined, based on the satisfaction of the Law Department, letter dated January 12, 2007, copy attached, that it would be in the best interest of the Township to retain the services of Steven Bartelt who will review and provide reports and appraisals for tax years 2004, 2005 and 2006 for the property known as 1 Levitt Parkway, Block 3, Lot 1; and

Whereas, the cost for the completion of the initial work will be \$14,800 with \$5,000 being paid as a retainer; and

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

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 13th day of February, 2007, that the proposal be accepted as per the attached recommendation of the Law Department.

Jeffrey E. Ramsey
Mayor

Attest:

Marie Annese, RMC
Township Clerk

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

RESOLUTION NO. 2007 - 113
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

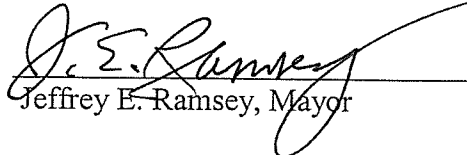
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.


Lake Drive Litigation / Delco Sigo Personnel

- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on July 24, 2007, that an Executive Session closed to the public shall be held on July 24, 2007, at 7:45 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


 Jeffrey E. Ramsey, Mayor

Attest:

 Marie Annese, RMC
 Township Clerk

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

RESOLUTION NO. 2007 - 114

**A RESOLUTION AWARDING A BID FOR
DEPARTMENT OF PUBLIC WORKS - MOWER**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a new John Deere 1600 Turbo Series II Wide Area Mower or approved equal; and

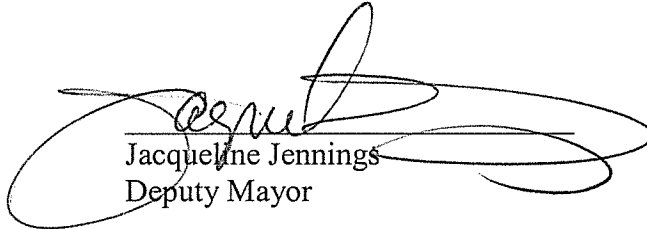
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bids of **Wainwright Lawn and Garden Equipment, 2126 Old York Road, Bordentown, New Jersey 08505 in that amount of \$43,300;** and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24th day of July, 2007, that the bid be accepted as per the attached bid return sheet and recommendations; and

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


Jacqueline Jennings
Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer	✓			
Councilman Campbell	✓			
Councilman Stephenson				✓
Deputy Mayor Jennings	✓			
Mayor Ramsey				✓ (Not in Room)

Certification of Availability of Funds

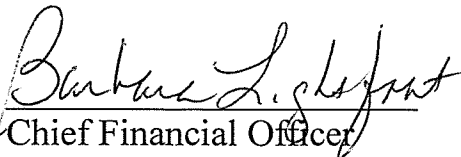
This is to certify to the Council of the Township of Willingboro that funds for the following resolutions are available.

Resolution Date: 7/24/07

Resolution Number: 2007-114

Vendor: Wainwright Lawn and Garden Equipment

Account Number	Amount	Department
2007 Capital Budget	\$43,300.00	Public Works
Pending 20 days Capital budget advertisement ending 7/30/07		


ACTING Chief Financial Officer

TOWNSHIP OF WILLINGBORO

Interoffice Memorandum

June 18, 2007

TO: Ms. Joanne Diggs,
Acting Township Manager

FROM: Rich Brevogel
Supt Public Works

Reference: Rewarding of Bids for New DPW Mower

Ms. Diggs,

Based on a review of the bids for the purchase of a new commercial mower I would recommend we accept and award the bid from:

Wainwright Lawn and Garden Equipment
2126 Old York Road
Bordentown, New Jersey 08505

609-499-2711

If you need any additional information please let me know. Thanks

 6/18/2007
Richard Brevogel
Director Public Works

Cc: Ms. Marie Annese, Municipal Clerk

2007 DPW MOWER BIDS

All Bidders Submitted the Following Documents:	PHILA TURF	KRAINWRIGHT, Represented	
Bid Guarantee			
Certificate Consent of Surety			
Disclosure Statement			
Non-Collusion			
Affirmative Action			
Business Registration Cert.			
Certificate of Employee Info Rep.			
Tax Identification Number			
MOWER			
JOHN DEERE 1600 Turbo Series II			
Wide Area Mower or Approved Equal			
Purchase Price	44,211.00	43,300 -	
Warranty	3yr limited		
year or 2000 hours			
Present for Bid Opening			

6/15/07 Phil Brevoort has both bids and will check to make sure all is ok. Recommendation will follow.

RESOLUTION NO. 2007 - 115

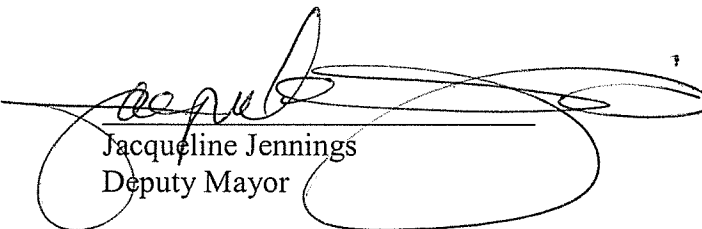
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments; and


WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24th day of July, 2007, that refunds be made as per the attached schedule; and

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


Jacqueline Jennings
Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayrer				
Councilman Campbell	✓			
Councilman Stephenson				✓
Deputy Mayor Jennings	✓			
Mayor Ramsey				✓ (Not in Room)

KEITH A. YORK 102 PATTERSON DR. WESTAMPTON, N.J. 08060 BLOCK 209 LOT 33 54 BALDWIN LANE OVERPAYMENT TAXES	\$1085.21
ESTHER TURNER 222 PAGEANT LANE WILLINGBORO, N.J. 08046 BLOCK 316 LOT 21 222 PAGEANT LANE OVERPAYMENT TAXES	854.33
JACQUELINE W. BOYD 5 PARISH LANE WILLINGBORO, N.J. 08046 BLOCK 306 LOT 42 5 PARISH LANE OVERPAYMENT TAXES	969.44
BRENDA J. ANTHONY 78 MARBORO LANE WILLINGBORO, N.J. 08046 BLOCK 536 LOT 25 78 MARBORO LANE OVERPAYMENT TAXES	908.96
COUNTRYWIDE TAX SERVICE PO BOX 10211, ATTN: TAX DEPT SV-24 VAN NUYS, CA. 91410-0211 BLOCK 235 LOT 32 61 BOXWOOD LANE OVERPAYMENT TAXES	1019.94
JANET & NOEL HARRISON 26 CLUB HOUSE DRIVE WILLINGBORO, N.J. 08046 BLOCK 409 LOT 39 26 CLUB HOUSE DRIVE OVERPAYMENT TAXES	1767.28

CAPEHART, ADOLPHUS & WILLIAMETTA 7 MANOR LANE WILLINGBORO, N.J. 08046 BLOCK 538 LOT 3 7 MANOR LANE OVERPAYMENT TAXES	\$860.89
ANTHONY & DONYA COATES C/O COLLEGIATE TITLE CORP. 110 MARTER AVE., SUITE 107 MOORESTOWN, N.J. 08057 BLOCK 1020 LOT 79 179 NORTHAMPTON DRIVE OVERPAYMENT TAXES	1203.05
DAVIS, SELWYN & CYNTHIA 5 BONNIE LANE WILLINGBORO, N.J. 08046 BLOCK 229 LOT 2 5 BONNIE LANE OVERPAYMENT TAXES	839.04
COUNTRYWIDE TAX SERVICE PO BOX 10211 ATTN: TAX DEPT. SV-24 VAN NUYS, CA 91410-0211 BLOCK 615 LOT 10 30 HOPKINS LANE OVERPAYMENT TAXES	5048.84
HARRIS, EDWARD & CARMEN 57 GAMEWELL LANE WILLINGBORO, N.J. 08046 BLOCK 708 LOT 35 57 GAMEWELL LANE OVERPAYMENT TAXES	1023.67
WELLS FARGO 1 HOME CAMPUS, MAC X2502-011 REGION 1 ATTN: FINANCIAL UNIT DES MOINES, IA. 50328-0001 BLOCK 534 LOT 23 29 MEDALLION LANE OVERPAYMENT TAXES	598.69

TONY JOY REINAS \$1509.00
C/O SURETY TITLE CORP.
3 EAST STOW RD, SUITE 100
MARLTON, N.J. 08053
BLOCK 611
LOT 13
42 HEPBURN LANE
OVERPAYMENT TAXES

UBINGER, WILLIAM & PATRICIA 349.65
40 GAFFNEY LANE
WILLINGBORO, N.J. 08046
BLOCK 702
LOT 19
40 GAFFNEY LANE
OVERPAYMENT TAXES

DELORES UNDERWOOD 1226.97
25 ECHOHILL LANE
WILLINGBORO, N.J. 08046
BLOCK 803
LOT 7
25 ECHOHILL LANE
OVERPAYMENT TAXES

ALTONIA HILL 831.39
42 RAEBURN LANE
WILLINGBORO, N.J. 08046
BLOCK 903
LOT 46
42 RAEBURN LANE
OVERPAYMENT TAXES

RESOLUTION NO. 2007 – 116

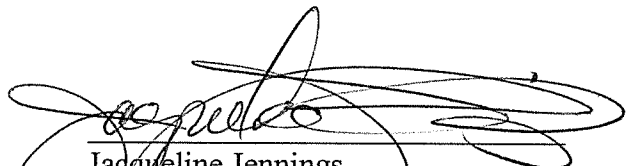
WHEREAS, N.J.S. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality, when such item shall have been made available by law and the amount thereof was not determined at the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


SECTION I

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

The sum of **\$44,835.00 Summer Food Service** Program which item is now available as a reimbursement received from the Department of Agriculture, Division of Food & Nutrition.

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


Jacqueline Jennings
Deputy Mayor

Attest:

Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Stephenson				<input checked="" type="checkbox"/>
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey				<input checked="" type="checkbox"/> (OUT OF ROOM)



TOWNSHIP OF WILLINGBORO

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

August 2, 2007

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

Dear Sir/Madam:

Attached please find two certified copies of Resolution No. 2007 – 116 adopted by Willingboro Township Council at their meeting of July 24, 2007, which requests the approval of the insertion of a special item of revenue in our 2007 budget.

The sum of \$44,835.00 Summer Food Service Program which item is now available as a reimbursement received from the State of New Jersey, Department of Agriculture, Division of Food and Nutrition.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

RESOLUTION NO. 2007 - 117

**A RESOLUTION AWARDING A CONTRACT FOR
REPAIR TO STORM SEWER PIPE UNDER ROCKLAND DRIVE**

WHEREAS, the Township Council of the Township of Willingboro authorized the Township Engineer to solicit for Request for Quotes / Request for Proposals for the above referenced project; and

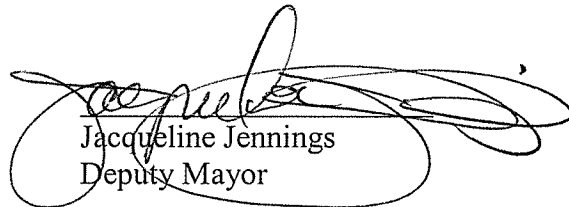
WHEREAS, proposals were received; and

WHEREAS, it appears to be in the best interest of the Township to accept the proposal of **Root 24, Inc., 130 Ferry Avenue, Camden, New Jersey 08104**. The amount is not to exceed **\$8,100.00**; and

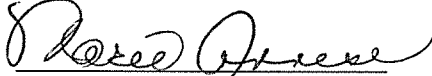
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24th day of July, 2007, that the bid be accepted as per the attached recommendation of the Township Engineer.

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


Jacqueline Jennings
Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Stephenson				✓
Deputy Mayor Jennings	✓			
Mayor Ramsey				✓ (Not in Room)

Certification Of Availability of Funds

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

Resolution Date: 08/17/07
Resolution Number: 2007-117

Vendor: ROOT2050 ROOT 24 HOURS, INC.
130 FERRY AVE
SUITE B
CAMDEN, NJ 08104

Contract: 07-00011 ROOT 24/ROCKLAND STORM SEWER
PIPE REPAIR

Account Number	Amount	Department Description
C-04-55-905-004-920	8,100.00	GENERAL CAPITAL 2005
Total	8,100.00	

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Barbara L. Lyfoot
ACTING- Chief Financial Officer



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

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

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Kim Wendell Bibbs, P.E., C.M.E.
Marc DeBlasio, P.E., P.P., C.M.E.
Leonard A. Faiola, P.E., C.M.E.

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

16-33 Haled Street
East Orange, NJ 07018
(973) 323-3065
(973) 323-3068 (fax)

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

3 Jocama Boulevard, Suite 2
Old Bridge, NJ 08857
(732) 965-8000
(732) 591-2815 (fax)

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

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

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

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

U.S. Steel Tower
600 Grant Street, Suite 1251
Pittsburgh, PA 15219
(412) 263-2200
(412) 763-2210 (fax)

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

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

June 25, 2007

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

**Re: Township of Willingboro
Rockland Drive Emergency Culvert Repair**

Dear Ms. Diggs:

Our office has solicited quotations for repairs to the 30" storm sewer pipe under Rockland Drive. The results are as follows:

Root 24, Inc.	\$8,100.00
Video Pipe Services	\$8,500.00
Buchanan Veterans Industrials Service LLC	No Bid

We therefore would recommend award to Root 24 in the amount of \$8,100.00.

If there are any concerns or questions during this time, please do not hesitate to contact Mr. Gregory J. Sullivan from our Bordentown office at (609) 298-6017.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

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

KWB/clg

c: Richard Brevogel, Willingboro Township Director of Public Works
Richard Arango, P.E., C.M.E.
Greg Sullivan, P.E., P.P., C.M.E.
Syreeta Paul

T:\Willingboro\Rockland drive pipe repair\Rec Award to Town 6-22-07.doc

WILLINGBORO TOWNSHIP
Department of Public Works
 25 Industrial Drive
 Willingboro, NJ 08046
 FAX : 609/835-0278


Fax

To: MARIE From: Rich Brewster DPW
 Fax: 609-835-0782 Pages: 2
 Phone: _____ Date: _____
 Re: _____ CC: _____

- Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

Repair Required for Roculus Dr.
 Per our conversation

Thanks


RESOLUTION NO. 2007 - 118

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c. 102, had established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

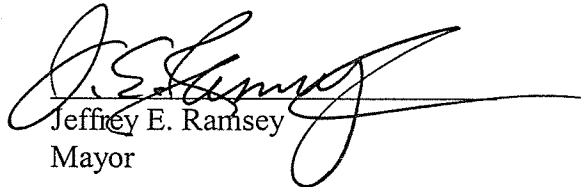
WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and


WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants will memorialize the commitment of this municipality to recycling and indicate the assent of Willingboro Township Council to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure that the application is properly completed and timely filed;

NOW, THEREFORE, BE IT RESOLVED, that Township Council of the Township of Willingboro, assembled in public session this 7th day of August, 2007, that the Township of Willingboro hereby endorses the submission of a Municipal Recycling Tonnage Grant Application to the New Jersey Department of Environmental Protection, Office of Recycling and designates James Gray as Willingboro Recycling Coordinator to ensure that the said application is properly filed.


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

RESOLUTION NO. 2007 - 119

**A RESOLUTION AWARDING A BID FOR
J. F. KENNEDY COMMUNITY CENTER PARKING LOT ALTERATIONS**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for JFK Community Center Parking Lot Alterations; and

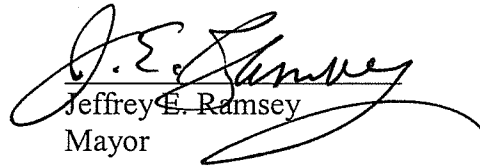
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Paramount Enterprises, Inc., P. O. Box 3228, Cherry Hill, New Jersey in the amount of \$169,617.50 (representing items 1 through 32 Base Bid) as per the recommendation of the Township Engineer's letter dated July 20, 2007; and

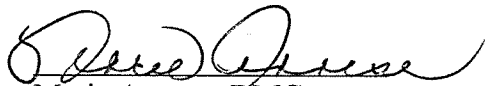
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of August, 2007, that the bid be accepted as per the attached bid return sheet and recommendation; and

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


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

Certification of Availability of Funds

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

Resolution Date: 08/08/07
Resolution Number: 2007-119

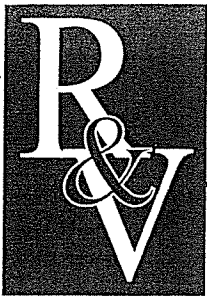
Vendor: PARAM033 PARAMOUNT ENTERPRISES INC
PO BOX 3228
CHERRY HILL, NJ 080340301

Contract: 07-00010 JFK PARKING LOT-PARAMOUNT ENT

Account Number	Amount	Department Description
C-04-55-907-000-912	169,617.50	GENERAL CAPITAL 2007
Total	169,617.50	

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Barbara L. Gifford
Acting Chief Financial Officer



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

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

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 Marc DeBlasio, P.E., P.P., C.M.E.
 Leonard A. Faiola, P.E., C.M.E.

**Remington & Vernick
 Engineers**

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

15-33 Halsted Street
 East Orange, NJ 07018
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 & Walberg Engineers**

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 (609) 645-7076 (fax)

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

**Remington, Vernick
 & Beach Engineers**

922 Fayette Street
 Conshohocken, PA 19428
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 (610) 940-1161 (fax)

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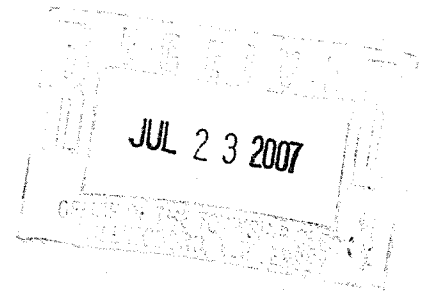
U.S. Steel Tower
 600 Grant Street, Suite 1251
 Pittsburgh, PA 15219
 (412) 263-2200
 (412) 263-2210 (fax)

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

**Remington, Vernick
 & Arango Engineers**

243 Route 130, Suite 200
 Bordentown, NJ 08505
 (609) 298-6017
 (609) 298-8257 (fax)

July 20, 2007



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

**Re: JFK Community Center Parking Lot Alterations
 Our File #0338T042**

Dear Ms. Diggs:

We have tabulated the bids received on June 29, 2007, with reference to the above-captioned project and find the lower of the two bidders to be Paramount Enterprises, Inc., P.O. Box 3228, Cherry Hill, New Jersey in the amount of \$169,617.50, representing items 1 through 32 of the Base Bid. A copy of the tabulation is enclosed for your review.

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

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.

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

Enclosure

cc: Mayor & Council, c/o Marie Annese, Clerk
 Michael Armstrong, Township Solicitor
 Eric Berry, Deputy Twp. Mgr.
 Richard A. Brevogel, Supervisor, DPW
 Richard G. Arango
 Syreetta Paul
 George LaPorte
 Raymond D. Longmore

MEMORANDUM

TO: Frank J. Seney
K. Wendell Bibbs

FROM: Elaine E. Lashley

RE: JFK Community Center Parking Lot Alterations
Willingboro Township
Project No.: 0338T042

DATE: July 2, 2007

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

The list of successful bidders is as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
Paramount Enterprises, Inc.	\$169,617.50
Curb Con Inc.	\$219,345.08
The average bid price is:	\$194,481.29
Engineer's Estimate for this project:	\$173,010.00
The lower bidder is:	Paramount Enterprises, Inc.
The higher bidder is:	Curb Con Inc.

R REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME: JFK COMMUNITY CENTER PARKING LOT ALTERATIONS

PROJECT NUMBER: 0338TO42

CLIENT: TOWNSHIP OF WILLINGBORO

Paramount Enterprises, Inc.
P. O. Box 3228
Cherry Hill, NJ 08034
(856-424-9999)
((BB, CS, SS, etc.))

Curb Con Inc.
514 Route 9
Barnegat, NJ
(609-660-2223)
((BB, CS, SS, etc.))

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	TOTAL	UNITS PRICE	TOTAL
1	CLEARING SITE	LS	1	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
2	ROADWAY EXCAVATION, EARTH	CY	100	\$30.00	\$3,000.00	\$25.00	\$2,500.00
3	MILLING, 2" DEPTH	SY	390	\$10.00	\$3,900.00	\$6.00	\$2,340.00
4	BORROW EXCAVATION, SELECT MATERIAL	CY	40	\$30.00	\$1,200.00	\$25.00	\$1,000.00
5	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK	SY	370	\$8.00	\$2,960.00	\$10.00	\$3,700.00
6	HOT MIX ASPHALT PAVEMENT REPAIR PRIOR TO OVERLAY	SY	85	\$60.00	\$5,100.00	\$20.00	\$1,700.00
7	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	TON	50	\$125.00	\$6,250.00	\$90.00	\$4,500.00
8	SOIL EROSION & SEDIMENT CONTROL MEASURES	LS	1	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
9	TACK COAT	GAL	55	\$1.00	\$55.00	\$5.00	\$275.00
10	BOLLARD LIGHTING ELECTRICAL SERVICE CONNECTION, INCLUDING ALL MATERIALS, LABOR & EQUIPMENT NEEDED FOR FULLY FUNCTIONAL SERVICE	LS	1	\$17,000.00	\$17,000.00	\$9,500.00	\$9,500.00
11	ROUND INLET CASTINGS, BICYCLE SAFE GRATE	UN	1	\$1,000.00	\$1,000.00	\$800.00	\$800.00
12	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
13	9" X 18" CONCRETE VERTICAL CURB	LF	210	\$40.00	\$8,400.00	\$25.00	\$5,250.00
14	CONCRETE SIDEWALK, 4" THICK	SY	370	\$50.00	\$18,500.00	\$36.00	\$13,320.00
15	DETECTABLE WARNINGS SURFACES, TRUNCATED DOMES	SF	20	\$30.00	\$600.00	\$50.00	\$1,000.00
16	CONCRETE WHEEL STOPS	UN	11	\$50.00	\$550.00	\$150.00	\$1,650.00
17	BOLLARD LIGHTING, KIM LIGHTING-VANDAL RESISTANT ROUND BOLLARD, MODEL # VRB1C 70MH120, OR APPROVED EQUAL	UN	9	\$2,500.00	\$22,500.00	\$3,061.12	\$27,550.08
18	TRAFFIC STRIPES	LF	785	\$1.50	\$1,177.50	\$1.00	\$785.00
19	GATES, CHAIN-LINK FENCE, THERMALLY FUSED BLACK PVC COATED STEEL, 8' WIDE	UN	2	\$500.00	\$1,000.00	\$850.00	\$1,700.00
20	TRAFFIC MARKINGS, SYMBOLS	SF	300	\$10.00	\$3,000.00	\$5.00	\$1,500.00
21	SIGNS	SF	20	\$300.00	\$6,000.00	\$15.00	\$300.00

R REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME: JFK COMMUNITY CENTER PARKING LOT ALTERATIONS

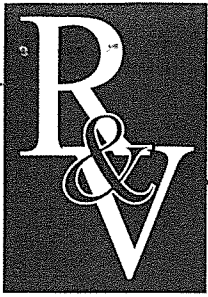
PROJECT NUMBER: 0338TO42

CLIENT: TOWNSHIP OF WILLINGBORO

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P. O. Box 3228
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514 Route 9
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				PRICE	TOTAL		PRICE	TOTAL
22	CHAIN-LINK FENCE, THERMALLY FUSED BLACK PVC COATED STEEL, 4' HIGH	LF	910	\$30.00	\$27,300.00	\$40.00	\$36,400.00	
23	TRIMMING EXISTING TREES, OVER 12" TO 18" DIAMETER	UN	14	\$250.00	\$3,500.00	\$500.00	\$7,000.00	
24	TRIMMING EXISTING TREES, OVER 18" TO 24" DIAMETER	UN	5	\$500.00	\$2,500.00	\$500.00	\$2,500.00	
25	TRIMMING EXISTING TREES, OVER 24" TO 30" DIAMETER	UN	2	\$750.00	\$1,500.00	\$500.00	\$1,000.00	
26	TREE REMOVAL, OVER 6" TO 12" DIAMETER	UN	6	\$500.00	\$3,000.00	\$200.00	\$1,200.00	
27	TREE REMOVAL, OVER 12" TO 18" DIAMETER	UN	4	\$1,000.00	\$4,000.00	\$200.00	\$800.00	
28	TREE REMOVAL, OVER 18" TO 24" DIAMETER	UN	2	\$3,000.00	\$6,000.00	\$200.00	\$400.00	
29	TOPSOILING, 4" THICK	SY	325	\$3.00	\$975.00	\$6.00	\$1,950.00	
30	FERTILIZER & SEED, TYPE A-3	SY	325	\$1.00	\$325.00	\$2.00	\$650.00	
31	STRAW MULCHING	SY	325	\$1.00	\$325.00	\$1.00	\$325.00	
32	DRAINAGE BASIN LANDSCAPING	LS	1	\$5,000.00	\$5,000.00	\$67,750.00	\$67,750.00	
TOTAL CONSTRUCTION COST					\$169,617.50		\$219,345.08	



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

Mobile agenda

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

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

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

SENIOR ASSOCIATES
 John J. Cantwell, P.E., P.P., C.M.E.
 Alan Dittenhofer, P.E., P.P., C.M.E.
 Frank J. Seney, Jr., P.E., P.P., C.M.E.
 Terence Vogt, P.E., P.P., C.M.E.
 Dennis K. Yoder, P.E., P.P., C.M.E.
 Charles E. Adamson, P.L.S., A.E.T.
 Kim Wendell Bibbs, P.E., C.M.E.
 Marc DeBlasio, P.E., P.P., C.M.E.
 Leonard A. Faiola, P.E., C.M.E.

**Remington & Vernick
 Engineers**

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

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

**Remington, Vernick
 & Vena Engineers**

9 Allen Street
 Toms River, NJ 08753
 (732) 286-9220
 (732) 505-8416 (fax)

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

**Remington, Vernick
 & Walberg Engineers**

845 North Main Street
 Pleasantville, NJ 08232
 (609) 645-7110
 (609) 645-7076 (fax)

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

**Remington, Vernick
 & Beach Engineers**

922 Fayette Street
 Conshohocken, PA 19428
 (610) 940-1050
 (610) 940-1161 (fax)

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

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

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

**Remington, Vernick
 & Arango Engineers**

243 Route 130, Suite 200
 Bordentown, NJ 08505
 (609) 298-6017
 (609) 298-8257 (fax)

July 20, 2007

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

**Re: JFK Community Center Parking Lot Alterations
 Our File #0338T042**

Dear Ms. Diggs:

We have tabulated the bids received on June 29, 2007, with reference to the above-captioned project and find the lower of the two bidders to be Paramount Enterprises, Inc., P.O. Box 3228, Cherry Hill, New Jersey in the amount of \$169,617.50, representing items 1 through 32 of the Base Bid. A copy of the tabulation is enclosed for your review.

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REMINGTON & VERNICK ENGINEERS, INC.

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Enclosure

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 Michael Armstrong, Township Solicitor
 Eric Berry, Deputy Twp. Mgr.
 Richard A. Brevogel, Supervisor, DPW
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 George LaPorte
 Raymond D. Longmore



MEMORANDUM

TO: Frank J. Seney
K. Wendell Bibbs

FROM: Elaine E. Lashley

RE: JFK Community Center Parking Lot Alterations
Willingboro Township
Project No.: 0338T042

DATE: July 2, 2007

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The list of successful bidders is as follows:

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
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R	REMINGTON & VERNICK ENGINEERS
V	

PROJECT NAME: JFK COMMUNITY CENTER PARKING LOT ALTERATIONS

PROJECT NUMBER: 0338TO42

CLIENT: TOWNSHIP OF WILLINGBORO

Paramount Enterprises, Inc.
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(856-424-9999)
((BB, CS, SS, etc.))

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31	STRAW MULCHING	SY	325	\$1.00	\$325.00	\$1.00	\$325.00
32	DRAINAGE BASIN LANDSCAPING	LS	1	\$5,000.00	\$5,000.00	\$67,750.00	\$67,750.00
TOTAL CONSTRUCTION COST					\$169,617.50		\$219,345.08

RESOLUTION NO. 2007 - 120

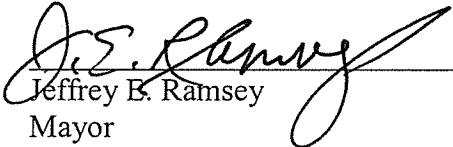
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments and veteran deductions; and

WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of August, 2007, that refunds be made as per the attached schedule; and

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


Jeffrey B. Ramsey
Mayor

Attest:



Marie Annesè, RMC
Township Clerk

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

JOYCE RENEE BOST-LEWIS 51 HARRINGTON CIRCLE WILLINGBORO, N.J. 08046 BLOCK 608 LOT 123 51 HARRINGTON CIRCLE OVERPAYMENT TAXES	\$300.00
GARY JOHNSON 54 GRAMERCY LANE WILLINGBORO, N.J. 08046 BLOCK 721 LOT 21 54 GRAMERCY LANE VETERAN DEDUCTION	250.00
HAROLD BIAS 2 BALDWIN LANE WILLINGBORO, N.J. 08046 BLOCK 209 LOT 39 2 BALDWIN LANE OVERPAYMENT TAXES	1357.40
MARK & MARGIE THOMAS 62 EAST STOKES ROAD WILLINGBORO, N.J. 08046 BLOCK 818 LOT 69 62 EAST STOKES ROAD OVERPAYMENT TAXES	1174.44
SWENSON, CHARLES & BEVERLY 46 EAST GATE LANE WILLINGBORO, N.J. 08046 BLOCK 826 LOT 14 46 EAST GATE LANE OVERPAYMENT TAXES	131.10
MAX TITLE AGENCY, LLC 23 VREELAND ROAD, STE. 150 FLORHAM PARK, N.J. 07932 BLOCK 814 LOT 68 31 ENDERLY LANE OVERPAYMENT TAXES	1057.54
LINDA CAMPBELL 42 EXECUTIVE LANE WILLINGBORO, N.J. 08046 BLOCK 833 LOT 47 42 EXECUTIVE LANE OVERPAYMENT TAXES	250.00

FIRST AMERICAN REAL ESTATE TAX SERVICE 95 METHODIST HILL DRIVE, SUITE 100 ROCHESTER, NEW YORK 14623 BLOCK 819 LOT 5 19 EAST STOKES RD. OVERPAYMENT TAXES	\$753.14
BLOCK 805 LOT 58 74 EDDINGTON LANE OVERPAYMENT TAXES	960.42
JERITZA & RALPH H. HUBBARD 27 TIDEWATER LANE WILLINGBORO, N.J. 08046 BLOCK 1115 LOT 5 27 TIDEWATER LANE OVERPAYMENT TAXES	500.00
VALERIE & IVORY REID 39 EDDINGTON LANE WILLINGBORO, N.J. 08046 BLOCK 814 LOT 18 39 EDDINGTON LANE OVERPAYMENT TAXES	919.40
FIRST AMERICAN REAL ESTATE TAX SERVICE 95 METHODIST HILL DRIVE, SUITE 100 ROCHESTER, NEW YORK 14623 BLOCK 723 LOT 8 5 GRIFFIN LANE OVERPAYMENT TAXES	824.42
LARRY BROWN 24 GRAMERCY LANE WILLINGBORO, N.J. 08046 BLOCK 721 LOT 11 24 GRAMERCY LANE OVERPAYMENT TAXES	140.94
GARTH REID 14 GLOVER LANE WILLINGBORO, N.J. 08046 BLOCK 738 LOT 4 14 GLOVER LANE OVERPAYMENT TAXES	1053.17

CLARENCE & ELAINE HICKLING 5 NEW CASTLE LANE WILLINGBORO, N.J. 08046 BLOCK 1020 LOT 110.02 5 NEW CASTLE LANE OVERPAYMENT TAXES	\$259.57
CHERYL ROBINSON 33 BIRDSEYE LANE WILLINGBORO, N.J. 08046 BLOCK 217 LOT 16 33 BIRDSEYE LANE OVERPAYMENT TAXES	1302.52
VALERIE & GEORGE HAYMAN 31 EARNSHAW LANE WILLINGBORO, N.J. 08046 BLOCK 821 LOT 65 31 EARNSHAW LANE OVERPAYMENT TAXES	1151.05
GROUP 21 TITLE AGENCY FIVE GREENTREE CENTER, SUITE 111 RT. 73 @ LINCOLN DR MARLTON, N.J. 08053 BLOCK 829 LOT 18 16 EAGAN LANE OVERPAYMENT TAXES	983.25
TORRES, EUGENIO & LUZ 42 EDEN ROCK LANE WILLINGBORO, N.J. 08046 BLOCK 814 LOT 90 42 EDEN ROCK LANE OVERPAYMENT TAXES	1594.38
INTEGRITY TITLE 1415 ROUTE 70E, SUITE 602 CHERRY HILL, N.J. 08034 BLOCK 314 LOT 28 55 PENNANT LANE OVERPAYMENT TAXES	1134.87

Resolution

2007-121

Missing

RESOLUTION NO. 2007 - 122

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

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

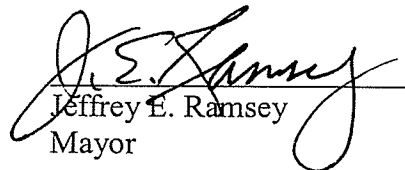
WHEREAS, bids have been received, opened and read in public; and

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


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

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

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


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

Certification Of Availability of Funds

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

Resolution Date: 08/17/07
Resolution Number: 2007-122

Vendor: CURBCON CURB CON, INC.
514 ROUTE 9
BARNEGAT
BARNEGAT, NJ 08005

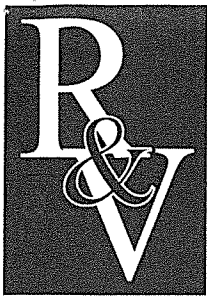
Contract: 07-00012 CURB CON- SAFE STS TO SCHOOL

Account Number	Amount	Department Description
C-04-55-905-004-919	6,286.00	GENERAL CAPITAL 2005
C-04-55-906-007-907	62,894.92	GENERAL CAPITAL 2006
G-01-41-736-000-299	56,849.08	
Total	126,030.00	

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

Acting 

Chief Financial Officer



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

Marin Aguilera

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

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

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

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 Dennis K. Yoder, P.E., P.P., C.M.E.
 Charles E. Adamson, P.L.S., A.E.T.
 Kim Wendell Bibbs, P.E., C.M.E.
 Marc DeBlasio, P.E., P.P., C.M.E.
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 Engineers**

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

July 20, 2007

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



**Re: FY2001 & 2006 NJDOT Trust Fund "Pedestrian
 Safety" Safe Streets to School Program
 Our File #0338T040**

Dear Ms. Diggs:

We have tabulated the bids received on June 29, 2007, with reference to the above-captioned project and find the lowest bidder to be Curb Con Inc. 514 Route 9, Barnegat, NJ 08005, in the amount of \$126,030.00, representing items 1 through 14 of the Base Bid. A copy of the tabulation is enclosed for your review.

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

Also enclosed, please find form SA-22 to be signed, sealed and returned to our office along with two (2) original signed and sealed Resolution of Award documents. The bid tabulation must also be signed and sealed and returned to our office (see the certification paragraph on the memo page). It is imperative that this information is forwarded to our office as soon as possible, as it is needed to submit to the New Jersey Department of Transportation in order for the municipality to receive their 75% "up-front" monies from the State.

Sincerely,

REMINGTON & VERNICK ENGINEERS, INC.

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

Enclosure

cc: Mayor & Council, c/o Marie Anese, Clerk; Michael Armstrong, Township Solicitor; Eric Berry, Deputy Twp. Mgr.; Richard A. Brevogel, Supervisor, DPW

t:\transportation_bridge\willingboro township\0338t040- salem road sidewalks\specs\award ltr. 7-20-07.doc

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R REMINGTON & VERNICK ENGINEERS
V BID TABULATION

PROJECT NAME: FY 2001 & 2006 NJDOT Trust Fund Pedestrian Safety & Safe Streets to School Program

PROJECT NUMBER: 0388T040

CLIENT: TOWNSHIP OF WILLINGBORO

Cravo Enterprises, Inc.
1220 Englishtown Road
Old Bridge, NJ 08857
(732-251-0620)
(BB, CS, SS, etc.)

Paramount Enterprises, Inc.
P. O. Box 3228
Cherry Hill, NJ 08034
(856-424-9999)
(BB, CS, SS, etc.)

Diamond Construction
365 Beaverson Boulevard, Ste. 9a
Brick, NJ 08723
(732-262-7449)
(BB, CS, SS, etc.)

Cravo Enterprises, Inc.
1220 Englishtown Road
Old Bridge, NJ 08857
(732-251-0620)
(BB, CS, SS, etc.)

#	DESCRIPTION	QUANTITY & UNITS	UNITS		TOTAL
			PRICE	PRICE	
1	CLEARING SITE	1 LS	\$15,000.00	\$15,000.00	\$15,000.00
2	ROADWAY EXCAVATION, EARTH	300 CY	\$25.00	\$7,500.00	\$7,500.00
3	BORROW EXCAVATION SELECTED MATERIAL	50 CY	\$30.00	\$1,500.00	\$1,500.00
4	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK (IF & WHERE DIRECTED)	1350 SY	\$10.00	\$13,500.00	\$13,500.00
5	9" X 18" CONCRETE VERTICAL CURB	100 LF	\$35.00	\$3,500.00	\$3,500.00
6	CONCRETE SIDEWALK, 4" THICK	1355 SY	\$36.00	\$48,780.00	\$48,780.00
7	DETECTABLE WARNING SURFACES, TRUNCATED DOMES	50 SF	\$15.00	\$750.00	\$750.00
8	TOPSOILING, 4" THICK	2150 SY	\$7.00	\$15,050.00	\$15,050.00
9	FERTILIZER AND SEEDING, TYPE A-3	2150 SY	\$2.00	\$4,300.00	\$4,300.00
10	STRAW MULCHING	2150 SY	\$1.00	\$2,150.00	\$2,150.00
11	TOPSOIL STABILIZATION MATTING	150 SY	\$10.00	\$1,500.00	\$1,500.00
12	CHAIN-LINK FENCE, THERMALLY FUSED BLACK PVC COATED STEEL	250 LF	\$40.00	\$10,000.00	\$10,000.00
13	NO ITEM	0	\$0.00	\$0.00	\$0.00
14	MAINTENANCE & PROTECTION OF TRAFFIC	1 LS	\$2,500.00	\$2,500.00	\$2,500.00
TOTAL CONSTRUCTION COST					\$126,030.00

Cravo Enterprises, Inc.
1220 Englishtown Road
Old Bridge, NJ 08857
(732-251-0620)
(BB, CS, SS, etc.)

Paramount Enterprises, Inc.
P. O. Box 3228
Cherry Hill, NJ 08034
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NEW JERSEY DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL AID

RECOMMENDATION OF AWARD
STATE AID PROJECT

BE IT RESOLVED

that the Township of Willingboro

hereby recommends to the New Jersey Department of Transportation that the contract for the **FY2001 & 2006 NJDOT Trust Fund Pedestrian Safety & Safe Streets to School Program**

in the Township of Willingboro, County of Burlington

be awarded to Curb Con Inc.

whose bid amounted to **\$126,030.00**, subject to the approval of the Department.

That the presiding officer of this body be and is hereby directed to sign for and on its behalf the contract in the prescribed form for said construction.

That the clerk of this body be and is hereby directed to seal said contract with the corporate seal of this body and to attest to the same.

Approved by the Township of Willingboro on
(Name of Local Government)

August 7, 2007
(Date of Award)

Jeffrey E. [Signature]
(Presiding Officer)

August 7, 2007
(Date)

[Signature]
(Clerk)

August 7, 2007
(Date)
(Affix Seal)

MEMORANDUM

TO: Frank J. Seney
K. Wendell Bibbs

FROM: Elaine E. Lashley

RE: FY2001 & 2006 NJDOT Trust Fund
Pedestrian Safety & Safe Streets to School Program
Township of Willingboro
Project No.: 0338T040

DATE: July 2, 2007

I have reviewed the bids submitted for the above-referenced project and have found no apparent errors. Please note on the Bid Document Submission Checklist Form submitted by Cravo Enterprises, Inc., the bidder's initials were missing from the "Affirmative Action Requirements" block. A copy of the bid tabulation has been attached for your review.

<u>CONTRACTOR</u>	<u>BASE BID AMOUNT</u>
Curb Con Inc.	\$126,030.00
Paramount Enterprises, Inc.	\$127,739.00
Diamond Construction	\$132,410.00
Cravo Enterprises, Inc.	\$142,995.00
The average bid price is:	\$132,293.50
Engineer's Estimate for this project:	\$151,150.00
The lowest bidder is:	Curb Con Inc.
The highest bidder is:	Cravo Enterprises, Inc.

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

Aug 7, 2007

DATE

Marie Anese

MARIE ANESE, TOWNSHIP CLERK

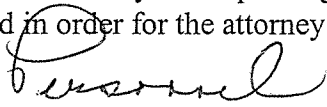
RESOLUTION NO. 2007 - 123
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

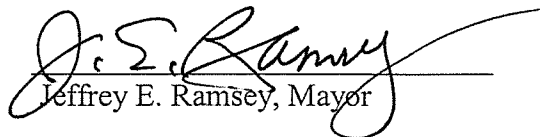
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.




- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 8/7, 2007, that an Executive Session closed to the public shall be held on 8/7, 2007, at 7:10 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


 Jeffrey E. Ramsey, Mayor

Attest:

 Marie Annese, RMC
 Township Clerk

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

Township of Willingboro
Resolution No. 2007- 124

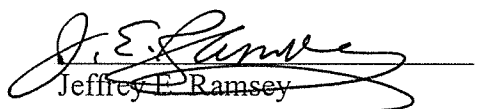
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE ENGAGEMENT OF AN ELEVATOR SUBCODE OFFICIAL LICENSED IN ACCORDANCE WITH N.J.A.C.5:23-5.

WHEREAS, the Township of Willingboro presently utilizes the State of New Jersey Department of Community Affairs Elevator Safety Unit to enforce the Elevator Subcode; and

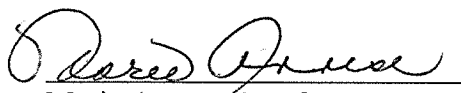
WHEREAS, the elevator inspection cycles are April and November of each calendar year; and

WHEREAS, the Township Council of the Township of Willingboro has determined that it is in the best interest of the Township to hire a duly licensed individual or contractor who is licensed to enforce the Elevator Subcode, by the State of New Jersey Department of Community Affairs as an Elevator Subcode Official and in accordance with N.J.A.C. 5:23-5.19; and provided that the engagement of such Subcode Official is consistent with the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session on the 14th day of August, 2007, that the Mayor and Clerk are authorized and directed to engage a duly licensed Elevator Subcode Official for the purpose of inspecting elevators within the Township, according to the required inspection cycles, and that such engagement shall be in accordance with the Local public contracts law.


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

RESOLUTION NO. 2007 – 125

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2006 has been filed by a Registered Municipal Accountant with the Willingboro Township Municipal Clerk, as per the requirements of N.J.S.A. 40A:5-6 and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled “Findings and Questioned Costs” or “Findings and Recommendations”; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections entitled “Findings and Questioned Costs” or “Findings and Recommendations”, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6-5; and

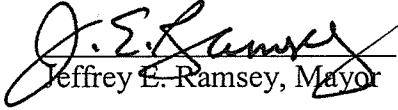
WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

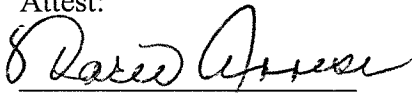
R.S. 52:27BB-52 - “A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction may be fined not more than one thousand dollars (\$1,000) or imprisoned for not more than one year or both, in addition shall forfeit his office.”

Resolution No. 2007 - 125 continued.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, assembled in public session this 4th day of September, 2007, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.


Jeffrey E. Ramsey, Mayor

Attest:



Marie Annese, RMC
Township Clerk

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

**NO PHOTOCOPIES OF SIGNATURES
GROUP AFFIDAVIT FORM
CERTIFICATION OF GOVERNING BODY**




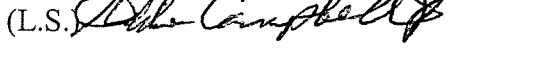
**STATE OF NEW JERSEY
COUNTY OF BURLINGTON**


We, members of the governing body of the Township of Willingboro in the County of Burlington, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Township Council of the Township of Willingboro in the county of Burlington.

2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2006.


3. We certify that we have personally reviewed and are familiar with, as a minimum. The sections of the Annual Report of Audit entitled FINDINGS AND RECOMMENDATIONS OR FINDINGS AND QUESTIONED COSTS:

(L.S.) 	(L.S.) Jeffrey E. Ramsey
(L.S.) 	(L.S.) Jacqueline Jennings
(L.S.) 	(L.S.) Paul L. Stephenson
(L.S.) 	(L.S.) Eddie Campbell, Jr.
(L.S.) Absent	(L.S.) James Ayrer


Marie Annese, RMC

Sworn to and subscribed before
me the 4~~th~~ day of
September, 2007.

Marie Annese
Notary Public of New Jersey
Commission expires January 29, 2012


Notary Public of New Jersey

The Municipal Clerk shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

September 6, 2007

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

Dear Sir/Madam:

Attached please find the following documents:

1. Certified copy of Resolution No, 2007 – 125 accepting audit report along with the original group affidavit.
2. Certified copy of Resolution No. 2007 – 129 acknowledging receipt and review of 2004 audit and corrective action plan.

The Summary of Audit Report is scheduled to be published in the Burlington County Times and a copy of the proof of publication will be sent to you immediately after receipt of same.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

Att.
/ma



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

September 6, 2007

Mr. Steve Ryan
Bowman & Company LLP
601 White Horse Road
Voorhees, New Jersey 08043-2493

Dear Mr. Ryan:

Attached for your information and file are certified copies of Resolutions 2007 – 125 and 129 which were adopted by Willingboro Township Council at their meeting of September 4, 2007.

The Summary of Audit Report is scheduled to be published in the Burlington County Times on Wednesday, September 12, 2007.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

RESOLUTION NO. 2007 - 126


**A RESOLUTION AUTHORIZING THE RELEASE
OF THE PERFORMANCE GUARANTEE FOR
WILLINGBORO SENIOR CITIZEN HOUSING
(Doreatha D. Campbell Complex – Blk 2 – Lot 7.04)**

WHEREAS, there has been a request from Quaker Construction Management, Inc. (building contractor) requesting the release of their performance bond; and

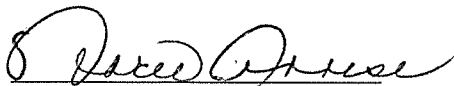
WHEREAS, it has been determined by the Township Engineer in accordance with his letter dated August 3, 2007, that all improvements for this project have been completed many years ago and after a cursory review of the site improvements made, no apparent defects were found.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of August, 2007, that in accordance with the attached recommendation, that the Performance Guarantee be released and the Maintenance Bond requirement be waived due to the elapsed time frame; and

BE IT FURTHER RESOLVED that copies of this resolution be provided to the Finance Director and to the Planning Board.


Jeffrey F. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

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

EXECUTIVE VICE PRESIDENTS

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

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

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Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME
Charles E. Adamson, PLS, AET
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME
Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME

Remington &

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

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

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(609) 645-7076 (fax)

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Pittsburgh, PA 15219
(412) 263-2200
(412) 263-2210 (fax)

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

**Remington, Vernick
& Arango Engineers**

243 Route 130, Suite 200
Bordentown, NJ 08505
(609) 298-6017
(609) 298-8257 (fax)

August 03, 2007

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

**Re: Township of Willingboro
Willingboro Senior Citizen Housing
Block 2, Lot 7.04
Performance Bond Release**

Dear Ms. Diggs:

Our office has reviewed the attached correspondence regarding the Senior Citizen Housing requesting a Performance Bond release. Township records indicate that the Performance Bond has been posted and held for this project since 1999. Township records also indicate that a Maintenance Bond was never posted and held for two (2) years after construction completion; however, the Performance Bond was held for eight (8) years. Please note, that the Performance Bond is typically held for 100% percent of total construction costs and the Maintenance Bond is held at a reduced amount of 15% of the total construction cost.

Considering the information above and the fact that all improvements for this project have been completed many years ago and representatives of our office performed a cursory review of the site improvements made, and found no apparent defects. Our office recommends the Township release the current Performance Bond in the amount of \$534,479.16 and waives the requirement of the Maintenance Bond.

This recommendation is based on information that was available to our office. If there are any objections to this recommendation, please contact my office as soon as possible.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.



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

KWB/SP/lb

cc: Marie Annese, Township Clerk
Sarah Wooding, Planning Board Secretary
Uri Taenzer, Planning Board Solicitor
Michael Armstrong, Township Solicitor
Quaker Construction Management, Inc. c/o Eileen Schwartz, General Counsel
Syreeta Paul



Earning Our Reputation Every Day Since 1901

www.rve.com

Subject: Request for return of Bond from Willingboro Township that was sent on Oct. 18, 2006
From: "Aileen Schwartz" <aschwartz@quakergroup.com>
Date: Fri, 8 Dec 2006 15:13:16 -0500
To: <marie_annese@willingborotwp.org>
CC: <Saragowing@aol.com>

October 18, 2006

Marie Annese
 Municipal Clerk
 Willingboro Township
 Municipal Complex
 1 Salem Road
 Willingboro, NJ 08046

RE: Bond for N. J. Willingboro Senior Citizen Housing, Bond #B287-96-43, for \$534,479.16
BLK 2 - LOT 7-04

Dear Ms. Annese:

I am writing to you as general counsel for Quaker Construction Management, Inc., the construction contractor who built the N.J. Willingboro Senior Citizen Housing project in Willingboro Township in 1999.

Our records indicate that a performance bond through Reliance Insurance Company, bond #B287-96-43 was posted in the amount of \$534,479.16 on March 18, 1999.

Once the project was completed, the aforementioned bond should have been released, but our records do not indicate that we ever received it back from Willingboro Township. We would appreciate your researching your records, to see if you are able to locate the bond and return it to us. If you are unable to locate the bond, we would appreciate your preparing a letter confirming that the bond is released since the project has been completed for many years.

...gooro Township that was sen...

If you have any questions about this request, please contact me at the number shown below, or via email at aschwartz@quakergroup.com. We appreciate your assistance in this matter.

Very truly yours,

Aileen Schwartz
General Counsel

Rec'd

*Copy in
W.B. Malbot*



Quaker Realty Corp.
Quaker Construction Management
Quaker Capital

July 24, 2007

(609) 835-0782
Sarah Wooding
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

Re: Willingboro Senior Housing Performance Bond Release

Dear Ms. Wooding:

I am writing to request the return of our above referenced performance guarantee upon your receipt of the \$588.00 outstanding balance for Remington & Vernick. I am requesting that any maintenance period or maintenance guarantee be waved with regard to Willingboro Senior Housing due the length that the performance guarantee was outstanding.

Please get back to me at your earliest convenience regarding the above matters.

Sincerely,

Aileen R. Schwartz
General Counsel



Quaker Realty Corp.
Quaker Construction Management
Mortgagelinq Corporation
Bright Field Assisted Living
Quaker Capital

FROM: AILEEN R. SCHWARTZ
GENERAL COUNSEL

NUMBER OF PAGES 2
(INCLUDING THIS PAGE)

TO: Sarah Wooding

FAX # (609) 835-0782

TO: Richard Arango

FAX # (609) 298-8257

TO: _____

FAX # _____

TO: _____

FAX # _____

TO: _____

FAX #: _____

COMMENTS: Please see the attached.

THE INFORMATION CONTAINED IN THIS FAX MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THE MESSAGE MAY BE ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH, IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AT (856) 627-1809.

PLEASE CALL (856) 627-1809 IF YOU EXPERIENCE ANY PROBLEMS WITH TRANSMISSION.



TOWNSHIP OF WILLINGBORO

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

August 15, 2007

Quaker Construction Management
c/o Aileen Schwartz, General Counsel
1103 Laurel Oak Road – Suite 105
Voorhees, New Jersey 08043

Re: Willingboro Senior Housing Performance Bond Release

Dear Ms. Schwartz:

Attached is a copy of Resolution No. 2007-126 which was adopted by Willingboro Township Council at their meeting of August 14, 2007. Also attached is the Site Improvement Bond (B287 96 43).

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

RELIANCE INSURANCE COMPANY
HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

SITE IMPROVEMENT BOND

Bond No. **B287 96 43**

KNOW ALL MEN BY THESE PRESENTS, that we **Quaker Construction Management, Inc., 1202 Laurel Oak Road, Voorhees, NJ 08043** As Principal, and RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a Pennsylvania corporation, authorized to do business in the State of **New Jersey**, as Surety, are held and firmly bound unto **Township of Willingboro, New Jersey** as Oblige, in the penal sum of **Five Hundred Thirty Four Thousand Four Hundred Seventy Nine and 16/100 (\$534,479.16)** DOLLARS, lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **Quaker Construction Management, Inc.** has agreed to construct in **Willingboro Township, N.J. Willingboro Seniors Housing Lot 7.04 Block 2**, the following improvements: **as per the Engineer's Estimate for Performance Guarantee and Inspection Escrow, LAWB Project No. 96-39-81 which is attached to and made a part hereof.**


NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that is the said Principal shall construct, or have constructed, the improvements herein described and shall save the Oblige harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and dated this **24th** day of **February** 1999.

Quaker Construction Management, Inc.

Principal

By:

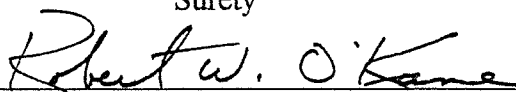


Stephen R. Shilling

Reliance Insurance Company

Surety

By:



Robert W. O'Kane, Attorney-In-Fact

**ENGINEER'S ESTIMATE FOR PERFORMANCE
GUARANTEE AND INSPECTION ESCROW**

Willingboro Seniors Housing
Lot 7.04, Block 2
Willingboro Township
Burlington County, NJ

LAWB Project No. 96-39-81

Item Description	Quantity	Unit Cost	Cost
Roadway/Pavement			
Clearing and Grading	LS	LS	\$8,000.00
Remove Existing Pavement	1,700 CY	7.00	\$11,900.00
FABC Surface Course, Mix I-5, 2" Thick	4,300 SY	5.00	\$21,500.00
Bituminous Stab. Base Course, Mix I-2, 4" Thk.	4,300 SY	9.75	\$41,925.00
Gravel Soil Aggregate Type I-5, 6" Thick	4,300 SY	6.00	\$25,800.00
Sweep and Tack	4,300 SY	0.40	\$1,720.00
Heavy Duty Concrete Pavement, Rconf., 6" Thk.	1,657 SF	6.00	\$9,942.00
Remove Concrete Curb	119 LF	4.00	\$476.00
Concrete Curb, 6"x8"x18"	2,374 LF	15.00	\$35,610.00
Joint Sealant at Curblin	2,374 LF	0.35	\$830.90
Concrete Sidewalk, 4" Thick	5,169 SF	5.00	\$25,845.00
Concrete Patio & Walks, 4" Thick	1,459 SF	5.00	\$7,295.00
Handicap Ramp	7 UT	300.00	\$2,100.00
Sawcut at Existing Pavement	390 LF	2.00	\$780.00
Stabilized Emergency Access Road	4,180 SF	1.50	\$6,270.00
Traffic Markings and Signs			
Site I.D. Sign	1 UT	1,000.00	\$1,000.00
Traffic Control Signs	14 UT	150.00	\$2,100.00
Handicap Parking Restriction Signs	4 UT	150.00	\$600.00
Handicap Symbols	4 UT	150.00	\$600.00
Painted Stall Lines (4" Wide)	1,048 LF	0.50	\$524.00
Relocated Sign	2 UT	50.00	\$100.00
Storm Sewer			
18" RCP Storm Drain, Class 3	216 LF	35.00	\$7,560.00
24" RCP Storm Drain, Class 3	220 LF	44.00	\$9,680.00
27" RCP Storm Drain, Class 3	104 LF	46.00	\$4,784.00
Twin 8" HDPE, AASHTO M252, Type S	268 LF	35.00	\$9,380.00
Inlet, Type Double B, -6' Deep	1 UT	3,700.00	\$3,700.00
Inlet, Type E, 0-6' Deep	4 UT	2,000.00	\$8,000.00
Inlet, Type A, 0-6' Deep	1 UT	1,500.00	\$1,500.00
Storm Manhole, Std. Precast	1 UT	2,000.00	\$2,000.00
Storm Manhole, Doghouse Type	1 UT	2,000.00	\$2,000.00
Connection to Existing Inlet	1 UT	750.00	\$750.00
Remove Existing Type E Inlet	1 UT	700.00	\$700.00
Remove Existing 27" RCP	38 LF	13.00	\$494.00
Stormwater Pumping Station	1 LS	50,000.00	\$50,000.00
6" PVC Stormwater Force Main	260 LF	15.00	\$3,900.00

Item Description	Quantity	Unit Cost	Cost
15" HDPE Hi-Q	40 LF	29.00	\$1,160.00
Landscaping			
AA-Red Chokeberry	28 UT	25.00	\$700.00
AC-Shadblow Serviceberry	3 UT	75.00	\$225.00
AR-"October Glory" Red Maple	4 UT	300.00	\$1,200.00
BB-Japanese Barberry	32 UT	30.00	\$960.00
BJ-Wintergreen Barberry	22 UT	25.00	\$550.00
BP-Paper Birch	4 UT	200.00	\$800.00
BT-Threespine Barberry	17 UT	25.00	\$425.00
CF-Flowering Dogwood	5 UT	125.00	\$625.00
CL-Blue Lawson Cypress	5 UT	75.00	\$375.00
EA-Dwarf Burning Bush	17 UT	40.00	\$680.00
FS-Showy Border Forsythia	46 UT	25.00	\$1,150.00
IM-Blue Girl Holly	15 UT	50.00	\$750.00
KL-Mountain Laurel	11 UT	50.00	\$550.00
MC-Zumi Carbapple	6 UT	125.00	\$750.00
MP-Northern Bayberry	33 UT	25.00	\$825.00
PA-Norway Spruce	16 UT	150.00	\$2,400.00
PC-Sargent Cherry	5 UT	150.00	\$750.00
PM-Douglas Fir	15 UT	125.00	\$1,875.00
PS-Eastern White Pine	19 UT	165.00	\$3,135.00
RC-Roseum Elegans Rhodendron	14 UT	50.00	\$700.00
SN-Snowmound Spiraea	27 UT	25.00	\$675.00
TM-Hicks Yew	44 UT	40.00	\$1,760.00
VB-Burkwood Viburnum	24 UT	25.00	\$600.00
VC-Fragrant Viburnum	29 UT	40.00	\$1,160.00
VR-Leatherleaf Viburnum	17 UT	35.00	\$595.00
Soil Erosion & Sediment Control			
Silt Fence	1,445 LF	1.25	\$1,806.25
Tree Protection Fence	107 LF	1.25	\$133.75
Inlet Protection Filter	6 UT	100.00	\$600.00
Stabilized Construction Entrance	2 UT	1,250.00	\$2,500.00
Entrance Barricade	1 UT	200.00	\$200.00
Topsoil, Fertilize and Seed	94,864 SF	0.60	\$56,918.40
Miscellaneous			
Pole Mounted Street Light, 400 Watt Metal Halide	15 UT	3,000.00	\$45,000.00
Remove Existing Street Light	3 UT	500.00	\$1,500.00
Park Bench	4 UT	500.00	\$2,000.00
TOTAL COST:			\$445,399.30
Performance Guarantee (\$445,399.30 x 120%):			\$534,479.16
Engineer Inspection Escrow (2%):			\$8,907.98

NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATE

pursuant to N.J.S.A. 2A: 44-143

(for use when surety (ies) have a certificate U.S. Secretary of the Treasury in accordance with 31 U.S.C. s9305)

- Reliance Insurance Company
- United Pacific Insurance Company
- Reliance National Indemnity Company
- Reliance Surety Company

surety (ies) on the attached bond hereby certify (ies) the following:

- (1) The surety (ies) meets the applicable capital and surplus requirements of R.S. 17:17-6 as the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety (ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended December 31, 1997, which amounts have been certified on a Consolidated Certification by Deloitte & Touche (CPA), 1700 Market Street, Philadelphia, PA and are included in the Annual Statement on file with the New Jersey Department of Insurance, 201 West State Street, Trenton, New Jersey.

<input checked="" type="checkbox"/>	Reliance Insurance Company	\$1,301,412,831
<input type="checkbox"/>	United Pacific Insurance Company	\$ 58,640,489
<input type="checkbox"/>	Reliance National Indemnity Company	\$ 108,501,932
<input type="checkbox"/>	Reliance Surety Company	\$ 21,211,777

- (3) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. s 9305, the underwriting limitation established therein on July 1, 1998 is as follows:

<input checked="" type="checkbox"/>	Reliance Insurance Company	\$76,893,000
<input type="checkbox"/>	United Pacific Insurance Company	\$ 2,355,000
<input type="checkbox"/>	Reliance National Indemnity Company	\$ 4,296,000
<input type="checkbox"/>	Reliance Surety Company	\$ 2,121,000

- (4) The amount of the bond to which this statement and certification is attached is \$ 534,479.16

- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) above, then for each such contract of reinsurance:

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

CERTIFICATE

(to be completed by an authorized certifying agent for each surety on the bond)

I, Frederick M. Schwait, as Vice President for _____, a corporation insurance company domiciled in _____, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

Frederick M. Schwait
(Signature of certifying agent)

Frederick M. Schwait
(Printed name of certifying agent)

Vice President
(Title of certifying agent)

February 24, 1999
(Date)

ACKNOWLEDGEMENT OF PRINCIPAL, OF A CORPORATION

STATE OF NJ

COUNTY OF Camden

ss:

On this 1st day of Mar., 1999

before me personally came Stephen R. Shilling to me known, who, being by me duly sworn did depose and say that he resides at

Medford, NJ

that he is the President of Deaker Constr. Corp. the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to the foregoing instrument is such seal; that it was an affixed by order of the board of directors of said corporation; and that he signed his name thereto by like order.

Notary Public

Lisa Ann Yuhas
LISA ANN YUHAS

Notary Public of New Jersey

My Commission Expires March 23, 1999

State of New York

County of Suffolk

ss:

On this 24th day of February, 1999, before me

personally came Robert W. O'Kane to me known, who, being by me

duly sworn, did depose and say that he is an attorney-in-fact of _____

Reliance Insurance Company the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

JANET SPORZO

Notary Public, State of New York

No. 4043523

Qualified in Suffolk County

Commission Expires August 1999

My commission expires _____

Janet Spozzo
Notary Public

Surety
Acknowledgment

RELiance SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY

RELiance INSURANCE COMPANY
RELiance NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint Joseph Sforzo, Robert Kempner, Robert W. O Kane, of Massapequa, New York their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS:

- 1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to: (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them;
- 2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
- 3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this February 1, 1998.



RELiance SURETY COMPANY
RELiance INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELiance NATIONAL INDEMNITY COMPANY

David T. Akers

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this February 1, 1998, before me, Valencia Wortham, personally appeared David T. Akers, who acknowledged himself to be the Senior Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal
Valencia Wortham, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 18, 2000



Valencia Wortham
Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of February 1999.

Anita Zippert
Secretary



RELIANCE INSURANCE COMPANY
PHILADELPHIA, PENNSYLVANIA

FINANCIAL STATEMENT DECEMBER 31, 1997

ASSETS

Cash and Short Term Investments.....	\$ 366,696,335
Securities (Long Term).....	4,028,534,730
Premium Balances	785,004,014
Accrued Interest and Dividends.....	35,419,406
Federal Income Taxes	37,405,343
Other Assets.....	<u>373,600,596</u>
Total Admitted Assets.....	<u>\$ 5,626,660,424</u>

LIABILITIES

Losses and Loss Adjustment Expense.....	\$ 2,632,735,351
Unearned Premiums.....	908,438,552
Other Taxes	12,488,219
Other Liabilities.....	<u>771,585,471</u>
Total Liabilities	<u>\$ 4,325,247,593</u>

CAPITAL AND SURPLUS

Capital Stock.....	\$ 44,586,703
Surplus	<u>1,256,826,128</u>
Total Policyholders' Surplus	<u>1,301,412,831</u>
Total Liabilities, Capital and Surplus	<u>\$ 5,626,660,424</u>

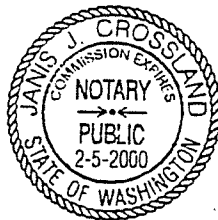
State of Washington)
County of King) SS.

Larry C. Mitchell, being duly sworn, says: That he is Vice President of the RELIANCE INSURANCE COMPANY; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the Commonwealth of Pennsylvania, and has duly complied with all the requirements of the laws of said commonwealth applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of September 13, 1982, as amended (31 U.S.C. §9301 et seq.); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 1997.

Sworn to me this 20th day of March, 1998.

Janis J. Crossland

Janis J. Crossland, Notary Public, State of Washington,
County of King. My Commission Expires February 5, 2000.



Larry C. Mitchell

Vice President



RESOLUTION NO. 2007 - 127
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

PERSONNEL MATTERS

- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 8/16, 2007, that an Executive Session closed to the public shall be held on 8/16, 2007, at 7:05 P.M.

(*) in the ~~Willingboro Township Municipal Complex, One Salem Road~~ Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.

(*) Kennedy Center, John F. Kennedy Way

J. E. Ramsey
 Jeffrey E. Ramsey, Mayor

Attest:
Marie Annese
 Marie Annese, RMC
 Township Clerk

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

RESOLUTION NO. 2007 - 128
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

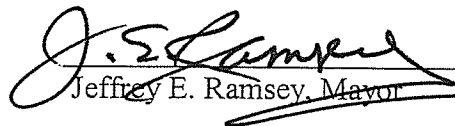
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.


PERSONNEL

- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 8/20, 2007, that an Executive Session closed to the public shall be held on 8/20, 2007, at 7:05 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.


 Jeffrey E. Ramsey, Mayor

Attest:

 Marie Annese, RMC
 Township Clerk

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

Thomas E. Juliano
President



DELCO DEVELOPMENT LLC

560 Fellowship Road, Suite 214
Mount Laurel, NJ 08054
www.delcodevelopment.com

T 856.234.5151

F 856.234.6051

PF 856.316.4523

tjuliano@delcodevelopment.com

RESOLUTION NO. 2007 – 106

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING CONSENT TO WILLINGBORO TOWN CENTER URBAN RENEWAL NORTH, L.L.C. PURSUANT TO N.J.S.A. 40A:12A-9 TO ENTER INTO SPECIFIC REAL ESTATE TRANSACTIONS INVOLVING THE REDEVELOPMENT AREA.

WHEREAS, the Willingboro Town Center Urban Renewal North, L.L.C. (hereinafter "Redeveloper") has made application to the Township of Willingboro (hereinafter "Township") for approval of development plans for Block 3, Lot 4.06 known as the "North Pad " property; and

WHEREAS, the conceptual development plans have been reviewed and approved by the Willingboro Township Planning Board, according to the Planning Board's Resolution No. 7-2007; and

WHEREAS, the development by Redeveloper, is in the best interest of the Township and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04; and

WHEREAS, the Township and ReNEWal Willingboro, LLC, previously entered into an agreement entitled the "Redevelopment Agreement Between the Township of Willingboro and ReNEWal Willingboro, LLC, dated for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter the "Agreement") which addresses the redevelopment of the former Willingboro Plaza site (hereinafter the "Property" or "Site") pursuant to a Redevelopment Plan adopted by the Township (hereinafter the "Redevelopment Plan"); and

WHEREAS, ReNEWal Willingboro, LLC, and Delco Development, L.L.C. ("Delco"), entered into a Purchase and Sale and Option Agreement entered on or about September 14, 2004, as amended, whereby in part, ReNEWal and WUR granted to Delco or its assignee the option to purchase a portion of the subdivided ReNEWal Site comprising approximately 4.555 acres of land appearing on the current Willingboro tax map as Block 3, Lot 4.06; and

WHEREAS, Delco exercised its option to purchase Block 3, Lot 4.06 and created Willingboro Town Center Urban Renewal North, LLC as its assignee; to which it assigned its right to purchase Block 3, Lot 4.06 comprised of 4.555 acres , and;

WHEREAS, on or about May 17, 2005, the Township and Willingboro Town Center Urban Renewal North, L.L.C. (hereinafter "Redeveloper") entered into a "Redevelopment Agreement for A Commercial Development on Block 3, Lot 4.06, in the Willingboro Plaza Redevelopment Area of the Township of Willingboro and Burlington


County, New Jersey by and between the Township of Willingboro and Willingboro Town Center Urban Renewal North, L.L.C.”, appointing Willingboro Town Center Urban Renewal North, L.L.C. as the redeveloper of Block 3, Lot 4.06.; and

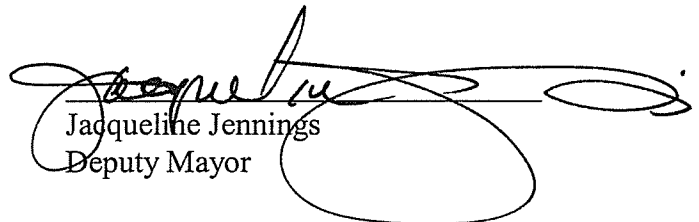
WHEREAS, Redeveloper intends to enter into a Mortgage, Assignment of Leases and Rents and Security Agreement (hereinafter “mortgage agreement”) with CIBC Inc., (“CIBC”) to grant a mortgage, assignment of leases and rents and security agreement on Block 3, Lot 4.06, the "North Pad" property, to secure a loan totaling six million two hundred thousand dollars (\$6,200,000.00) for the purpose of providing Construction loan financing in relation to the North Pad project site property improvements, as well as other improvements of the project; and

WHEREAS, in accordance with N.J.S.A. 40A:12A-9, the Township hereby consents to the proposed mortgage agreement between Redeveloper, Willingboro Town Center Urban Renewal North, L.L.C. and CIBC Inc., provided that said mortgage is in compliance with the Local Redevelopment and Housing Law 40A:12A-1, et seq., the Redevelopment Plan, Redevelopment Agreement between the Township and ReNEWal, and the Redevelopment Agreement between the Township of Willingboro and Willingboro Town Center Urban Renewal North, L.L.C.;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of September, 2007, that the Township of Willingboro hereby consents to the proposed mortgage agreement between Redeveloper and CIBC Inc., subject to and provided said agreements are in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq. and the Redevelopment Plan.

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


Marie Annese, RMC
Township Clerk


Jacqueline Jennings
Deputy Mayor

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*                                     P. 01 *
*                                     *
*          TRANSACTION REPORT          *
*                                     *
*                                     SEP-06-2007 THU 06:09 PM *
*                                     *
* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
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* SEP-06 06:07 PM 18563164523 1' 40" 2 SEND OK 687 *
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RESOLUTION NO. 2007 -- 106

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING CONSENT TO WILLINGBORO TOWN CENTER URBAN RENEWAL NORTH, L.L.C. PURSUANT TO N.J.S.A. 40A:12A-9 TO ENTER INTO SPECIFIC REAL ESTATE TRANSACTIONS INVOLVING THE REDEVELOPMENT AREA.

WHEREAS, the Willingboro Town Center Urban Renewal North, L.L.C. (hereinafter "Redevcloper") has made application to the Township of Willingboro (hereinafter "Township") for approval of development plans for Block 3, Lot 4.06 known as the "North Pad " property; and

WHEREAS, the conceptual development plans have been rvcicwed and approved by the Willingboro Township Planning Board, according to the Planning Board's Resolution No. 7-2007; and

WHEREAS, the development by Redeveloper, is in the best interest of the Township and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04; and

WHEREAS, the Township and ReNEWal Willingboro, I.L.C, previously entered into an agreement entitled the "Rcdcvlopment Agreement Between the Township of

RESOLUTION NO. 2007 - 129


WHEREAS, the Township Council of the Township of Willingboro has received and reviewed the annual report for 2006; and

WHEREAS, the Chief Financial Officer of the Township is required to prepare a Corrective Action Plan, addressing the comments in the 2006 Audit; and


WHEREAS, the Township Council has received and reviewed the Corrective Action Plan submitted by the Chief Financial Officer of the Township of Willingboro;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 4th day of September, 2007, that the Corrective Action Plan prepared by the Chief Financial Officer of the Township of Willingboro, for the 2006 Audit, be and hereby is approved; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be provided to the Chief Financial Officer of the Township of Willingboro, to the Township Auditor and the Division of Local Government Services for their information and attention.


Jeffrey E. Ramsey
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

**CORRECTIVE ACTION PLAN
YEAR ENDING DECEMBER 31, 2006**

Finding No. 2006-1

Condition

The general ledger record was not maintained in a satisfactory condition.

Analysis:

The general ledger summarizes all the accounting transactions that occur in the township. Transactions flow from their inception into the general ledger. The accuracy of the end product relies on the proper coding of each entry. There are also adjusting entries that are done monthly, quarterly or annually. Due to new staffing in the end of 2006 and beginning of 2007 some entries were not done on a timely basis.

Corrective Action:

We are currently working to fully staff the Finance office and that will allow the timely entries to be completed on schedule.

Finding No. 2006-2

Condition:

We found that the Township does not monitor the status of grants closely enough. The Township should introduce financial controls that will ensure that all grant monies are expended and the proper actions are taken to ensure monies are reimbursed.

Analysis:

Individual Offices apply for and get grants for specific functions of their office. They are then required to meet the criteria of the grant including reports and request for funds. As we get more and larger grants, it is important that someone coordinate the administration of them so that we do not lose the money we were originally awarded.

Corrective Action

A grant administrator should be appointed.

Finding No. 2006-3

Condition:

We found that several improvement authorizations do not meet the 3 year temporary period test. Arbitrage yield restriction 1.148-2(e) requires that 85% of all proceeds be spent within 3 years of the date of issue.

Analysis:

We had bonded for major projects that were still in the works in 2006. The funds remaining are primarily funds for renovation. Delays on the renovation of two township buildings and the acquisition of property accounted for most of the unspent bond funding.

Corrective Action

We are currently working on several renovation projects that will spend the funds on the project for which they were borrowed.

Finding No. 2006-4

Condition:

Maintenance Liens were not recorded in the general ledger in a timely manner during the first six months of 2006.

Analysis:

In the second half of 2006 the Code Enforcement Office implemented procedures to forward maintenance liens to the Finance office on a timely basis.

Corrective Action

None

Finding No. 2006-5

Condition:

The Township is not maintaining accurate sick and vacation balances for the employees as a result, an employee was paid for 9 vacation days not earned.

Analysis:

The time sheet in which the above mentioned employee was on had a formula error on his line in which it appeared that he had taken several consecutive Fridays off. He actually had not taken the days off as confirmed with their daily attendance record. We are reviewing a time and attendance system that can accommodate all department schedules so that the department does not have to transfer their daily logs onto a time sheet.

Corrective Action

Implement an automated time and attendance system.

Finding No. 2006-6

Condition:

Auditor found that the fixed asset record maintained by the Township is materially misstated. As a result, we must issue a qualification in our audit opinion on fixed assets.

Analysis:

Fixed Assets requirements include taking a physical inventory, valuing physical inventory, setting up property records, managing property and reporting fixed asset in the financial records. A few years ago we had in independent company conduct an inventory in which they identified fixed assets and listed locations. The cost of this was reasonable and our plan was to have it maintained in this fashion. The company went out of business and we were not able to locate another vendor to provide services at a reasonable rate. We then decided to set up a procedure to use the initial list and then maintain fixed assets through our Purchasing Department as we acquire new items. This plan would require additional personnel in the purchasing department. Due to budget restraints, the needed personnel were not added and this created an inaccurate inventory list.

Corrective Action:

We need to find another vendor to conduct annual inventory or increase personnel to maintain internally.

Finding No. 2006-7

Condition:

The records maintained by the Construction Code Office for the first five months of 2006 were insufficient to trace permits fees to the cash receipts collected for the first half of the year. As a result it could not be determined if receipts were turned over to the Finance Office intact or within 48 hours.

Analysis:

Since the problem was corrected in June 2006 there were no recommendations for correction.

Corrective Action:

None

Finding No. 2006-8

Condition:

There was a lack of internal controls in the Construction Code Office (CCO) that resulted in a significant deficiency. Auditor found that the CCO uses Microsoft Excel file and a check

template to write checks and maintain vendor information rather than a computerized accounting system. As a result, the following occurred:

The CCO was unable to produce accurate vendor histories and payment records as a result of user generated format and formula errors with their Microsoft Excel files.

In 4 out of 5 instances, we found that the amount included on the vendor's 1099 did not agree to the actual amount paid. In accordance with IRS regulations, the Township is required to issue 1099 to all non-incorporated vendors which were paid in excess of \$600 in a given calendar year.

Auditor found that the department failed to solicit quotes for all purchase tested over the quote threshold. Per N.J.S.A. 40A:11-6.1 at least 2 competitive quotes must be obtained for expenditures over the quote threshold.

Analysis:

During 2006 the CCO operated through a dedicated by rider trust account. The trust accounts are subject to the same financial guideline as our other funds. In May 2007 all accounting functions for CCO were returned to the Finance Dept. Quotes for tested purchases were eventually located.

Corrective Action:

Accounting functions were returned to the Finance Office. If the CCO dedicated by rider account is reestablished, it is recommended that it is operated by the Finance Office.

Finding No. 2006-9

Condition:

During our test of 25 Construction permits we found the following errors:

In 7 permits tested, the department issued a permit number and had not received payment in full. We also found that these permits were initially miscalculated when done by hand but were corrected once they were entered into the software. As a result one permit was underpaid by \$14.

The CCO has minimum charge for an electrical permit, but it was not listed on their rate schedule. We also found that employees can override the fees charged to a customer. As a result, 2 electrical permits tested were undercharged by \$10.00 each.

One permit number selected had no record in the system, the file could not be located, and no explanation as to why the permit was skipped could be offered.

Analysis:

The permit issues refers to a common situation in which an applicant applies for a permit that contains more than one technical area, i.e. building permit, electrical permit, fire protection permit and plumbing permit. Each technical area is priced individually and the total is summed up on the Construction Permit; however each technical area is required to be issued upon request as long as that portion of the total fee is paid. The remaining technical area's fees are not collected until that particular technical permit is requested which can be up to a year from the initial issue date.

Corrective Action:

The department has implemented the process of assigning control numbers to the permit applications including updates as they are received and placed in the system. Upon confirmation that the permit fee has been paid in full, the system will generate an updated permit number and close the control number access. All permit numbers are now computer generated with the Construction Official having sole authority and access to override the system. All fees are now computer generated with the Construction Official having sole authority and access to override.

Finding No. 2006-10

Condition:

During our test of the Recreation Department we found a breakdown of internal controls and circumstances that result in the possibility of material misstatements. As a result of the first two items listed below, we have issued a qualification in our audit opinion for the Trust Other Fund. The failure of the internal controls that led to the following findings, if not corrected, could lead to fraudulent activities not being detected. In the course of our audit procedures we found the following:

Condition:

The Recreation Department could not account for 172 season passes.

Analysis:

The initial pool pass information given to the auditor was incorrect and some passes (wrist bracelets) may have been used for purposes other than pools.

Corrective Action:

Pool passes will be numbered and controlled.

Condition:

We found that 9 out of 12 class head counts, the number of people in the class exceeded the number of people registered and paid for classes.

Analysis:

Head counts provided to the auditors by security staff was not actually a count of class participants.

Corrective Action:

A new procedure will be implemented in which the class roster will be provided at the front security desk and signing in will take place at that location.

Condition:

In 3 out of 17 instances, we found that the amount on the vendor's 1099 did not agree to the actual amount paid.

Analysis:

The disbursements of funds from the recreation trust account was performed by the Recreation department and they would provide the Finance department with tax information for 1099's

Corrective Action:

Finance department will be taking over the payment process of the trust account that was previously managed by Recreation.

Condition:

In several instances, the Recreation Department did not receive invoices for purchases. Payments were based on quotes received from the vendor.

Analysis:

All payments for services and merchandise requires payment vouchers with the vendor signature certifying that services have been provided and that the amount on the voucher is correct. The voucher is then signed by the department head indicating that services were received and payment can now be made. The voucher along with an invoice and supporting document is presented for payment. One particular vendor used his quote sheet as his invoice.

Corrective Action:

We will require and monitor supporting documents.

Condition:

We found 1 out of 20 instances, the extensions and footings on a quote were not correct. The Township underpaid a vendor by \$30.00.

Analysis:

This was a clerical error.

Corrective Action:

Review of documents will be more closely monitored.

Condition:

We found that the Recreation Department is not remitting the correct amount of credit card receipts to the current fund.

Analysis:

There is only one credit card terminal in the Recreation department and transactions for the current account and recreation trust account are both processed through the one terminal. The funds received from the credit card company are credited into the current account. At the end of the month the credit card transactions for the trust account are transferred to the trust account.

Corrective Action:

We will require the Recreation department to supply documentation on the trust account credit card activity.

Recreation Department overall Corrective Action:

As of August 2007 we have dedicated one employee to handle the accounting functions for the recreation trust account. That employee will report to the Finance Director for all matters concerning accounting. By the end of the year we would like to physically move this function to the Finance office so that all procedures will be enforced and we will have a check and balance with revenue and expenditure postings.

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

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

TELEFAX COVER SHEET

TO: Melissa Hayes

COMPANY: _____

DATE: 9/5/07

TO FAX NO. 265-15453

FROM: Marie Anese EXT. 6002 PAGES 9

SUBJECT: Res 2007-129 / Corrective
Action

FOR YOUR INFORMATION _____ PLEASE RESPOND _____

THANK YOU.

RESOLUTION NO. 2007 – 130

**A RESOLUTION EXTENDING CUSTODIAL OUTSOURCING CONTRACT
MUNICIPAL COMPLEX, KENNEDY CENTER AND WILLINGBORO
LIBRARY**

WHEREAS, the Township Council of the Township of Willingboro awarded a contract to ALL CLEAN BUILDING SERVICES, INC., 1202 South Olden Avenue, Trenton, N.J. 08610 for Custodial Services (Municipal Complex, Kennedy Center and Willingboro Library) on July 26, 2005 as per Resolution No. 2005 – 109; and

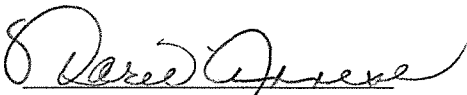
WHEREAS, said contract was extended for a one-year period in September 2006; and

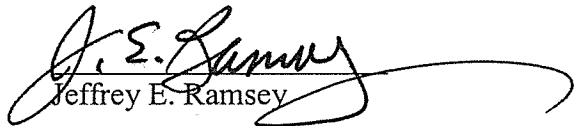
WHEREAS, it appears to be in the best interest of the township to approve the second and final one year extension of said contract which reflect a 2% increase over last year, resulting in a monthly cost of \$28,810.35 (monthly increase of \$564.94); and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of September, 2007, that the contract be extended for the second and final one year period.

Attest:


Marie Annese, RMC
Township Clerk


Jeffrey E. Ramsey

Mayor

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

Certification of Availability of Funds

This is to certify to the Council of the Township of Willingboro that funds for the following resolutions are available.

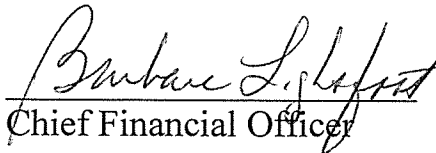
Resolution Date: 09/04/07

Resolution Number: 2007-130

Vendor: All Clean Building Services

Account Number	Amount	Department
07-01-26-310-000-132	\$115241.40	Bldg & Grds

Only amounts for the 2007 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

ACTING 
Chief Financial Officer

TOWNSHIP OF WILLINGBORO

Interoffice Memorandum

July 12, 2007

TO: Ms. Joanne Diggs, Acting Township Manager
FROM: Rich Brevogel, Supt Public Works
Reference: Extension of Custodial Outsourcing Contract
Sept 2007 - 2008



Ms. Diggs,

I have met with the appropriate township employees regarding the collective recommendation to extend the contract with All Clean for the year Sept 2007 to Sept 2008. The cost increase is 2%. The monthly overall cost to the township will be \$28,810.35 per month compared to \$28245.41 per month for the last year.

If you need any additional information please let me know. Thanks

[Handwritten Signature] 7/13/2007
Richard Brevogel
Supt. Public Works

Approved: *[Handwritten Signature]*
Ms. Joanne Diggs
Acting Township Manager

Cc; Ms. Marie Annese, Municipal Clerk



ALL CLEAN BUILDING SERVICES INC.
990 Spruce Street, Lawrenceville, NJ 08648
Phone; 609-695-1010 Fax: 609-695-1022

Fax

To: Rich Brevogel	From: Fred Valentino Ext.25
Fax: 877-7352	Pages: 3
Phone: 835-0278	Date: July 10, 2007
Re:	CC:

Urgent For Review Please Comment Please Reply Please Recycle

● **Comments:**



ALL CLEAN BUILDING SERVICES INC.
990 SPRUCE STREET · LAWRENCEVILLE, NJ 08648
PHONE: 609-695-1010 FAX: 609-695-1022

July 10, 2007

Mr. Richard A. Brevogel
Director of Public Works
Willingboro Township
429 JFK Way
Willingboro, NJ 08046

RE: Cleaning/Custodial Services

Mr. Brevogel,

All Clean Building Services, Inc. proposes to continue our services in Willingboro Township for the following term 2007 through 2008 at a rate increase of 2% in pricing as follows:

- Municipal Complex - \$88,199.40
- Kennedy Center - \$176,771.10
- Public Library - \$80,753.40

*Your price increases from \$28,245.41 to \$28,810.35 per month.

Should you have any question, please feel free to call me at 609-695-1010 Ext.25

Fred Valentino

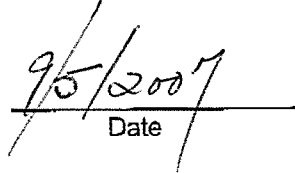
A handwritten signature in black ink, appearing to read "Fred Valentino".

Vice President
All Clean Building Services, Inc.

Acceptance

All Clean Building Services Inc. is hereby authorized to supply all labor, supervision, materials, and required to complete the work mentioned above proposal, for which we agree to pay the amount mentioned in said proposal and according to the terms thereof.


Authorized Signature


Date

05 Bid
Package

General Bid Requirements
for
Custodial Services

Introduction and Summary of Work

The purpose of this Request for Sealed Bids is to obtain offers from qualified bidders regarding Custodial Services for the Township of Willingboro. The successful bidder will supply labor, supervision, and other requirements as outlined in this Request for Sealed Bids.

Term

In accordance with N.J.S.A. 40A:11-15: Contract term is for a period of two years with two, one-year renewals providing the terms and conditions of the contract remain substantially unchanged. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. The second (2nd) year of the contract, including any one-year extensions, is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation, as well as Township satisfaction with the services provided. Extension of contract must be mutually agreed upon between the Township's governing body and the successful bidder.

This bid will be awarded to the lowest responsible, responsive bidder.

Pre-Bid Conference

There will be a pre-bid conference on June 17, 2005 at 9am. It is highly recommended that all vendors attend this meeting. Bidders not present will be responsible for understanding all information in the specification. Immediately after this meeting a tour of the buildings will be conducted in order to familiarize the contractors with the exact nature of the existing conditions of the work areas and requirements of the specifications for the extent and quality of the work to be performed. Vendors not present at the meeting can request, but will not be guaranteed, the opportunity to view the locations by requesting a site visit between the hours of 7:00 am-1:00 pm, Monday-Friday, from the Township's Department of Public Works, (609) 871-5700. Note: No adjustment will be made for bidder's failure to attend the pre-bid conference meeting or visit the site. However, any written changes will be forwarded to all potential bidders.

Sub-Contracting

The Contractor must be fully capable of performing the proposed services within its own resources and may not assign, transfer, or sublet this contract or any portion thereof without the written consent of the Township's governing body or authorized representative. Noncompliance with this requirement will result in immediate termination of the contract.

✓

RESOLUTION NO. 2005 – 109

**A RESOLUTION AWARDED A BID FOR OUTSOURCING
OF CUSTODIAL SERVICES – MUNICIPAL COMPLEX,
KENNEDY CENTER AND WILLINGBORO LIBRARY**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a Outsourcing of Custodial Services; and

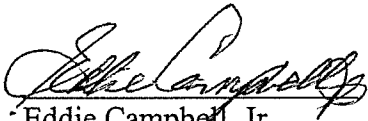
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of ALL CLEAN BUILDING SERVICES, INC., 1202 South Olden Avenue, Trenton, N.J. 08610 in the amount of \$333,937 for 2005 and \$338,945 for 2006; and

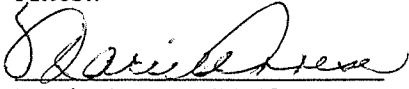
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of July, 2005, that the bid be accepted as per the attached bid return sheet and recommendation; and

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


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

Certification of Availability of Funds

This is to certify to the Council of the Township of Willingboro that funds for the following resolutions are available.

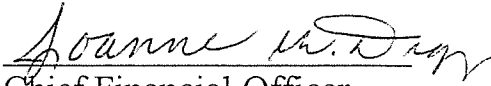
Resolution Date: 7/26/05

Resolution Number: 2005-109

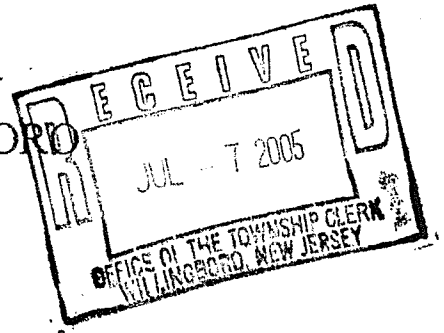
Vendor: ALL CLEAN BUILDING SERVICE INC
1202 SOUTH OLDEN AVE
TRENTON, NJ 08610

Account Number	Amount	Department
5-01-26-310-000-132	\$69,570.23	BLDG & GRDS
5-01-29-390-000-132	\$69,570.23	LIBRARY

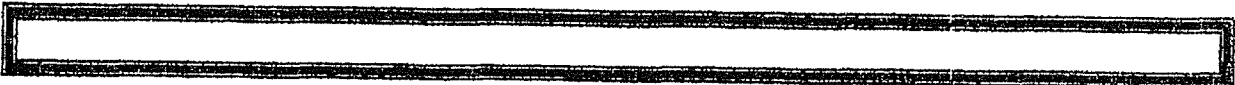
Only amounts for the 2005 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.


Chief Financial Officer

TOWNSHIP OF WILLINGBORO
Interoffice Memorandum
July 6, 2005



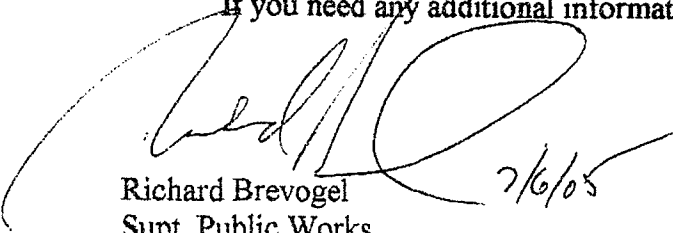
TO: Ms. Denise Rose, Township Manager
FROM: Rich Brevogel, Supt Public Works
Reference: Rewarding of Custodial Outsourcing Contract



Ms. Rose,

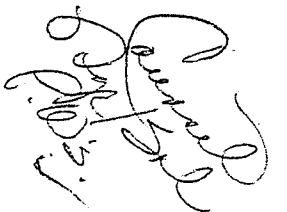
Based on a review of the Custodial Outsourcing Bids I would recommend we accept the bid from All Clean Services and award the contract to them as the lowest responsible bidder.

If you need any additional information please let me know. Thanks


Richard Brevogel
Supt. Public Works

Cc; Ms. Marie Annese, Municipal Clerk

Bid opened Friday, June 24th at 10:30 AM by Marie Annese. Present were Mr. Brevogel, Mr. McFarland, Ms. Barrientos and representatives from both agencies.



PROPOSAL SHEET

Custodial Services

1. Willingboro Township Municipal Complex, 1 Salem Road Willingboro, NJ
2. Willingboro Kennedy Center, 429 JFK Way, Willingboro, NJ
3. Willingboro Public Library, 220 Willingboro Parkway, Willingboro, NJ

	All Clean		Pritchard Ind.	
	2005	2006	2005	2006
1. Municipal Complex	\$ 85,193	\$ 86,470	\$ 81,905	\$ 82,924
2. Kennedy Center	\$ 170,744	\$ 173,305	\$ 219,985	\$ 222,722
3. Public Library	\$ 78,000	\$ 79,170	\$ 84,851	\$ 85,907
Total	\$ 333,937	\$ 338,945	\$ 386,741	\$ _____

Bid Requirements:

	Bond	Bond
Bid Guarantee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Cert. Consent of Surety	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Disclosure Statement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Non-Collusion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Affirmative Action	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
N.J. Business Registration	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other/Cert. of Emp. Info.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Rep.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Cont. Req	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Richard Brevogel for his review and recommendation

General Bid Requirements for Custodial Services

Introduction and Summary of Work

The purpose of this Request for Sealed Bids is to obtain offers from qualified bidders regarding Custodial Services for the Township of Willingboro. The successful bidder will supply labor, supervision, and other requirements as outlined in this Request for Sealed Bids.

Term

In accordance with N.J.S.A. 40A:11-15: Contract term is for a period of two years with two, one-year renewals providing the terms and conditions of the contract remain substantially unchanged. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed. The second (2nd) year of the contract, including any one-year extensions, is subject to the availability and appropriation annually of sufficient funds as may be required to meet the extended obligation, as well as Township satisfaction with the services provided. Extension of contract must be mutually agreed upon between the Township's governing body and the successful bidder.

This bid will be awarded to the lowest responsible, responsive bidder.

Pre-Bid Conference

There will be a pre-bid conference on June 17, 2005 at 9am. It is highly recommended that all vendors attend this meeting. Bidders not present will be responsible for understanding all information in the specification. Immediately after this meeting a tour of the buildings will be conducted in order to familiarize the contractors with the exact nature of the existing conditions of the work areas and requirements of the specifications for the extent and quality of the work to be performed. Vendors not present at the meeting can request, but will not be guaranteed, the opportunity to view the locations by requesting a site visit between the hours of 7:00 am-1:00 pm, Monday-Friday, from the Township's Department of Public Works, (609) 871-5700. Note: No adjustment will be made for bidder's failure to attend the pre-bid conference meeting or visit the site. However, any written changes will be forwarded to all potential bidders.

Sub-Contracting

The Contractor must be fully capable of performing the proposed services within its own resources and may not assign, transfer, or sublet this contract or any portion thereof without the written consent of the Township's governing body or authorized representative. Noncompliance with this requirement will result in immediate termination of the contract.

RESOLUTION NO. 2006 - 130
A RESOLUTION EXTENDING THE BID AWARD
CONTRACT FOR OUTSOURCING OF CUSTODIAL
SERVICES MUNICIPAL COMPLEX, KENNEDY
CENTER AND WILLINGBORO LIBRARY

WHEREAS, the Township Council of the Township of Willingboro previously requested and received bids for Outsourcing of Custodial Services; and

WHEREAS, the Township Council award the bid to All Clean Building Services, Inc., 1202 South Olden Avenue, Trenton, N. J. 08610 by adopting Resolution No. 2005-109 on July 26, 2005; and

WHEREAS, the original bid requirement allows for the extension based on mutual agreement between the Township's governing body and the successful bidder; and is allowed under LPCL, N.J.S.A. 40A:11-15; and

WHEREAS, it appears to be in the best interest of the Township to extend the contract of ALL CLEAN BUILDING SERVICES, INC., for one additional year (2007) in the amount of \$338,945; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of December, 2006, that the contract be extended for one year as per the attached recommendation.

BE IT FURTHER RESOLVED that a copy of this resolution be provided to All Clean and the Finance Department for their information and attention.

Jeffrey E. Ramsey, Mayor

Attest:

Marie Annese, RMC
Township Clerk

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

RESOLUTION NO. 2007 - 131
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

WHEREAS, The Township Council of the Township of Willingboro is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et, seq.; and

WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

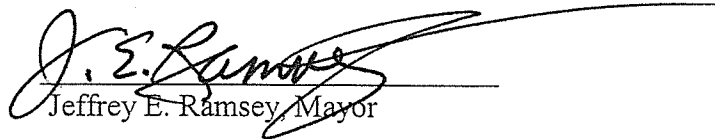
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.


Delaware Sign Agreement / Willingboro v. FRANKLIN AVE LLC / JAZZ FESTIVAL CONTRACTS

- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 9/4, 2007, that an Executive Session closed to the public shall be held on 9/4, 2007, at 7:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

It is anticipated that the deliberations conducted in closed session may be disclosed to the public upon determination of the Township Council that the public interest will no longer be served by such confidentiality.




 Jeffrey E. Ramsey, Mayor

Attest:

 Marie Anese, RMC
 Township Clerk

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

PRODUCTION SERVICES AGREEMENT

Initial 

 <p>Starlite Productions International, Inc. 2 Keystone Avenue, Suite 500 Cherry Hill, NJ 08003 Phone: (856) 489-9000 Fax: (856) 489-9001 Mike Abrams Mike_A@Starlite.com</p>	<p>Customer:</p>  <p>Willingboro Recreation Department 429 John F. Kennedy Way Willingboro, NJ 08046 (609) 871-0915 (phone) (609) 871-6990 (fax) Adrienne Jones adrienne_jones@willingborotwp.org</p>
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Services: Starlite Productions International, Inc. ("Starlite") hereby agrees to provide the following services (the "Services") to Customer on the Dates, at the Location/Event Site(s) and at the Event Times set forth in this Production Services Agreement (the "Agreement"), subject to the covenants, terms, conditions and limitations contained herein: Audio support on a 32' x 24' mobile stage for the annual Willingboro Jazz Festival. All necessary equipment to be setup, operated and struck for the festival concert event.

Location/Event Site(s): Mill Creek Park, Willingboro, NJ

Location setup: Date: Sat 9/8/07 From 9am to 6pm

Event: Date: Sun 9/9/07 From 11am to 8pm

Strike: Date: Sun 9/9/07 From 8pm to 12am

Summary: A period of 2 days commencing on 9/8/07 (the "Commencement Date") and continuing until 9/9/07 (the "Termination Date").

Equipment: In addition to the Services noted above, Starlite agrees to provide the following leased equipment ("Equipment") described in the attached Order#(s) #46063, #46622, #46821 to Customer on the Dates, at the Location/Event Site(s) and at the Event Times set forth in this Agreement or as otherwise herein specified, subject to the covenants, terms and conditions contained in this Agreement. Equipment which is to be purchased in connection with the Production Package shall be referenced under a separate section of the Agreement titled "Sales".

Contract Price: The Customer hereby agrees to pay Starlite the following amounts for the Services and Equipment to be provided hereunder, subject to such additional charges, taxes and surcharges as are provided in this Agreement:

Audio System:	\$7,063.85
Staging:	\$4,500.00
Backline Instruments:	\$2,661.00

Total Amount Due: \$14,224.85

Payable as Follows: COD/Check for 50% deposit prior to arrival, 50% balance paid by purchase order

Initial 

Schedule I Customer's Additional Requirements

Power: Customer shall provide at its sole expense at each Location/Event Site(s) sufficient electrical current to operate all of the Equipment in accordance with manufacturer's specifications and recommendations and all applicable law, including, without limitation, the following:

- 80 AMP, 120/208 volt, three-phase, 5-wire service

The electrical service provided in accordance with this paragraph shall be within 50 feet of upstage center and shall be isolated so that Starlite shall have exclusive use of the designated services.

Power Generator: Customer shall provide at its sole expense at each Location/Event Site(s) sufficient electrical current to operate all of the Equipment in accordance with manufacturer's specifications and recommendations and all applicable law, including, without limitation, the following:

- Generator with sufficient fuel to run continuously for tech setup and run of show
- Isolation transformer
- Generator technician on-site for duration of event

Starlite Productions strongly recommends the use of a backup or twin-pack generator to ensure continuous power in the event of mechanical failure of the primary generator. If the client chooses to forgo the use of a backup generator, Starlite Productions assumes no responsibility for generator failure and any effect a generator failure may have on the event.

Licensed Electricians: At each Location/Event Site(s), Customer shall provide at its sole expense a licensed electrician to hookup and disconnect all electrical service to the service receptacles during set up prior to the event and during the tear down immediately following the event. Said licensed electrician shall be on call at **9am on 9/8/07 and 9pm on 9/9/07**, and shall be experienced in bare wire tie-ins and shall provide all tools and supplies necessary to complete the electrical tie-ins within one (1) hour after the designated call time.

Additional Personnel: Customer shall provide at its sole expense (including, without limitation, Workers' Compensation insurance, FICA, Federal and State withholding taxes and insurance) at each Location/Event Site(s), the following minimum number of additional personnel for the purpose of assisting the Starlite's technicians and personnel throughout the entire load-in and load-out, all of whom shall satisfy the requirements and qualifications set forth in this Agreement:

- Electricians
- Laborers
- Overnight Security Services for Saturday, 9/8/07 to Sunday 9/9/07

There shall be no deduction for the cost of such personnel from the Contract Price to be paid hereunder to Starlite. All persons provided shall be sober, able-bodied persons at least eighteen (18) years of age and capable of lifting at least fifty (50) pounds without medical concern. All such personnel shall arrive to the Location/Event Site(s) on time and ready to work. Followspot operators shall be provided as required for all rehearsals and show calls and shall be at their light and ready to work no later than thirty (30) minutes prior to commencement of the event.

Rain Dates: If the event is rescheduled due to rain or other weather conditions, the following conditions will apply:

- If Customer cancels event before equipment leaves warehouse, no extra charges will be assessed.
- If Customer cancels event after equipment leaves warehouse but prior to unloading, round-trip freight and labor charges will be assessed
- If Customer cancels event after equipment is partially or entirely setup, the full contract price will be due.

If the event is cancelled and *not* rescheduled, extra charges may be assessed. Starlite makes no guarantee as to the availability of Equipment and/ or labor on rescheduled event date(s).

Initial 

Parking:

The Customer shall provide at its sole expense secure parking for 1 truck and 3 other vehicles, appropriate parking passes and total access to parking at all times said parking is needed by Starlite. Parking shall be provided as close as possible to loading area or stage for trucks/vehicles during load-in and load-out and within two (2) blocks of the Location/Event Site(s) during show. Additional parking for passenger vehicle(s) shall be provided within two (2) blocks of Location/Event Site(s) throughout entire event.

Meals: Customer shall provide a catered meal for all crew. Dinner should be a hot meal.

1. Payment Terms.

For Customers with approved credit terms with Starlite, payment of the Contract Price is due Net Thirty (30) days, except as otherwise noted on the first page of the Agreement.

Customers who do not have approved credit with Starlite shall be required to provide a deposit where the Services or Equipment ordered (the "Production Package") require special order merchandise or exceeds \$300.00 in value. The deposit shall be equal to 50% of the value of the Production Package or equal to the full value of any special order merchandise if that amount exceeds 50% of the value of the Production Package. No preparation work shall be done or special order merchandise processed until the deposit is received and no Equipment shall be shipped until the Contract Price has been timely paid as required hereunder. A service charge in the amount of the lesser of 1.5 % per month or the maximum amount chargeable under applicable law will be added to all past due invoices. Accrued rental charges shall not be applied against the purchase price of the Equipment, nor do they apply against any charges for loss of, or damage to, the Equipment.

If Customer defaults in the payment of any sums due hereunder or in the observance of any terms, conditions, or covenants of this Agreement or if Customer makes any assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated a bankrupt by any court, or voluntarily or involuntarily takes the benefit of any insolvency act or if a trustee is appointed in any non-bankruptcy proceeding, Starlite may, in its sole and absolute discretion, terminate this Agreement upon notice to Customer, and in such case, Starlite may, in addition to any and all other remedies and damages available at law or in equity, recover from Customer the full Contract Price less its direct and indirect costs and charges for Services, Additional Services and Equipment not rendered or to be rendered as a result of the termination.

2. Termination and Cancellation.

This Agreement may be terminated by either party upon Two (2) days prior written notice should the other party fail substantially to perform in accordance with the terms hereof through no fault of the party initiating termination. In the event the Production, as defined in Paragraph 15 below, is abandoned, Customer may terminate this Agreement upon Thirty (30) days prior written notice to Starlite and will be responsible for payment of Services up to the receipt of notice of termination, including but not limited to special orders, labor, and transportation or subcontractor costs.

In the event of cancellation less than Thirty (30) days from the start of load-in, Customer shall pay the Contract Price even though it is not possible to use any of the Equipment or services hereinabove set forth. No rebate or reduction to said amount shall be made by Starlite because of breakdown, weather, strikes, labor disputes, accidents, acts of God, terrorism, war, or any orders, laws, or otherwise issued directives or orders by any government agency unless, however, said orders or directives are subject to the control of Starlite.

3. Changes Affecting Contract Price.

Customer acknowledges and agrees that any change in the Location/Event Site(s), Dates or Event Times set forth above, or any other terms and conditions herein set forth, may affect the Contract Price.

4. Equipment Use/Damage.

By accepting delivery, Customer acknowledges that Customer has received the Equipment in good working condition and repair. Customer agrees that the Equipment will be used only for purposes for which it has been designed and that it will operate in strict conformance with all applicable laws and regulations. Customer or any of its employees, agents or subcontractors will not intentionally or negligently abuse, misuse, damage or destroy the Equipment.

Starlite's acceptance of the return of rented Equipment shall not be a waiver by Starlite of any claims that it may have against Customer, nor a waiver of claims for latent or patent damage to the Equipment. In the event of any loss, theft or damage to the Equipment in whole or in part (the "Damaged Equipment"), Customer shall promptly notify Starlite in writing of such loss, theft or damage and Customer shall, if Starlite, in its sole and absolute discretion, so elects: (a) place such Equipment in good condition and working order; (b) replace the Damaged Equipment with like Equipment in good condition and working order and furnish Starlite with necessary documents to vest good and marketable title thereto in Starlite; or (c) if Starlite determines, in its sole and absolute discretion, that any items of Equipment are damaged beyond repair, pay to Starlite within Thirty (30) days of Starlite's demand, the value of the loss or damage which, the parties hereby agree, shall be an amount equal to the sum of (i): all rents and other amounts due and owing under this Agreement at the time of such notification, plus (ii) the sum of the rents and other amounts to become payable during the balance of the Agreement, or relating to said Agreement, plus (iii) the cost of replacement of such item of Damaged Equipment, and upon the receipt of all such payments this Agreement shall terminate with respect to the item of Damaged Equipment, for which such payments have been made and Customer shall thereupon become the owner of the Damaged Equipment. Should Equipment requirements change after the execution of this Agreement, Customer agrees that there may be changes in the Contract Price including without limitation, the per unit prices, and the minimum rental; all other terms and conditions of this Agreement will remain in full force despite any amendment, substitution, addition or deletion of the Equipment, or any portion thereof.

5. No Warranty; Assumption of Risk.

Starlite makes no representations or warranties expressed or implied, as to the Equipment, including without limitation any implied warranty of merchantability or fitness for a particular purpose. Customer assumes all risks involved in the use and operation of the Equipment, including any and all risks arising out of the failure of the Equipment to operate and any injury, loss or damage arising from or in any way related to the Equipment whether or not the Equipment is used in connection with any other equipment.

6. Location/Event Site(s) Restrictions.

Customer agrees to use the Equipment only at the specified Location/Event Site(s). No Equipment or any portion thereof shall be sublet or assigned, or removed from said Location/Event Site(s) without the prior written consent of the Starlite.

While the parties acknowledge that in touring situations all Locations/Event Sites may not be determined at the time this Agreement is executed, in such cases Customer shall obtain from Starlite prior written consent to the Dates and Locations/Event Site(s) to which the Equipment will be provided at least Fourteen

(14) days prior to each of such Dates. In order to avoid a use tax being added to all invoices, Customer must provide to Starlite the Locations/Event Site(s), as they become known; Starlite must have this information at least Two (2) week(s) prior to the billing cycle. Failure to provide the information may result in Starlite retaking the Equipment and the assessment of a use tax.

If the Equipment is not promptly returned on the Termination Date, or for any reason it becomes necessary for Starlite to retake the Equipment to protect it from loss or damage, Starlite and its agents may, to the extent permitted by applicable law, enter upon Customer's property or the Location/Event Site(s) on which the Equipment is located, and retake the Equipment, without notice or legal process, and Customer waives all rights to a prior judicial hearing. Starlite and its agents may take any and all action reasonably necessary to retake the Equipment and Customer waives for himself, his agents and employees, all claims for damages and losses, physical and pecuniary, caused by retaking by Starlite. Customer agrees to pay for all costs and expenses incurred by Starlite in retaking Equipment.

7. Safety; Compliance with Laws.

Customer shall at all times use the Equipment in the safest manner possible and shall not take any action which, in the sole opinion of Starlite, would endanger or tend to compromise the safety of employees, contractors, or the public. No equipment or property other than that specified in this Agreement (including soft goods) may be attached to or suspended from the equipment without the prior written approval of Starlite. No personnel shall be allowed to climb or work on the Equipment while in rigged position unless he/she is wearing appropriate fall arrest equipment. Customer agrees at its sole expense to comply with all federal, state, and local laws, regulations, and specifically, to comply with all applicable ESTA or ANSI standards.

8. Personnel & Labor.

All personnel supplied by Starlite shall be employees or contractors of Starlite and not the Customer. Under no circumstances will Starlite employees or contractors be required to assist in the handling of any Equipment not supplied by Starlite or render any service not covered in this Agreement.

Starlite is a non-union corporation. Conformity to local labor union regulations, whether it be payment of moneys or meeting local craft requirements shall be the sole and exclusive responsibility of Customer.

9. Site Requirements

(a) Customer is to provide at its sole expense prior to the Commencement Date, any and all permissions, approvals and permits necessary or required to permit the performance of the Starlite's obligations hereunder, including, without limitation, permissions, approvals and permits for the following: electrical installation and hook-ups, other utility service usage and hook-ups, cable routing, Equipment positions, case storage locations, use of venue-owned or other equipment supplied by Customer, load-in and out times, parking, loading route and access, use of flying systems, and placement of any and all rigging and support equipment.

(b) Customer shall provide houselights and worklights for safe visibility of work areas. Any light source that illuminates any house or stage area shall be directly or indirectly controlled by Starlite from load-in through load-out. Customer acknowledges that Starlite may refuse to locate control consoles, followspots or

any other Equipment within reach of the public if such placement is deemed by Starlite to be in or on an unsafe, inadequately secured, or unstable location, and that Starlite shall at all times reserve the right to require, at Customer's sole cost, additional security personnel for these locations. In the event that a portable generator is used for the required electrical services, a qualified generator operator shall remain on site at the venue throughout the entire event to insure proper service and operation of said generator. Customer acknowledges that Starlite may refuse to utilize any unlawfully or improperly installed electrical connections.

(c) Customer, at its sole expense, shall provide Starlite and its employees, agents and subcontractors with full access to Location/Event Site(s) for (i) site survey and/or advance planning from time to time prior to the Commencement Date and (ii) the performance of Starlite's obligations under this Agreement during the Dates. Where access or backstage credentials are required for access to secured areas, Customer shall provide appropriate credentials to Starlite and all contracted personnel and staff upon arrival at site.

(d) Customer shall engage and maintain an adequate number of security and crowd control personnel to assure the safety of Starlite personnel and Equipment. Customer will be liable for all injury or damages to person and property, including, but not limited to, same resulting from abuse by performers or audience, damage from inclement weather, vandalism, and/or damage or loss due to theft of Equipment from the start of set up until the conclusion of load-out; Customer agrees to indemnify, defend and hold harmless Starlite from any and all liability which may arise from acts, failure to act or negligence of the security or crowd control personnel.

10. Indemnification.

Customer shall indemnify, defend and hold harmless Starlite and its officers, directors, shareholders, managers, members, employees, agents, contractors and subcontractors and their heirs, successors, transferees and assigns from any and all demands, claims, damages, injuries, losses and causes of action arising from or in any way related to this Agreement or the Services, Additional Services or Equipment to be provided hereunder with respect to any injury or death of any person (including, without limitation, any injury to or death of any employee, agent, invitee, contractor and subcontractor of Starlite or Customer) or damage or loss to, or theft of, any property, other than same resulting solely and directly from the gross negligence or willful misconduct of Starlite or its employees, agents or subcontractors. Without limitation to any other rights or obligations of Customer to Starlite hereunder, in the event Starlite shall, without fault on its part, be made a party to any litigation commenced by or against Customer or Customer's employees, agents, invitees, contractors or subcontractors, then Customer shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Starlite in connection with such litigation.

11. Insurance Requirements.

Customer agrees to purchase and maintain the following insurance coverages and limits for the duration of this Agreement:

(a) **Workers Compensation and Employers Liability Insurance:** Customer shall maintain workers compensation and employers liability insurance coverage for the Customer's employees with the following minimum coverage amounts: (i) Workers Compensation benefits as provided by statute; and (ii)

Initial 

employers liability coverage in amounts not less than \$1,000,000 for each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease, and \$1,000,000 for each employee for bodily injury by disease.

(b) **General Liability:** Customer shall carry commercial general liability coverage with the following minimum coverage amounts: (i) \$1,000,000 each occurrence combined single limit for bodily injury and property damage; (ii) \$1,000,000 aggregate for products and completed operations liability; and (iii) \$2,000,000 annual aggregate liability.

Certificates of Insurance addressed to Starlite shall be provided by Customer to Starlite prior to the Commencement Date as evidence of the coverages described above. Notwithstanding the foregoing, such Certificates may name Starlite as an additional insured on the Customer's general liability policies.

12. Force Majeure.

In the event Starlite cannot furnish the Equipment, Services or Additional Services or otherwise perform its obligations under this Agreement for reasons outside the control of Starlite, such as, by way of example only, breakdown, weather, strikes, labor disputes, accidents, acts of God, terrorism, war or any orders, laws, or otherwise issued directives or orders by any government agency (unless, however, said orders or directives are subject to the control of Starlite); Starlite shall be released from the terms of this Contract which have been so rendered impossible of performance. The total price paid by the Customer shall be reduced by performance for which Starlite has been excused, and Starlite shall not be liable for damages, direct or consequential, as a result thereof.

13. Taxes and Fees.

Customer shall pay upon demand all taxes (including, without limitation, applicable sales and use taxes as determined in Starlite's reasonable judgment), Union fees, inspection fees, license fees (including ASCAP, BMI, and SESAC license fees if audio reproduction of music is provided), and other any fees that may be charged or assessed in connection with this Agreement or the Equipment, Services and Additional Services to be provided hereunder.

14. Promotional Materials; Production Credit.

Customer hereby agrees that Starlite shall have the right to list Customer and/or the name of the production for which Equipment, Services and Additional Services were provided (the "Production")

as customer(s) of Starlite in any Starlite promotional materials, including, without limitation, the use in any and all media (such as, without limitation, renderings, photographs and video). During the term of this Agreement, Customer shall include the following on-screen and/or program credit, whenever possible, in all advertisements or otherwise where reference is made to the Production: "Audio, Video, Lighting, Special Effects Equipment and Technical Production Services provided by Starlite Productions of Cherry Hill, NJ"

15. Miscellaneous.

The parties mutually agree:

(a) This Agreement cannot be modified, assigned or transferred without the written consent of both parties.

(b) Time is of the essence in this Agreement.

(c) Notice required hereunder shall be hand delivered or mailed, postage prepaid, to the parties at their respective addresses appearing above, or as subsequently changed with notice to the other party.

(d) This Agreement shall be construed under the laws of the State of New Jersey and any dispute arising from this Agreement shall be determined by the federal or state courts in said State.

(e) Starlite shall have all remedies under the law to enforce this Agreement and to collect any sums due hereunder. The Customer shall pay all costs and expenses incurred in connection with the enforcement of this Agreement, including, without limitation, the costs of collection, reasonable attorney's fees and court costs.

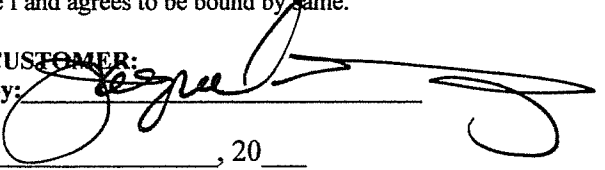
(f) Nothing in this Agreement shall require the commission of any act contrary to the law or any rule or regulation of any union guild, or similar body having jurisdiction over the performance of these services, and whenever any such conflict shall exist, this Agreement shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict.

(g) The illegality, invalidity or unenforceability under law of any covenant, restriction or condition or any other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.

(h) This Agreement is subject to acceptance by Starlite Productions at its principal office in Cherry Hill, New Jersey and unless and until this Agreement is so accepted it shall not be binding upon Starlite Productions. The approval of this Agreement shall require the signature of a duly authorized officer of Starlite Productions.

Starlite hereby agrees to provide the Services and Equipment, and the undersigned Customer hereby agrees to accept said Services and Equipment and to timely pay for same, in accordance with the terms and conditions set forth in this Agreement, including, without limitation, the "Terms and Conditions" and Schedule I ("Customer's Additional Requirements"), attached to this Agreement and incorporated herein by reference. The undersigned Customer hereby acknowledges that the undersigned has read said "Terms and Conditions" and Schedule I and agrees to be bound by same.

STARLITE:
By: _____

CUSTOMER:
By: 

This Agreement is executed and dated as of: _____, 20__

STARLITE

PRODUCTIONS

2 Keystone Avenue, Suite 500 Cherry Hill, NJ 08003
 Phone (856)489-9000 Fax (856)489-9011
 www.starlite.com

Production

Order #: 46063
From: 09/07/2007
To: 09/09/2007
Deliver Via: 24STARLITE
Return Via: 24STARLITE
Ship Sales On:
Ship Sales Via: N/A
Sales Person: ABRAM

Job #: **Event:** Jazz Fest '07 Main Stage - Audio **Report Date:** 08/29/2007 11:56:44AM

Customer: Willingboro Recreation Dept 429 John F. Kennedy Way Willingboro, NJ 08046-	Ship to: Willingboro Recreation Dept 429 John F. Kennedy Way Willingboro, NJ 08046-
Contact: Adrienne Jones 609-871-0915	Contact: Adrienne Jones 609-871-0915
Fax: 609-871-6990	Fax: 609-871-6990

P.O.#: **Terms:** CODCHECK **Tax Code:** EXEMPT **F.O.B.:** ORIGIN

Notes: Overnight security is required. The client will be held responsible for any damage or loss of equipment.

This is a QUOTE ONLY and does not constitute an Agreement to obtain equipment or labor from Starlite Productions. All equipment, labor and other services are subject to availability. Please verify this quote for completeness and accuracy prior to confirming your production.

This quote is based on preliminary information supplied by client. Prices are estimated only and are subject to change pending further development of this project.

This contract is based on information supplied by the client. A Tech Rider, Input List and Stage Plot will be necessary to verify that equipment needs can be met and to finalize designs. Any additional equipment needed may incur additional charges.

Labor quote is based on information provided by the client. All additional hours will be billed at \$45.00 per hour.

This quote is based on information supplied. A site survey will be necessary to verify that power needs can be met and to finalize designs.

Starlite Productions is a non-union corporation. Conformity to local labor union regulation, whether it be payment of moneys or meeting local craft requirements shall be the sole and exclusive responsibility of PURCHASER.

Upon confirmation of order with Starlite Productions, Willingboro Recreation Department acknowledges that there shall be no reduction in the contract price for cancellation or non-completion of the event, in whole or in part, resulting from inclement weather or other causes not directly attributable to Starlite Productions.

Starlite to provide setup, focus, training and strike labor.
 Client to provide board operator for all rehearsals and shows.

Client to provide 120/208v, 3-phase, 5-wire power (100 amps per leg) no more than 50 feet from the stage. Tie-in must be performed by a licensed electrician at the client's expense.

Starlite Productions strongly recommends the use of a backup or twin-pack generator to ensure continuous power in the event of mechanical failure of the primary generator. If the client chooses to forgo the use of a backup generator, Starlite Productions assumes no responsibility for generator failure and any effect a generator failure may have on the event.

Rain Dates: If the event is rescheduled due to rain or other weather conditions, the following conditions will apply:

QTY	DESCRIPTION	PERIOD	RATE	EXTENDED
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Equipment

Front of House

1	Midas Verona 480 48x8 console touring package		1.00	
2	IEC detachable 6' power cord, grounded		1.00	
3	Littlelite 18" XLR detachable right angle lam		1.00	
1	Midas Verona V4808 dust cover		1.00	
1	ATA roadcase with castors for Midas Verona 48		1.00	
1	EZ-Tilt aluminum console rocker stand		1.00	
2	EZ-Tilt rocker stand leg w/ post		1.00	
2	EZ-Tilt rocker "X" frame wing nut kit		1.00	
1	Drive/FX Rack:		1.00	
1	Furman PL-PLUS power conditioner 120v 15amp		1.00	
1	EAW MX800i-850 CCEP-4 way spk processor KF850		1.00	
1	IEC detachable 6' power cord, grounded		1.00	
1	Klark-Teknik DN360B dual 1/3 octave equalizer		1.00	
1	Klark-Teknik DN300 mono 1/3 octave equalizer		1.00	
2	IEC detachable 6' power cord, grounded		1.00	
1	Yamaha SPX-990 digital multi-effects processo		1.00	
1	Roland SDE-3000 digital delay		1.00	
1	Tascam CD-RW402 dual tray CD recorder		1.00	
1	IEC detachable 6' power cord, grounded		1.00	
1	ATA case removable lids		1.00	
1	Custom Dynamics Rack		1.00	
1	Furman PL-8 power conditioner 120v 15amp		1.00	
1	Klark Teknik Square ONE Dynamics		1.00	
1	IEC detachable 6' power cord, grounded		1.00	
4	dbx 160A compressor / limiter		1.00	
1	IEC detachable 6' power cord, grounded		1.00	
1	PreSonus ACP88 8 channel compressor/gate		1.00	
1	IEC detachable 6' power cord, grounded		1.00	
3	6 Ch. 25' Non-discrete insert snake		1.00	
1	ATA case removable lids		1.00	
	<i>Rolling rack</i>			
1	Fostex D2424 LV 24-track HD recorder		1.00	
2	8 Ch. 25' 1/4" Discrete insert snake		1.00	

STARLITE

PRODUCTIONS

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Production

Order #: 46063
From: 09/07/2007
To: 09/09/2007
Deliver Via: 24STARLITE
Return Via: 24STARLITE
Ship Sales On:
Ship Sales Via: N/A
Sales Person: ABRAM

Job #:

Event: Jazz Fest '07 Main Stage - Audio

Report Date: 08/29/2007 11:56:44AM

STARLITE

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Production

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QTY	DESCRIPTION	PERIOD:	RATE	EXTENDED
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Equipment

1	ATA case removable lids <i>Floating Rack</i>		1.00	
<u>Monitor World</u>				
1	Midas Verona 320 24x8x8 console tour package		1.00	
2	Littlelite 18" XLR detachable right angle lam		1.00	
1	Midas Verona 320/8 roadcase		1.00	
1	Midas Verona V3208 dust cover		1.00	
1	IEC detachable 6' power cord, grounded		1.00	
1	EZ-Tilt aluminum console rocker stand		1.00	
2	EZ-Tilt rocker stand leg w/ post		1.00	
2	EZ-Tilt rocker "X" frame wing nut kit		1.00	
1	6 Mix monitor EQ rack consisting of:		1.00	
3	Klark-Teknik DN360B dual 1/3 octave equalizer		1.00	
3	IEC detachable 6' power cord, grounded		1.00	
1	6 Ch. 25' Non-discrete insert snake		1.00	
1	10' Edison 5-15 Ext. 12/3 SJ		1.00	
1	I/O 2RU w/(6)MXLR In (6) FXLR Out		1.00	
1	Furman PL-8 power conditioner 120v 15amp		1.00	
1	ATA case removable lids		1.00	
1	Klark-Teknik DN360B dual 1/3 octave equalizer		1.00	
1	IEC detachable 6' power cord, grounded		1.00	
1	ATA case removable lids		1.00	
<u>Loudspeakers</u>				
6	EAW KF850EF 3-way arrayable loudspeaker		1.00	
6	Custom castor tray		1.00	
6	Heavy duty custom cover for KF850		1.00	
6	ATM AMFS-KF850T 3x4 truss bar for EAW KF850		1.00	
12	EAW SB1000e 2x18" high-output subwoofer (AP4		1.00	
12	Custom fitted heavy-duty equipment cover		1.00	
7	EAW SM12 LEFT 2-way concert monitor (12" + 1.		1.00	
3	EAW SM12 RIGHT 2-way concert monitor (12" + 1		1.00	
5	ATA roadcase for 2 EAW SM12 monitors		1.00	
1	EAW JF560e 2-way trapezoidal full-range loud <i>Full Range</i>		1.00	

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Job #: Event: Jazz Fest '07 Main Stage - Audio

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QTY	DESCRIPTION	PERIOD:	RATE	EXTENDED
Equipment				
1	ATA roadcase with castors for 2 JF560's		1.00	
1	EAW SB250R 2 x 15" high-output subwoofer		1.00	
1	Heavy duty custom cover for SB250		1.00	
1	Custom castor tray		1.00	
<u>Amplifiers</u>				
2	<u>Starlite Main 3-Way Amp Rack consisting of:</u>		1.00	
2	Crown Macro-Tech 1200 commercial power amplif		1.00	
2	Crown Macro-Tech 2400 commercial power amplif		1.00	
2	Crown Macro-Tech 3600Vz power amplifier		1.00	
2	I/O 3RU w/ W1in/out (2) EP6 out / (4) NL4 out		1.00	
2	RP2 L2130 thru w/ 1 L530 & 2 ED out (30A/leg)		1.00	
2	8 Channel line isolator 1RU		1.00	
12	1' XLR (3-pin)		1.00	
2	16' heavy-duty clear 4-circuit rope light		1.00	
2	3 space dual fan panel		1.00	
2	14RU ATA custom amp rack w/removable lids		1.00	
2	<u>Starlite Sub Amp Rack consisting of:</u>		1.00	
2	Crown Macro-Tech 5000Vz power amplifier		1.00	
2	Crown Macro-Tech 5002Vz power amplifier		1.00	
2	I/O 2RU w/(4)MXLR, (2) FXLR In (4) NL4 Out		1.00	
2	RP2 L2130 thru w/ 2 L530 & 1 ED out (30A/leg)		1.00	
2	3 space dual fan panel		1.00	
2	Blank 1 space panel		1.00	
2	16' heavy-duty clear 4-circuit rope light		1.00	
6	1/4 TRS to male XLR adapter		1.00	
2	14RU ATA custom amp rack w/removable lids		1.00	
1	Custom Sub Rack		1.00	
2	Crown Macro-Tech 3600Vz power amplifier		1.00	
2	Female L530 to male edison adapter		1.00	
1	Crown Macro-Tech 5002Vz power amplifier		1.00	
1	RP2 L2130 thru w/ 1 L530 & 2 ED out (30A/leg)		1.00	
1	I/O 2RU w/(4)MXLR, (2) FXLR In (4) NL4 Out		1.00	
1	3 space dual fan panel		1.00	
1	16' heavy-duty clear 4-circuit rope light		1.00	
3	1/4 TRS to male XLR adapter		1.00	
1	XLR 3-pin cable, 3' (black shrink w/white le		1.00	
1	14RU ATA custom amp rack w/removable lids		1.00	

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 To: 09/09/2007
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 Ship Sales On:
 Ship Sales Via: N/A
 Sales Person: ABRAM

Job #: Event: Jazz Fest '07 Main Stage - Audio

Report Date: 08/29/2007 11:56:44AM

QTY	DESCRIPTION	PERIOD	RATE	EXTENDED
Equipment				
<i>Please make sure all sub racks have thru on IO panel.</i>				
2	4 Mix monitor amp rack consisting of:		1.00	
2	Klark Teknik DN9848 4X8 loudspeaker processor		1.00	
4	Crown Macro-Tech 1200 commercial power amplif		1.00	
4	Crown Macro-Tech 2400 commercial power amplif		1.00	
2	Starlite NL4/FXLR IO Panel		1.00	
16	XLR 3-pin cable, 3' (black shrink w/white le		1.00	
2	RP3 L2130 thru w/6 ED out (30A/leg)		1.00	
2	ATA case removable lids		1.00	
1	Custom Drum Monitor Amp Rack		1.00	
1	EAW MX-300i CCEP processor		1.00	
1	Crown Macro-Tech 2400 commercial power amplif		1.00	
1	Crown Macro-Tech 3600Vz power amplifier		1.00	
1	Female L530 to male edison adapter		1.00	
1	3 space dual fan panel		1.00	
2	male NL4 -to- MDP banana adapter		1.00	
1	ATA case removable lids		1.00	
	<i>Hi - 2400 ch1</i>			
	<i>Mid - 2400 ch2</i>			
	<i>Sub - 3600</i>			
<u>Wireless Microphones</u>				
1	Shure U Series Wireless 2 Pack Rack		1.00	
1	Shure U4D dual channel UHF receiver w/2 anten		1.00	
1	IEC detachable 6' power cord, grounded		1.00	
2	Shure UHF Half wave dipole antenna		1.00	
2	2' UHF coaxial cable BNC-BNC		1.00	
2	Shure U1 UHF bodypack transmitter only (witho		1.00	
2	Shure belt clip (UC1, UC1B, U1)		1.00	
2	Shure WA302 1/4 TS to TA4F adapter		1.00	
2	Shure U2 handheld UHF transmitter only w/SM-5		1.00	
2	Shure WA371 wireless handheld swivel mic clip		1.00	
1	ATA case removable lids		1.00	
<u>Wired Microphones</u>				
1	Microphone Package		1.00	
1	Shure Beta 52 supercardiod, dynamic kick-drum		1.00	
1	Shure Beta91 boundry microphone		1.00	

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Equipment

1	Shure RPM626 In-line preamp for Beta91	1.00
1	Shure C98D 15' Triple-Flex cable for Beta91	1.00
1	Shure padded storage bag	1.00
8	Shure SM-57LC cardioid, dynamic microphone	1.00
8	Microphone stand clip	1.00
8	Shure SM-58LC cardioid, dynamic microphone	1.00
8	Microphone stand clip	1.00
2	Audix OM-6 hypercardioid dynamic microphone	1.00
2	Audix MC-1 handheld microphone clip	1.00
2	Audix padded microphone bag	1.00
1	Shure Beta 57A supercardioid, dynamic micropho	1.00
1	Microphone stand clip	1.00
4	Shure Beta 87A supercardioid condensor vocal m	1.00
4	Microphone stand clip	1.00
4	Shure SM87 wind screen	1.00
2	Sennheiser E604 Dynamic tom/drum mic	1.00
2	Sennheiser Drum clamp for E604	1.00
2	Shure Beta 56 supercardioid, dynamic instrumen	1.00
1	AT AE2500 cardioid condenser/dynamic dual ele	1.00
1	AT isolation clamp for AE2500 mic	1.00
1	AT AE2500 padded carrying bag	1.00
1	AT AE2500 16.5 5pin FXLR to (2) 3pin MXLR cab	1.00
1	Shure SM98A miniature cardioid condensor instr	1.00
1	Shure A98MK drum mount kit for SM-98	1.00
1	Shure SM98A horn mount	1.00
1	Shure SM98A isolated stand mount	1.00
6	Shure KSM137/SL cardioid condensor mic	1.00
6	Shure small mic clip	1.00
6	Shure A137C carrying case for KSM137/SL	1.00
6	Shure A100WS windscreen for KSM137/SL	1.00
4	Shure SM-81 cardioid condensor instrument micr	1.00
4	Shure small mic clip	1.00
4	Shure SM81 windscreen	1.00
4	Shure SM81 carry case	1.00
6	Sennheiser MD421-II dynamic cardioid microphon	1.00
6	Microphone clip for Sennheiser MD421 MKII	1.00
6	Custom Carrying Case	1.00
1	Beyerdynamic M88 vocal/kick microphone	1.00

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Equipment

1	Pop screen for Beyerdynamic M88		1.00	
1	Custom Carry Bag		1.00	
6	BSS AR133 active direct box/line balancer w/g		1.00	
6	10' TS 1/4 cable		1.00	
2	Audix SCX25 cardioid condenser microphone		1.00	
2	Audix MC-4 handheld microphone clip		1.00	
2	Audix Cherry padded box		1.00	
2	Audix D-FLEX dual pivot microphone clip jaw		1.00	
2	ATA briefcase		1.00	

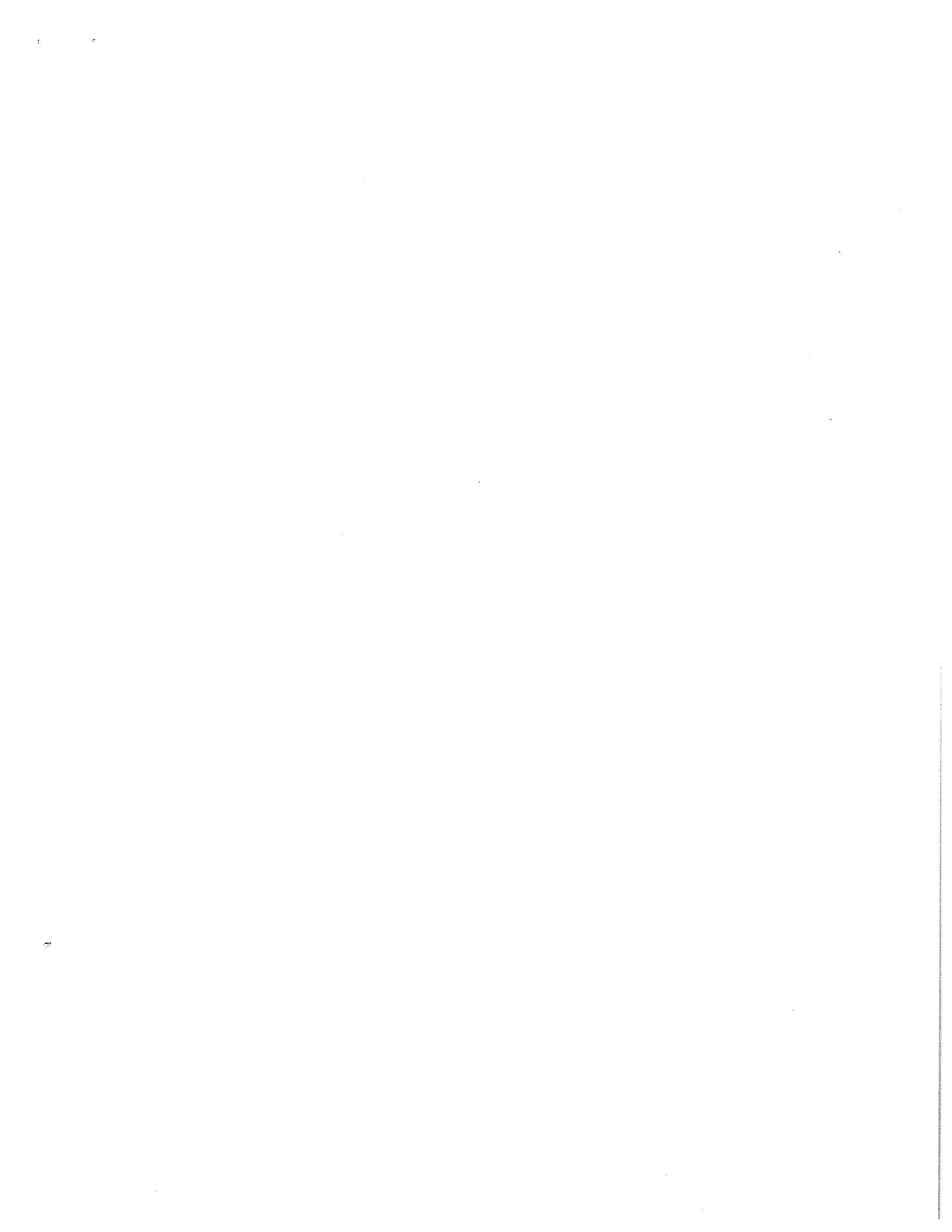
1	Stand Package:		1.00	
18	Atlas MS-10CE black mic stand w/base		1.00	
8	Atlas MS20E black heavy duty mic stand		1.00	
26	K&M 18" - 32" telescoping boom black		1.00	
8	K&M 22" - 38" telescoping boom		1.00	
8	Atlas DMS-10E 14 1/4" to 26 1/4" ebony mic st		1.00	

Drum Riser

2	Staging Concepts SC90 4' x 8' stage deck		1.00	
1	Rotolock hex key		1.00	
1	Staging Concepts bolt kit		1.00	
	<i>(8) Corner bolts for stage leg (8) Thumbscrew for center leg (8) Step unit connectors (bolt and wing nut) (8) Allen screws for cross bracing</i>			
2	12" Double rolling leg		1.00	
4	12" Single rolling leg		1.00	

Communications

1	Telex/Audiocom PS2000L 2-ch. power supply		1.00	
1	Telex RMK-S single rack mount kit / Intercom		1.00	
1	IEC detachable 6' power cord, grounded		1.00	
1	ATA case removable lids		1.00	
2	Telex BP-1000 single channel beltack		1.00	
2	Telex call indicator		1.00	
2	Shure PS40 in-line power supply		1.00	
2	Telex HS6 Handset		1.00	
1	Motorola CP200 radio 6 pack consisting of:		1.00	
6	Motorola CP200 portable UHF radio		1.00	



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Equipment

6	Motorola NiMH battery for CP200		1.00	
6	Motorola remote speaker mic for CP200		1.00	
1	Motorola 6-unit gang charger for CP200		1.00	

Signal Cable

1	Concert 56 Dual Fanout System consisting of:		1.00	
1	Whirlwind Concert-56 48x8 stage box w/split &		1.00	
1	ATA roadcase for Whirlwind Concert 56 stage b		1.00	
1	Whirlwind 200' W4-W4 trunk cable (no gender)		1.00	
1	Whirlwind 200' W1 male - W1 female drive cabl		1.00	
1	200' 10/5 SO cable w/L21-30 M to L2130 F 3-ph		1.00	
1	FOH Audio 200' loom case		1.00	
1	10' Whirlwind W4 to XLR fanout (for FOH conso		1.00	
1	50' Whirlwind W4 to XLR fanout (for monitor c		1.00	
1	Whirlwind 100' W1 male - W1 female drive cabl		1.00	
1	Whirlwind 50' W1 male - W1 female drive cable		1.00	
2	Whirlwind 10' W1 male - W1 female drive jumpe		1.00	
2	50' 9 ch. (no returns) fan to box snake		1.00	
1	50' 12 ch. (no returns) fan to box snake		1.00	
4	4 ch. 25' snake MXLR - FXLR		1.00	
1	3 ch. 100' snake MXLR - FXLR		1.00	
1	5 ch. 100' snake MXLR - FXLR		1.00	
1	6 ch. 100' snake MXLR - FXLR		1.00	
12	XLR 3-pin cable, 100' (white shrink w/black		1.00	
14	XLR 3-pin cable, 50' (yellow shrink w/black		1.00	
28	XLR 3-pin cable, 25' (blue shrink w/black le		1.00	
18	XLR 3-pin cable, 10' (red shrink w/black let		1.00	
10	XLR 3-pin cable, 5' (black shrink w/white le		1.00	

Speaker Cable

1	Speaker Cable Package:		1.00	
2	100' AP6 male to AP6 female speaker cable		1.00	
2	50' AP6 male to AP6 female speaker cable		1.00	
2	25' AP6 male to AP6 female speaker cable		1.00	
4	5' AP6 male to AP6 female speaker cable		1.00	
2	2' AP6 male to AP6 female speaker cable		1.00	
6	100' NL4 to NL4 speaker cable (speakon)		1.00	
12	50' NL4 to NL4 speaker cable (speakon)		1.00	

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QTY	DESCRIPTION	PERIOD:	RATE	EXTENDED
Equipment				
16	25' NL4 to NL4 speaker cable (speakon)		1.00	
8	10' NL4 to NL4 speaker cable (speakon)		1.00	
12	Neutrik NL4 to NL4 mating adapter		1.00	
<u>Power Cable</u>				
1	L2130 power distro 6 L2130 out (cam in)		1.00	
1	Lex 100 Amp 3 phase 15E out cam in		1.00	
1	L2130 Pacakge:		1.00	
2	100' 10/5 SO cable w/L21-30 M to L2130 F 3-ph		1.00	
8	50' 10/5 SO cable w/L21-30 M to L2130 F 3-pha		1.00	
8	25' 10/5 SO cable w/L21-30 M to L2130 F 3-pha		1.00	
8	10' 10/5 SO cable w/L21-30 M to L2130 F 3-pha		1.00	
2	Stringer box L2130 thru w/3 ED out (30A/leg)		1.00	
1	Feeder Package:		1.00	
1	<u>2/0 x 100' feeder set consisting of:</u>		1.00	
1	2/0 x 100' feeder cable extension w/black ca		1.00	
1	2/0 x 100' feeder cable extension w/blue cam		1.00	
1	2/0 x 100' feeder cable extension w/red caml		1.00	
1	2/0 x 100' feeder cable extension w/white ca		1.00	
1	2/0 x 100' feeder cable extension w/green ca		1.00	
1	<u>Camlock "T" 5-piece set consisting of:</u>		1.00	
1	Camlock tapping T, black (M-F-F)		1.00	
1	Camlock tapping T, blue (M-F-F)		1.00	
1	Camlock tapping T, red (M-F-F)		1.00	
1	Camlock paralleling T, white (M-M-F)		1.00	
1	Camlock paralleling T, green (M-M-F)		1.00	
1	<u>2/0 feeder tail set consisting of:</u>		1.00	
1	2/0 x 5' black feeder tail (female camlock to		1.00	
1	2/0 x 5' blue feeder tail (female camlock to		1.00	
1	2/0 x 5' red feeder tail (female camlock to p		1.00	
1	2/0 x 5' white feeder tail (male camlock to p		1.00	
1	2/0 x 5' green feeder tail (male camlock to p		1.00	
2	<u>4/0 x 10' feeder set consisting of:</u>		1.00	
2	4/0 x 10' feeder cable extension w/black cam		1.00	
2	4/0 x 10' feeder cable extension w/blue caml		1.00	
2	4/0 x 10' feeder cable extension w/red camlo		1.00	
2	4/0 x 10' feeder cable extension w/white cam		1.00	
2	4/0 x 10' feeder cable extension w/green cam		1.00	

STARLITE

PRODUCTIONS

2 Keystone Avenue, Suite 500 Cherry Hill, NJ 08003
 Phone (856)489-9000 Fax (856)489-9001
 www.starlite.com

Production

Order #: **46063**
 From: 09/07/2007
 To: 09/09/2007
 Deliver Via: 24STARLITE
 Return Via: 24STARLITE
 Ship Sales On:
 Ship Sales Via: N/A
 Sales Person: ABRAM

Job #: Event: Jazz Fest '07 Main Stage - Audio

Report Date: 08/29/2007 11:56:44AM

QTY	DESCRIPTION	PERIOD	RATE	EXTENDED
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Equipment

1	ATA utility case w/castors		1.00	
6	100' Edison 5-15 Ext. 12/3 SJ		1.00	
10	50' Edison 5-15 Ext. 12/3 SJ		1.00	
12	25' Edison 5-15 Ext. 12/3 SJ		1.00	
16	10' Edison 5-15 Ext. 12/3 SJ		1.00	

Miscellaneous

2	Audio adapter kit consisting of:		1.00	
8	1/4 TRS to male XLR adapter		1.00	
8	1/4 TRS to female XLR adapter		1.00	
4	Neutrik NL4 to NL4 mating adapter		1.00	
4	male to female XLR polarity reverse adapter		1.00	
8	Switchcraft #389 3-pin XLR female-female turn		1.00	
8	Switchcraft #390 3-pin XLR male-male turnarou		1.00	
8	male to female XLR pin 1 lift adapter		1.00	
4	Edison ground lift adapter		1.00	
8	(1) female XLR to (2) male XLR "Y" adapter		1.00	
4	Male RCA to male XLR adapter		1.00	
4	Male RCA to female XLR adapter		1.00	
4	male NL4 -to- MDP banana adapter		1.00	
2	Shure carry case		1.00	
18	36" ORANGE cable ramp w/hinged lid (5 x 1-1/2		1.00	
2	EZ-Up Tent, 10' x 10' canopy, 10'-6"h max.		1.00	
2	Cover, EZ-Up Tent, 10' x 10'		1.00	
16	Sandbag, w/saddle strap, 25lb., black		1.00	
1	ATA case removable lids		1.00	
12	Blue Tarps		1.00	
	<i>As many as you can find.</i>			
2	Mackie MS1202V1z 4-mic, 4-stereo line audio m		1.00	
2	IEC detachable 6' power cord, grounded		1.00	
2	Mackie MS1202 bag		1.00	
1	Mackie MS1402-VLZ Pro 6-mic, 4 stereo line po		1.00	
1	IEC detachable 6' power cord, grounded		1.00	
1	ATA briefcase		1.00	
1	Open roll of white gaff		1.00	

STARLITE

PRODUCTIONS

2 Keystone Avenue, Suite 500 Cherry Hill, NJ 08003
 Phone (856)489-9100 Fax (856)489-9001
 www.starlite.com

Production

Order #: **46063**
 From: 09/07/2007
 To: 09/09/2007
 Deliver Via: 24STARLITE
 Return Via: 24STARLITE
 Ship Sales On:
 Ship Sales Via: N/A
 Sales Person: ABRAM

Job #: Event: Jazz Fest '07 Main Stage - Audio

Report Date: 08/29/2007 11:56:44AM

QTY	DESCRIPTION	PRICE	EXTENDED
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Sales

- 2 Pro-Gaffer 2"X60YDS Vinyl Cloth Tape, Black
- 1 Pro-Gaffer 2"X60YDS Vinyl Cloth Tape, White
- 8 Procell AA Batteries

QTY	DESCRIPTION	UNITS	RATE	EXTENDED
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Labor

- 1 House Engineer
- 1 Monitor Engineer
- 1 Stage Hand
- 2 Tech - Strike only

QTY	DESCRIPTION	PRICE	EXTENDED
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Expenses

- 6 Per Diem

Equipment Charges:	\$4,340.00
Sales Charges:	\$50.85
Labor Charges:	\$3,780.00
Expenses:	\$120.00

SUBTOTAL:	\$8,290.85
Shipping and Handling:	\$75.00
Less Discount:	(\$1,302.00)
Tax:	\$0.00

ORDER TOTAL:	\$7,063.85
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STARLITE

PRODUCTIONS

2 Keystone Avenue, Suite 500 Cherry Hill, NJ 08003
Phone (856)489-9000 Fax (856)489-9001
www.starlite.com

Production

Order #: **46063**
From: 09/07/2007
To: 09/09/2007
Deliver Via: 24STARLITE
Return Via: 24STARLITE
Ship Sales On:
Ship Sales Via: N/A
Sales Person: ABRAM

Job #: _____ Event: Jazz Fest '07 Main Stage - Audio Report Date: 08/29/2007 11:56:44AM

Load In Date: _____ Time: _____
Show Date(s): _____ Time(s): _____ Doors: _____
Load Out Date: _____ Time: _____

1. Customer agrees to provide and accept sole responsibility for all electrical service and power consumption costs as may be required for event.
2. Customer is responsible for any additional labor requirements other than the Starlite Productions labor specifically outlined herein. Conformity to local labor union regulation or facility requirements (whether payment of monies or meeting local craft requirements) shall be the sole and exclusive responsibility of Customer.
3. Customer agrees to provide clear, unencumbered, and timely access to the event space as shall be reasonably requested by Starlite Productions. If, such access is not provided (without regard to reason), and such failure to provide access causes additional delay and expense to Starlite Productions, then Customer shall be liable to Starlite Productions for such additional expenses incurred by reason thereof.
4. Customer agrees that it shall provide and be responsible for adequate police or other security personnel at no cost to Starlite from the commencement of load-in until the end of load-out.
5. The above described equipment, services, and expenses are hereby provided for the period set forth and subject to additional terms and conditions of Starlite Productions Production Agreement which constitute an integral part of this Agreement. It is further agreed that wherein any fax signature may appear it shall be treated as an original signature.

I HAVE READ AND HEREBY AGREE TO ALL TERMS & CONDITIONS LISTED HEREINABOVE AS WELL AS ON STARLITE PRODUCTIONS' PRODUCTION AGREEMENT WHICH SHALL BE CONSIDERED AN INTEGRAL PART OF THIS CONTRACT:

Sign: _____ Date: _____

Print Name: _____

STARLITE PRODUCTIONS

2 Keystone Avenue, Suite 500 Cherry Hill, NJ 08003
 Phone (856)489-9000 Fax (856)489-9001
 www.starlite.com

QUOTE

Order #: **46622**
 From: 09/08/2007
 To: 09/09/2007
 Deliver Via: CPU
 Return Via: CDO

Sales Person: ABRAM

Job #: Event: Jazz Fest '07 - Staging Report Date: 08/22/2007 11:53:26AM

Customer: Willingboro Recreation Dept 429 John F. Kennedy Way Willingboro, NJ 08046-	Ship to: Mill Creek Park Beverly Rancocas Road & Pageant Lane Willingboro, NJ 08046-
Contact: -	Contact: Jill Cirus 609-871-5700
Fax: 609-871-6990	Fax:

P.O.#: Terms: CODCHECK Tax Code: EXEMPT F.O.B.: ORIGIN

QTY	DESCRIPTION	PERIOD	RATE	EXTENDED
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Equipment

1	SL250 (32 x24) Mobile Stage Complete	1.00		
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Equipment Charges:	\$4,500.00
Sales Charges:	\$0.00
Labor Charges:	\$0.00
Expenses:	\$0.00

SUBTOTAL:	\$4,500.00
Shipping and Handling:	\$0.00
Less Discount:	\$0.00
Tax:	\$0.00

ORDER TOTAL: \$4,500.00

This is a QUOTE ONLY and does not constitute an Agreement to rent equipment. All equipment is subject to availability. Please verify this quote for completeness and accuracy prior to confirming your rental. All rentals are subject to a signed Rental Contract and acceptance by Starlite Productions. If you do not have an existing approved credit account you must provide a valid driver's license, valid major credit card, rental references, and full rental payment prior to the release of any equipment. Please contact your salesperson if you would like to confirm the above equipment. Starlite Productions will not be held responsible for errors, especially those which are typographical in nature.

STARLITE

PRODUCTIONS

2 Keystone Avenue, Suite 500 Cherry Hill, NJ 08003
 Phone (856)489-9000 Fax (856)489-9001
 www.starlite.com

QUOTE

Order #: **46821**
 From: 09/09/2007
 To: 09/09/2007
 Deliver Via: 16ASTARLIT
 Return Via: 16ASTARLIT

Sales Person: ABRAM

Job #: Event: Jazz Fest '07 - Backline

Report Date: 08/22/2007 11:55:49AM

Customer: Willingboro Recreation Dept 429 John F. Kennedy Way Willingboro, NJ 08046-	Ship to: Mill Creek Park Beverly Rancocas Road & Pageant Lane Willingboro, NJ 08046-
Contact: -	Contact: Jill Cirus 609-871-5700
Fax: 609-871-6990	Fax:

P.O.#: Terms: CODCHECK Tax Code: EXEMPT F.O.B.: ORIGIN

QTY	DESCRIPTION	PERIOD	RATE	EXTENDED
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Equipment

1	MAIN STAGE BACKLINE EQUIPMENT PACKAGE		1.00	
1	Fender Twin Amplifier		1.00	
1	Roland JC-120 Jazz Chorus Amplifier		1.00	
1	SWR 900 Bass Head Amp		1.00	
1	SWR Goliath III 4x10 Bass Cabinet		1.00	
1	Fender Rhodes		1.00	
1	Aguilar DB-750 Bass Amplifier		1.00	
1	Aguilar 4x10 Bass Cabinet		1.00	
4	Guitar Stands		1.00	
1	High Stool		1.00	
1	Korg Triton Keyboard		1.00	
1	Yamaha Motif 7 Keyboard		1.00	
1	Yamaha Motif 8 Keyboard		1.00	
1	Yamaha S-90 Keyboard		1.00	
2	Roland XP-80 Keyboard		1.00	
4	Volume Pedals		1.00	
3	Sustain Pedals		1.00	
1	Adjustable Keyboard Bench		1.00	
1	Keyboard Throne		1.00	
2	Ultimate Support 2 Tier Keyboard Stand		1.00	
2	Ultimate Support Single Tier Keyboard Stand		1.00	
1	Expansion Card "Keys of the 60's and 70's"		1.00	
12	12' MIDI Cable		1.00	

STARLITE

PRODUCTIONS

2 Keystone Avenue, Suite 500 Cherry Hill, NJ 08003
 Phone (856)489-9000 Fax (856)489-9011
 www.starlite.com

QUOTE

Order #: **46821**
 From: 09/09/2007
 To: 09/09/2007
 Deliver Via: 16ASTARLIT
 Return Via: 16ASTARLIT

Sales Person: ABRAM

Job #: Event: Jazz Fest '07 - Backline

Report Date: 08/22/2007 11:55:49AM

QTY	DESCRIPTION	PERIOD	RATE	EXTENDED
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Equipment

6	1/4" 12' Instrument Cable		1.00	
1	Yamaha Maple Custom Drum Kit Including:		1.00	
1	20" Kick		1.00	
1	10" Rack Tom		1.00	
1	12" Rack Tom		1.00	
1	14" Floor Tom		1.00	
1	16" Floor Tom		1.00	
1	13" x 5" Snare Drum		1.00	
1	Remo Coated Ambassador Drum Heads		1.00	
1	Sabian Cymbal Package Including:		1.00	
1	12" Traditional Mini-Hats		1.00	
1	16" Medium Thin Crash		1.00	
1	17" Medium Thin Crash		1.00	
1	18" Trash Hit		1.00	
1	20" or 22" Alchemy Sweet Ride		1.00	
2	10" Splash		1.00	
1	12" Splash		1.00	
1	16" or 18" China		1.00	
8	Double-Braced Boom Cymbal Stands		1.00	
1	Hi-hat Stand		1.00	
2	Snare Stand		1.00	
1	Drum Throne		1.00	
1	Yamaha Dual Chain Drive Dragon Pedal		1.00	

Equipment Charges:	\$2,661.00
Sales Charges:	\$0.00
Labor Charges:	\$0.00
Expenses:	\$0.00

SUBTOTAL:	\$2,661.00
Shipping and Handling:	\$0.00
Less Discount:	\$0.00
Tax:	\$0.00

ORDER TOTAL: \$2,661.00

STARLITE

PRODUCTIONS

2 Keystone Avenue, Suite 500 Cherry Hill NJ 08003
Phone (856)489-9000 Fax (856)489-9001
www.starlite.com

QUOTE

Order #: 46821
From: 09/09/2007
To: 09/09/2007
Deliver Via: 16ASTARLIT
Return Via: 16ASTARLIT

Sales Person: ABRAM

Job #: **Event:** Jazz Fest '07 - Backline

Report Date: 08/22/2007 11:55:49AM

This is a QUOTE ONLY and does not constitute an Agreement to rent equipment. All equipment is subject to availability. Please verify this quote for completeness and accuracy prior to confirming your rental. All rentals are subject to a signed Rental Contract and acceptance by Starlite Productions. If you do not have an existing approved credit account you must provide a valid driver's license, valid major credit card, rental references, and full rental payment prior to the release of any equipment. Please contact your salesperson if you would like to confirm the above equipment. Starlite Productions will not be held responsible for errors, especially those which are typographical in nature.



TOWNSHIP OF WILLINGBORO

Municipal Complex One Salem Road
Willingboro, New Jersey 08046
(609) 877-2200 Fax (609) 835-0782

AGREEMENT BETWEEN
TOWNSHIP OF WILLINGBORO
AND

Urban Groove

For Performance at the Willingboro Jazz & Music Festival

This AGREEMENT made and entered into this 1st day of August between the *Township of Willingboro* (hereinafter referred to as "Producer/Purchaser") having its address at Township of Willingboro, Willingboro Municipal Complex, One Salem Road, Willingboro, NJ 08046 and "Urban Groove" (hereinafter referred to as "ARTIST") having its address at 16 Terrell Lane Willingboro, NJ 08046. The **Producer/Purchaser** hereby engages *ARTIST* jointly and severally on the terms and conditions set forth herein to render services as a performers Jazz & Music Festival 2007. For and in consideration of the mutual covenants set forth herein the *ARTIST* agrees to be bound by the terms and conditions of this Agreement. The *ARTIST* agrees to render such services as follows below, which may include orchestrating, performing, supervising the group collectively referred to as the "*ARTIST*".

1. **Venue Name and Address:** Willingboro Community Affairs Department
Kennedy Center
Mill Creek Park
Willingboro, NJ 08046
Capacity: Unlimited
2. **Name of Artist:** Urban Groove
3. **Date of event:** Sunday, September 9, 2007
4. **Type of Performance** Jazz & Music Festival
Number of Shows: 1 Length of Performance: 40 Min.
5. **Start Time:** Approx.: 10:00 a.m. *07*
6. **Fee:** Seven Hundred & Fifty (\$750.00)
7. **Contact Person:** Community Cultural Affairs Representative
Adrienne Anderson Jones 609-871-0915

8. Payment:

Producer/ Purchaser will make payment in the form of one company check, made payable to Urban Groove in the amount of \$750.00, at the completion of the performance on September 9, 2007.

The **ARTIST** hereby authorizes _____ Al Smith _____ to accept payment on its behalf.

9. Recording of Performance. The **ARTIST** acknowledges that all performances at this engagement may be recorded, taped, reproduced and transmitted from the place of performance and aired on local cable stations. The **ARTIST** hereby consents to such recording for the purpose of transmitting and airing of this performance on local cable stations. The **Producer/ Purchaser** shall own the exclusive rights to such recording.

10. Inclement weather. Inclement weather rendering performance impossible or unfeasible to proceed shall be deemed a cause beyond the control of the parties for purpose of this agreement, and any payment of **ARTIST** compensation will be made provided that the **ARTIST** is ready, willing and able to perform according to the terms hereof.

11. Force Majeure. The **ARTIST** agrees that the **Producer/ Purchaser** shall not be liable for any (1) losses; (2) including Consequential damages; (3) detention; (4) delay or failure to perform in whole or in part resulting from causes beyond the control of **Producer/ Purchaser**, including, but not limited acts of God; acts or omissions of **Producer/ Purchaser**; fires; strikes; insurrections; riots; embargoes; an act or regulation of any public authority or bureau; epidemic; interruption in or delay of transportation services, war conditions or emergencies or any other cause beyond **Producer/ Purchaser's** control.

12. Safety/Security. **Producer/ Purchaser** shall take reasonable precautions for the safety of the **ARTIST** and the **ARTIST'S** equipment before, during and after the performance as instructed by the Stage Manager and support personnel.

13. Equipment. **Producer/Purchaser** agrees to provide and pay for a light and sound system to meet with the **ARTIST** requirements. **Producer/ Purchaser** agrees to have a representative present who is experienced in stage management and production. **Producer/ Purchaser** agrees to supply general requirements including rest room, dressing area, secured parking, security, non-alcoholic beverages and a healthy entrée for **ARTIST** and **ARTISTS** officials and staff.

14. Indemnification. The **ARTIST** shall indemnify and hold the **Producer/ Purchaser**, its officials and employees harmless from any and all claims or liabilities arising out of the acts or omissions of the **ARTIST**, its officials, employees and agents in connection with all activities undertaken by the **ARTIST**, pursuant to this agreement. It is the intention of the parties that any claim for relief of any type being asserted against the **Producer/ Purchaser**, its officials and employees based upon any act or omission of the **ARTIST**, its officials, agents, or successors, in connection with this agreement and the performance contracted, shall be the responsibility of the **ARTIST**, and the **ARTIST** shall hold the **Producer/ Purchaser harmless** from the same.

15. Governing Law. This agreement shall be governed by the laws of the State of New Jersey. Nothing in this Agreement shall be construed so as to require the commission of any act contrary

to law. All signatures on the face of this contract constitute an acceptance of terms and conditions of this Agreement. It is agreed that the venue for any litigation filed in this matter shall be Burlington County, New Jersey.

16. **Termination.** This agreement may be terminated, in the event of insufficient public funding for this event, and without cause by either party upon 30 days written notice to the other party.

17. **Dispute Resolution.** It is agreed that in the event of any dispute concerning this agreement, the parties shall attempt to first mediate the matter at the lowest possible level. The parties may choose Arbitration before resorting to any other remedies that it may have at law or equity.

18. **Severability.** Any provision contained in this Agreement that is found by a court of law to be void or unenforceable shall not affect the validity or enforceability of any other provisions of this Agreement.

19. **Captions and Headings.** Captions and headings contained in this Agreement are to be construed only for convenience purposes and are not determinative nor to be considered in the construction of the terms or provisions herein.

20. **Assignment.** This Agreement shall not be assigned by the *ARTIST* to any person, firm or corporation without the prior written consent of the *Producer/ Purchaser*.

21. **Default.** It is expressly understood and agreed that in the event of default by the *ARTIST* that the fee indicated herein shall be liquidated and agreed damages. In the event of any breach of this agreement, any and all deposits paid are to be completely refunded by the *ARTIST* to the *Producer/ Purchaser* in the event of any breach of contract and receivable within seven (7) business days from the date of performance. In addition, *ARTIST* acknowledges that *Producer/Purchaser* may elect to enforce other remedies that it may have at law.

22. **Authorized Signatory.** The *ARTIST* represents and warrants that the signatory below is authorized to enter and execute this Agreement on behalf of the individual or group known as the *ARTIST*.

23. **Notices.** All notices concerning this Agreement shall be forwarded via US Mail, hand delivery or recognized courier service to the addresses below:

CLERK
Mayor Jeffery Ramsey
One Salem Road
Willingboro, NJ 08046
(609) 871-5700 Fax (609) 871-6990

Artist: Al Smith
Title of Group: Urban Groove
Address: 16 Terrell Lane
Willingboro, NJ 08046
609-877-1735 FAX


EIN or Tax ID #_136-38-2171

24. **Complete Agreement.** This is the complete Agreement between *Producer/ Purchaser* and *ARTIST*. This Agreement may only be changed in writing by *ARTIST* and *Producer/ Purchaser*. Ant *oral* representations which are not contained in this Agreement are of no effect

25. **Signatures.**

**On behalf of the Township:
Signature:**

**On behalf of ARTIST:
Signature:**


Mayer ~~Jeffery Ramsey~~ XXXXXXXXXXXXXXXXXXXXXXX
Jacqueline Jennings; X
Deputy Mayor


Print: Name Al Smith Alvin Smith
For: Urban Groove

Attest:

Witnessed:


Marie Annese, RMC, Clerk

State of _____)
County of _____)SS
_____)

I certify that on _____ 200_____,
Personally came before me and acknowledged under oath, to my satisfaction, that this person (or
if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of the corporation/ ARTIST; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.



TOWNSHIP OF WILLINGBORO

Municipal Complex One Salem Road
Willingboro, New Jersey 08046
(609) 877-2200 Fax (609) 835-0782

TOWNSHIP OF WILLINGBORO
AND

Reggae Experience Band

For Performance at the Willingboro Jazz & Music Festival

This AGREEMENT made and entered into this 1st day of August between the *Township of Willingboro* (hereinafter referred to as "Producer/Purchaser") having its address at Township of Willingboro, Willingboro Municipal Complex, One Salem Road, Willingboro, NJ 08046 and "Reggae Experience Band" (hereinafter referred to as "ARTIST") having its address at 305 E. Price Street, Linden N.J. 07036. The Producer/Purchaser hereby engages ARTIST jointly and severally on the terms and conditions set forth herein to render services as a performers Jazz & Music Festival 2007. For and in consideration of the mutual covenants set forth herein the ARTIST agrees to be bound by the terms and conditions of this Agreement. The ARTIST agrees to render such services as follows below, which may include orchestrating, performing, supervising the group collectively referred to as the "ARTIST".

1. **Venue Name and Address:** Willingboro Community Affairs Department
Kennedy Center
Mill Creek Park
Willingboro, NJ 08046
Capacity: Unlimited
2. **Name of Artist:** Reggae Experience Band
3. **Date of event:** Sunday, September 9, 2007
4. **Type of Performance:** Jazz & Music Festival
Number of Shows: 1 Length of Performance: 40 Min.
5. **Start Time:** Approx.: 11:00 a.m.
6. **Fee:** Nine Hundred Dollars (\$900.00)
7. **Contact Person:** Community Cultural Affairs Representative
Adrienne Anderson Jones 609-871-0915

8. Payment:

Producer/ Purchaser will make payment in the form of one company check, made payable to Donovan Newby in the amount of \$900.00, at the completion of the performance on September 9, 2007.

The **ARTIST** hereby authorizes  to accept payment on its behalf.

9. Recording of Performance. The **ARTIST** acknowledges that all performances at this engagement may be recorded, taped, reproduced and transmitted from the place of performance and aired on local cable stations. The **ARTIST** hereby consents to such recording for the purpose of transmitting and airing of this performance on local cable stations. The **Producer/ Purchaser** shall own the exclusive rights to such recording.

10. Inclement weather. Inclement weather rendering performance impossible or unfeasible to proceed shall be deemed a cause beyond the control of the parties for purpose of this agreement, and any payment of **ARTIST** compensation will be made provided that the **ARTIST** is ready, willing and able to perform according to the terms hereof.

11. Force Majeure. The **ARTIST** agrees that the **Producer/ Purchaser** shall not be liable for any (1) losses; (2) including Consequential damages; (3) detention; (4) delay or failure to perform in whole or in part resulting from causes beyond the control of **Producer/ Purchaser**, including, but not limited to acts of God; acts or omissions of **Producer/ Purchaser**; fires; strikes; insurrections; riots; embargoes; an act or regulation of any public authority or bureau; epidemic; interruption in or delay of transportation services, war conditions or emergencies or any other cause beyond **Producer/ Purchaser's** control.

12. Safety/Security. **Producer/ Purchaser** shall take reasonable precautions for the safety of the **ARTIST** and the **ARTIST'S** equipment before, during and after the performance as instructed by the Stage Manager and support personnel.

13. Equipment. **Producer/Purchaser** agrees to provide and pay for a light and sound system to meet with the **ARTIST** requirements. **Producer/ Purchaser** agrees to have a representative present who is experienced in stage management and production. **Producer/ Purchaser** agrees to supply general requirements including rest room, dressing area, secured parking, security, non-alcoholic beverages and a healthy entrée for **ARTIST** and **ARTISTS** officials and staff.

14. Indemnification. The **ARTIST** shall indemnify and hold the **Producer/ Purchaser**, its officials and employees harmless from any and all claims or liabilities arising out of the acts or omissions of the **ARTIST**, its officials, employees and agents in connection with all activities undertaken by the **ARTIST**, pursuant to this agreement. It is the intention of the parties that any claim for relief of any type being asserted against the **Producer/ Purchaser**, its officials and employees based upon any act or omission of the **ARTIST**, its officials, agents, or successors, in connection with this agreement and the performance contracted, shall be the responsibility of the **ARTIST**, and the **ARTIST** shall hold the **Producer/ Purchaser** harmless from the same.

15. Governing Law. This agreement shall be governed by the laws of the State of New Jersey. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law. All signatures on the face of this contract constitute an acceptance of terms and conditions of this Agreement. It is agreed that the venue for any litigation filed in this matter shall be Burlington County, New Jersey.

16. Termination. This agreement may be terminated, in the event of insufficient public funding for this event, and without cause by either party upon 30 days written notice to the other party.

17. Dispute Resolution. It is agreed that in the event of any dispute concerning this agreement, the parties shall attempt to first mediate the matter at the lowest possible level. The parties may choose Arbitration before resorting to any other remedies that it may have at law or equity.

18. Severability. Any provision contained in this Agreement that is found by a court of law to be void or unenforceable shall not affect the validity or enforceability of any other provisions of this Agreement.

19. Captions and Headings. Captions and headings contained in this Agreement are to be construed only for convenience purposes and are not determinative nor to be considered in the construction of the terms or provisions herein.

20. Assignment. This Agreement shall not be assigned by the **ARTIST** to any person, firm or corporation without the prior written consent of the **Producer/Purchaser**.

21. Default. It is expressly understood and agreed that in the event of default by the **ARTIST** that the fee indicated herein shall be liquidated and agreed damages. In the event of any breach of this agreement, any and all deposits paid are to be completely refunded by the **ARTIST** to the **Producer/Purchaser** in the event of any breach of contract and receivable within seven (7) business days from the date of performance. In addition, **ARTIST** acknowledges that **Producer/Purchaser** may elect to enforce other remedies that it may have at law.

22. Authorized Signatory. The **ARTIST** represents and warrants that the signatory below is authorized to enter and execute this Agreement on behalf of the individual or group known as the **ARTIST**.

23. Notices. All notices concerning this Agreement shall be forwarded via US Mail, hand delivery or recognized courier service to the addresses below:

CLERK
Mayor Jeffery Ramsey
One Salem Road
Willingboro, NJ 08046
(609) 871-5700 Fax (609) 871-6990

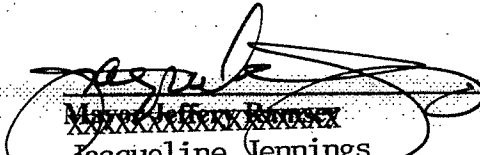
Artist: Donovan Newby
Title of Group: Reggae Experience Band
Address: 305 E. Price Street
Linden, NJ 07036
Linden, NJ 07036 908-531-2679
Tax ID #15-5663949

24. **Complete Agreement.** This is the complete Agreement between **Producer/ Purchaser** and **ARTIST**. This Agreement may only be changed in writing by **ARTIST** and **Producer/ Purchaser**. Any **oral** representations which are not contained in this Agreement are of no effect

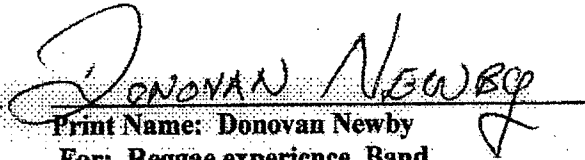
25. Signatures.

On behalf of the Township:
Signature:

On behalf of ARTIST:
Signature:



~~Mayor Jeffrey Rousex~~
Jacqueline Jennings
Deputy Mayor



Print Name: Donovan Newby
For: Reggae experience Band

Attest:

Witnessed:



Marie Annese, RMC, Clerk

State of _____)
)SS
County of _____)

I certify that on 2007
Personally came before me and acknowledged under oath, to my satisfaction, that this person (or
if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of the corporation/ ARTIST; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.



TOWNSHIP OF WILLINGBORO

Municipal Complex One Salem Road
Willingboro, New Jersey 08046
(609) 877-2200 Fax (609) 835-0782

AGREEMENT BETWEEN TOWNSHIP OF WILLINGBORO AND

Michael Pedicin

For Performance at the Willingboro Jazz & Music Festival

This AGREEMENT made and entered into this 1st day of August between the *Township of Willingboro* (hereinafter referred to as "**Producer/Purchaser**") having its address at Township of Willingboro, Willingboro Municipal Complex, One Salem Road, Willingboro, NJ 08046 and "Michael Pedicin" (hereinafter referred to as "**ARTIST**") having its address at 312 Forest Drive ~~Lynwood~~ , NJ ~~08021~~. The **Producer/Purchaser** hereby engages **ARTIST** jointly and severally on the terms and conditions set forth herein to render services as a performers Jazz & Music Festival 2007. For and in consideration of the mutual covenants set forth herein the **ARTIST** agrees to be bound by the terms and conditions of this Agreement. The **ARTIST** agrees to render such services as follows below, which may include orchestrating, performing, supervising the group collectively referred to as the "**ARTIST**".

Linwood, N.J.
08221
M.P.

- 1. **Venue Name and Address:** Willingboro Community Affairs Department
Kennedy Center
Mill Creek Park
Willingboro, NJ 08046
Capacity: Unlimited
- 2. **Name of Artist:** Michael Pedicin
- 3. **Date of event:** Sunday, September 9, 2007
- 4. **Type of Performance** Jazz & Music Festival
Number of Shows: 1 Length of Performance: 40 Min.
- 5. **Start Time** Approx.: ~~2:30 p.m.~~ 11:45 a.m. JF
- 6. **Fee:** Twenty Five Hundred Dollars (\$2500.00)
- 7. **Contact Person:** Community Cultural Affairs Representative
Adrienne Anderson Jones 609-871-0915

8. Payment:

Producer/ Purchaser will make payment in the form of one company check, made payable to Michael Pedicin in the amount of \$2500.00, at the completion of the performance on September 9, 2007.

The **ARTIST** hereby authorizes Self to accept payment on its behalf.

9. Recording of Performance. The **ARTIST** acknowledges that all performances at this engagement may be recorded, taped, reproduced and transmitted from the place of performance and aired on local cable stations. The **ARTIST** hereby consents to such recording for the purpose of transmitting and airing of this performance on local cable stations. The **Producer/ Purchaser** shall own the exclusive rights to such recording.

10. Inclement weather. Inclement weather rendering performance impossible or unfeasible to proceed shall be deemed a cause beyond the control of the parties for purpose of this agreement, and any payment of **ARTIST** compensation will be made provided that the **ARTIST** is ready, willing and able to perform according to the terms hereof.

11. Force Majeure. The **ARTIST** agrees that the **Producer/ Purchaser** shall not be liable for any (1) losses; (2) including Consequential damages; (3) detention; (4) delay or failure to perform in whole or in part resulting from causes beyond the control of **Producer/ Purchaser**, including, but not limited acts of God; acts or omissions of **Producer/ Purchaser**; fires; strikes; insurrections; riots; embargoes; an act or regulation of any public authority or bureau; epidemic; interruption in or delay of transportation services, war conditions or emergencies or any other cause beyond **Producer/ Purchaser's** control.

12. Safety/Security. **Producer/ Purchaser** shall take reasonable precautions for the safety of the **ARTIST** and the **ARTIST'S** equipment before, during and after the performance as instructed by the Stage Manager and support personnel.

13. Equipment. **Producer/Purchaser** agrees to provide and pay for a light and sound system to meet with the **ARTIST** requirements. **Producer/ Purchaser** agrees to have a representative present who is experienced in stage management and production. **Producer/ Purchaser** agrees to supply general requirements including rest room, dressing area, secured parking, security, non-alcoholic beverages and a healthy entrée for **ARTIST** and **ARTISTS** officials and staff.

14. Indemnification. The **ARTIST** shall indemnify and hold the **Producer/ Purchaser**, its officials and employees harmless from any and all claims or liabilities arising out of the acts or omissions of the **ARTIST**, its officials, employees and agents in connection with all activities undertaken by the **ARTIST**, pursuant to this agreement. It is the intention of the parties that any claim for relief of any type being asserted against the **Producer/ Purchaser**, its officials and employees based upon any act or omission of the **ARTIST**, its officials, agents, or successors, in connection with this agreement and the performance contracted, shall be the responsibility of the **ARTIST**, and the **ARTIST** shall hold the **Producer/ Purchaser harmless** from the same.

15. Governing Law. This agreement shall be governed by the laws of the State of New Jersey. Nothing in this Agreement shall be construed so as to require the commission of any act contrary

to law. All signatures on the face of this contract constitute an acceptance of terms and conditions of this Agreement. It is agreed that the venue for any litigation filed in this matter shall be Burlington County, New Jersey.

16. **Termination.** This agreement may be terminated, in the event of insufficient public funding for this event, and without cause by either party upon 30 days written notice to the other party.

17. **Dispute Resolution.** It is agreed that in the event of any dispute concerning this agreement, the parties shall attempt to first mediate the matter at the lowest possible level. The parties may choose Arbitration before resorting to any other remedies that it may have at law or equity.

18. **Severability.** Any provision contained in this Agreement that is found by a court of law to be void or unenforceable shall not affect the validity or enforceability of any other provisions of this Agreement.

19. **Captions and Headings.** Captions and headings contained in this Agreement are to be construed only for convenience purposes and are not determinative nor to be considered in the construction of the terms or provisions herein.

20. **Assignment.** This Agreement shall not be assigned by the **ARTIST** to any person, firm or corporation without the prior written consent of the **Producer/ Purchaser**.

21. **Default.** It is expressly understood and agreed that in the event of default by the **ARTIST** that the fee indicated herein shall be liquidated and agreed damages. In the event of any breach of this agreement, any and all deposits paid are to be completely refunded by the **ARTIST** to the **Producer/ Purchaser** in the event of any breach of contract and receivable within seven (7) business days from the date of performance. In addition, **ARTIST** acknowledges that **Producer/Purchaser** may elect to enforce other remedies that it may have at law.

22. **Authorized Signatory.** The **ARTIST** represents and warrants that the signatory below is authorized to enter and execute this Agreement on behalf of the individual or group known as the **ARTIST**.

23. **Notices.** All notices concerning this Agreement shall be forwarded via US Mail, hand delivery or recognized courier service to the addresses below:

CLERK
Mayor Jeffery Ramsey
One Salem Road
Willingboro, NJ 08046
(609) 871-5700 Fax (609) 871-6990

Michael Pedicin (M.P.)
Artist: ~~Michael Pedicin~~
Title of Group:
Address: 312 Forest Drive
Lynwood, N.J. 08221
215-360-8410 FAX phone
Tax ID # 20-3023834
609-601-8785 fax (M.P.)

24. **Complete Agreement.** This is the complete Agreement between **Producer/ Purchaser** and **ARTIST**. This Agreement may only be changed in writing by **ARTIST** and **Producer/ Purchaser**. Ant *oral* representations which are not contained in this Agreement are of no effect

25. Signatures.

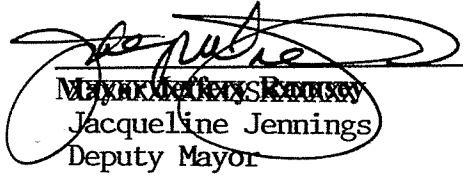
On behalf of the Township:

Signature:

On behalf of ARTIST:

Signature:




Mayor Jeffrey Rousey
Jacqueline Jennings
Deputy Mayor

Michael Pedicin
Print Name: Michael Pedicin
For:

Attest:

Witnessed:


Marie Anese, RMC, Clerk

State of _____)
County of _____)SS

I certify that on _____ 200____, _____

Personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of the corporation/ ARTIST; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.

**MICHAEL PEDICIN
312 FOREST DRIVE
LINWOOD, NJ 08221**

AUG 23 2007

August 20, 2007

Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

RE: Willingboro Jazz Festival

To Whom It May Concern:

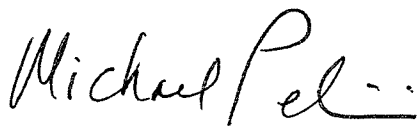
Enclosed please find a signed contract. Please sign and return a signed agreement to me:

Michael Pedicin
312 Forest Drive
Linwood, NJ 08221

Looking forward to this event.

Thank you.

Sincerely,



Michael Pedicin

609-927-2581
609-601-8785 FAX
215-360-8410 MOBILE

Truck for Sunday Friday



TOWNSHIP OF WILLINGBORO

Municipal Complex One Salem Road
Willingboro, New Jersey 08046
(609) 877-2200 Fax (609) 835-0782

AGREEMENT BETWEEN
TOWNSHIP OF WILLINGBORO
AND
Willingboro High School Jazz Band
For Performance at the Willingboro Jazz & Music Festival

This AGREEMENT made and entered into this 1st day of August between the *Township of Willingboro* (hereinafter referred to as "Producer/Purchaser") having its address at Township of Willingboro, Willingboro Municipal Complex, One Salem Road, Willingboro, NJ 08046 and "WHS Jazz Band" (hereinafter referred to as "ARTIST") having its address at 10 J F Kennedy Way, Willingboro N.J. 08046. The Producer/Purchaser hereby engages ARTIST jointly and severally on the terms and conditions set forth herein to render services as a performers Jazz & Music Festival 2007. For and in consideration of the mutual covenants set forth herein the ARTIST agrees to be bound by the terms and conditions of this Agreement. The ARTIST agrees to render such services as follows below, which may include orchestrating, performing, supervising the group collectively referred to as the "ARTIST".

1. Venue Name and Address: Willingboro Community Affairs Department
Kennedy Center
Mill Creek Park
Willingboro, NJ 08046
Capacity: Unlimited
2. Name of Artist: WHS Jazz Band
3. Date of event: Sunday, September 9, 2007
4. Type of Performance: Jazz & Music Festival
Number of Shows: 1 Length of Performance: 40 Min.
5. Start Time: Approx.: ~~1:35~~p.m. 12:30 p.m. *JO*
6. Fee: One Thousand Dollars (\$1000.00)
7. Contact Person: Community Cultural Affairs Representative
Adrienne Anderson Jones 609-871-0915

8. Payment:

Producer/ Purchaser will make payment in the form of one company check, made payable to WHS Jazz Band in the amount of \$1000.00, at the completion of the performance on September 9, 2007.

The **ARTIST** hereby authorizes Jeff Lesser to accept payment on its behalf.

9. Recording of Performance. The **ARTIST** acknowledges that all performances at this engagement may be recorded, taped, reproduced and transmitted from the place of performance and aired on local cable stations. The **ARTIST** hereby consents to such recording for the purpose of transmitting and airing of this performance on local cable stations. The **Producer/ Purchaser** shall own the exclusive rights to such recording.

10. Inclement weather. Inclement weather rendering performance impossible or unfeasible to proceed shall be deemed a cause beyond the control of the parties for purpose of this agreement, and any payment of **ARTIST** compensation will be made provided that the **ARTIST** is ready, willing and able to perform according to the terms hereof.

11. Force Majeure. The **ARTIST** agrees that the **Producer/ Purchaser** shall not be liable for any (1) losses; (2) including Consequential damages; (3) detention; (4) delay or failure to perform in whole or in part resulting from causes beyond the control of **Producer/ Purchaser**, including, but not limited to acts of God; acts or omissions of **Producer/ Purchaser**; fires; strikes; insurrections; riots; embargoes; an act or regulation of any public authority or bureau; epidemic; interruption in or delay of transportation services, war conditions or emergencies or any other cause beyond **Producer/ Purchaser's** control.

12. Safety/Security. **Producer/ Purchaser** shall take reasonable precautions for the safety of the **ARTIST** and the **ARTIST'S** equipment before, during and after the performance as instructed by the Stage Manager and support personnel.

13. Equipment. **Producer/Purchaser** agrees to provide and pay for a light and sound system to meet with the **ARTIST** requirements. **Producer/ Purchaser** agrees to have a representative present who is experienced in stage management and production. **Producer/ Purchaser** agrees to supply general requirements including rest room, dressing area, secured parking, security, non-alcoholic beverages and a healthy entrée for **ARTIST** and **ARTISTS** officials and staff.

14. Indemnification. The **ARTIST** shall indemnify and hold the **Producer/ Purchaser**, its officials and employees harmless from any and all claims or liabilities arising out of the acts or omissions of the **ARTIST**, its officials, employees and agents in connection with all activities undertaken by the **ARTIST**, pursuant to this agreement. It is the intention of the parties that any claim for relief of any type being asserted against the **Producer/ Purchaser**, its officials and employees based upon any act or omission of the **ARTIST**, its officials, agents, or successors, in connection with this agreement and the performance contracted, shall be the responsibility of the **ARTIST**, and the **ARTIST** shall hold the **Producer/ Purchaser harmless** from the same.

15. **Governing Law.** This agreement shall be governed by the laws of the State of New Jersey. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law. All signatures on the face of this contract constitute an acceptance of terms and conditions of this Agreement. It is agreed that the venue for any litigation filed in this matter shall be Burlington County, New Jersey.

16. **Termination.** This agreement may be terminated, in the event of insufficient public funding for this event, and without cause by either party upon 30 days written notice to the other party.

17. **Dispute Resolution.** It is agreed that in the event of any dispute concerning this agreement, the parties shall attempt to first mediate the matter at the lowest possible level. The parties may choose Arbitration before resorting to any other remedies that it may have at law or equity.

18. **Severability.** Any provision contained in this Agreement that is found by a court of law to be void or unenforceable shall not affect the validity or enforceability of any other provisions of this Agreement.

19. **Captions and Headings.** Captions and headings contained in this Agreement are to be construed only for convenience purposes and are not determinative nor to be considered in the construction of the terms or provisions herein.

20. **Assignment.** This Agreement shall not be assigned by the *ARTIST* to any person, firm or corporation without the prior written consent of the *Producer/ Purchaser*.

21. **Default.** It is expressly understood and agreed that in the event of default by the *ARTIST* that the fee indicated herein shall be liquidated and agreed damages. In the event of any breach of this agreement, any and all deposits paid are to be completely refunded by the *ARTIST* to the *Producer/ Purchaser* in the event of any breach of contract and receivable within seven (7) business days from the date of performance. In addition, *ARTIST* acknowledges that *Producer/Purchaser* may elect to enforce other remedies that it may have at law.

22. **Authorized Signatory.** The *ARTIST* represents and warrants that the signatory below is authorized to enter and execute this Agreement on behalf of the individual or group known as the *ARTIST*.

23. **Notices.** All notices concerning this Agreement shall be forwarded via US Mail, hand delivery or recognized courier service to the addresses below:

CLERK
Mayor Jeffery Ramsey
One Salem Road
Willingboro, NJ 08046
(609) 871-5700 Fax (609) 871-6990

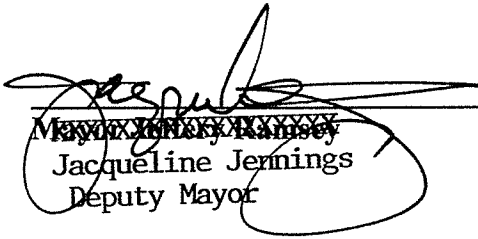
Artist: Jeff Lessor
Title of Group: Willingboro High Jazz Band
Address: ~~7060 City Line Ave.~~ 10 JFK Way
Willingboro, NJ 08046
609-923-4978
Tax ID #

24. **Complete Agreement.** This is the complete Agreement between *Producer/ Purchaser* and **ARTIST**. This Agreement may only be changed in writing by *ARTIST* and *Producer/ Purchaser*. Ant *oral* representations which are not contained in this Agreement are of no effect


25. **Signatures.**

On behalf of the Township:
Signature:

On behalf of ARTIST:
Signature:



~~Mayor Jeffrey Ramsey~~
Jacqueline Jennings
Deputy Mayor



Print Name: Jeff Lessor
For: Willingboro High Jazz Band

Attest:

Witnessed:



Marie Annese, RMC, Clerk

State of _____)
County of _____)SS
_____)

I certify that on _____ 200_____, _____
Personally came before me and acknowledged under oath, to my satisfaction, that this person (or
if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of the corporation/ ARTIST; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.



TOWNSHIP OF WILLINGBORO

Municipal Complex One Salem Road
Willingboro, New Jersey 08046
(609) 877-2200 Fax (609) 835-0782

AGREEMENT BETWEEN
TOWNSHIP OF WILLINGBORO
AND

Brass Heaven

For Performance at the Willingboro Jazz & Music Festival

This AGREEMENT made and entered into this 1st day of August between the *Township of Willingboro* (hereinafter referred to as "Producer/Purchaser") having its address at Township of Willingboro, Willingboro Municipal Complex, One Salem Road, Willingboro, NJ 08046 and "Brass Heaven" (hereinafter referred to as "ARTIST") having its address at 2113 B. South John Russell Circle, Elkins Park, Pa. 19127. The Producer/Purchaser hereby engages ARTIST jointly and severally on the terms and conditions set forth herein to render services as a performers Jazz & Music Festival 2007. For and in consideration of the mutual covenants set forth herein the ARTIST agrees to be bound by the terms and conditions of this Agreement. The ARTIST agrees to render such services as follows below, which may include orchestrating, performing, supervising the group collectively referred to as the "ARTIST".

1. **Venue Name and Address:** Willingboro Community Affairs Department
Kennedy Center
Mill Creek Park
Willingboro, NJ 08046
Capacity: Unlimited
2. **Name of Artist:** Brass Heaven
3. **Date of event:** Sunday, September 9, 2007
4. **Type of Performance** Jazz & Music Festival
Number of Shows: 1 Length of Performance: 40 Min.
5. **Start Time** Approx.: 1:00 p.m. Ag
6. **Fee:** Twenty Five Hundred Dollars (\$2500.00)
7. **Contact Person:** Community Cultural Affairs Representative
Adrienne Anderson Jones 609-871-0915

8. Payment:

Producer/ Purchaser will make payment in the form of one company check, made payable to Norman Bradshaw in the amount of \$2500.00, at the completion of the performance on September 9, 2007.

The *ARTIST* hereby authorizes Norman J. Bradshaw to accept payment on its behalf.

9. Recording of Performance. The *ARTIST* acknowledges that all performances at this engagement may be recorded, taped, reproduced and transmitted from the place of performance and aired on local cable stations. The *ARTIST* hereby consents to such recording for the purpose of transmitting and airing of this performance on local cable stations. The *Producer/ Purchaser* shall own the exclusive rights to such recording.

10. Inclement weather. Inclement weather rendering performance impossible or unfeasible to proceed shall be deemed a cause beyond the control of the parties for purpose of this agreement, and any payment of *ARTIST* compensation will be made provided that the *ARTIST* is ready, willing and able to perform according to the terms hereof.

11. Force Majeure. The *ARTIST* agrees that the *Producer/ Purchaser* shall not be liable for any (1) losses; (2) including Consequential damages; (3) detention; (4) delay or failure to perform in whole or in part resulting from causes beyond the control of *Producer/ Purchaser*, including, but not limited acts of God; acts or omissions of *Producer/ Purchaser*; fires; strikes; insurrections; riots; embargoes; an act or regulation of any public authority or bureau; epidemic; interruption in or delay of transportation services, war conditions or emergencies or any other cause beyond *Producer/ Purchaser's* control.

12. Safety/Security. *Producer/ Purchaser* shall take reasonable precautions for the safety of the *ARTIST* and the *ARTIST'S* equipment before, during and after the performance as instructed by the Stage Manager and support personnel.

13. Equipment. *Producer/Purchaser* agrees to provide and pay for a light and sound system to meet with the *ARTIST* requirements. *Producer/ Purchaser* agrees to have a representative present who is experienced in stage management and production. *Producer/ Purchaser* agrees to supply general requirements including rest room, dressing area, secured parking, security, non-alcoholic beverages and a healthy entrée for *ARTIST* and *ARTISTS* officials and staff.

14. Indemnification. The *ARTIST* shall indemnify and hold the *Producer/ Purchaser*, its officials and employees harmless from any and all claims or liabilities arising out of the acts or omissions of the *ARTIST*, its officials, employees and agents in connection with all activities undertaken by the *ARTIST*, pursuant to this agreement. It is the intention of the parties that any claim for relief of any type being asserted against the *Producer/ Purchaser*, its officials and employees based upon any act or omission of the *ARTIST*, its officials, agents, or successors, in connection with this agreement and the performance contracted, shall be the responsibility of the *ARTIST*, and the *ARTIST* shall hold the *Producer/ Purchaser* harmless from the same.

15. **Governing Law.** This agreement shall be governed by the laws of the State of New Jersey. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law. All signatures on the face of this contract constitute an acceptance of terms and conditions of this Agreement. It is agreed that the venue for any litigation filed in this matter shall be Burlington County, New Jersey.

16. **Termination.** This agreement may be terminated, in the event of insufficient public funding for this event, and without cause by either party upon 30 days written notice to the other party.

17. **Dispute Resolution.** It is agreed that in the event of any dispute concerning this agreement, the parties shall attempt to first mediate the matter at the lowest possible level. The parties may choose Arbitration before resorting to any other remedies that it may have at law or equity.

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19. **Captions and Headings.** Captions and headings contained in this Agreement are to be construed only for convenience purposes and are not determinative nor to be considered in the construction of the terms or provisions herein.

20. **Assignment.** This Agreement shall not be assigned by the *ARTIST* to any person, firm or corporation without the prior written consent of the *Producer/ Purchaser*.

21. **Default.** It is expressly understood and agreed that in the event of default by the *ARTIST* that the fee indicated herein shall be liquidated and agreed damages. In the event of any breach of this agreement, any and all deposits paid are to be completely refunded by the *ARTIST* to the *Producer/ Purchaser* in the event of any breach of contract and receivable within seven (7) business days from the date of performance. In addition, *ARTIST* acknowledges that *Producer/Purchaser* may elect to enforce other remedies that it may have at law.

22. **Authorized Signatory.** The *ARTIST* represents and warrants that the signatory below is authorized to enter and execute this Agreement on behalf of the individual or group known as the *ARTIST*.

23. **Notices.** All notices concerning this Agreement shall be forwarded via US Mail, hand delivery or recognized courier service to the addresses below:

CLERK
Mayor Jeffery Ramsey
One Salem Road
Willingboro, NJ 08046
(609) 871-5700 Fax (609) 871-6990

Artist: Brass Heaven
Title of Group:
Address: 2113 B. South John Russell Clr.
Elkins Park, Pa, 19127
267-205-5246 FAX
Tax ID #

24. **Complete Agreement.** This is the complete Agreement between *Producer/ Purchaser* and **ARTIST**. This Agreement may only be changed in writing by *ARTIST* and *Producer/ Purchaser*. Any *oral* representations which are not contained in this Agreement are of no effect

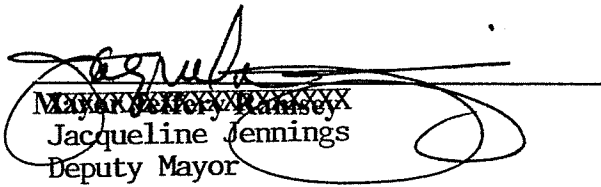
25. **Signatures.**

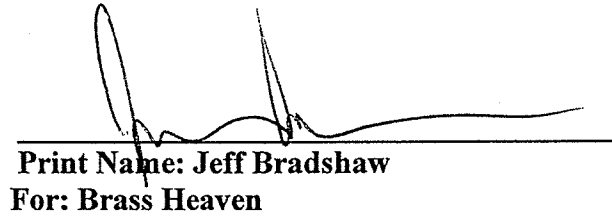
On behalf of the Township:

On behalf of ARTIST:

Signature:

Signature:


~~Mayor Peter Ramsey~~
 Jacqueline Jennings
 Deputy Mayor


 Print Name: Jeff Bradshaw
 For: Brass Heaven

Attest:

Witnessed:

 Marie Annese, RMC, Clerk

State of _____)
)SS
 County of _____)

I certify that on _____ 200____, _____
 Personally came before me and acknowledged under oath, to my satisfaction, that this person (or
 if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of the corporation/ ARTIST; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.



TOWNSHIP OF WILLINGBORO

Municipal Complex One Salem Road
Willingboro, New Jersey 08046
(609) 877-2200 Fax (609) 835-0782

AGREEMENT BETWEEN TOWNSHIP OF WILLINGBORO

AND

Jeff Bradshaw

For Performance at the Willingboro Jazz & Music Festival

This AGREEMENT made and entered into this 1st day of August between the *Township of Willingboro* (hereinafter referred to as "Producer/Purchaser") having its address at Township of Willingboro, Willingboro Municipal Complex, One Salem Road, Willingboro, NJ 08046 and "Jeff Bradshaw" (hereinafter referred to as "ARTIST") having its address at **2113 B. South John Russell Circle, Elkins Park, Pa. 19127**. The Producer/Purchaser hereby engages *ARTIST* jointly and severally on the terms and conditions set forth herein to render services as a performers Jazz & Music Festival 2007. For and in consideration of the mutual covenants set forth herein the *ARTIST* agrees to be bound by the terms and conditions of this Agreement. The *ARTIST* agrees to render such services as follows below, which may include orchestrating, performing, supervising the group collectively referred to as the "*ARTIST*".

1. **Venue Name and Address:** Willingboro Community Affairs Department
Kennedy Center
Mill Creek Park
Willingboro, NJ 08046
Capacity: Unlimited
2. **Name of Artist:** Jeff Bradshaw
3. **Date of event:** Sunday, September 9, 2007
4. **Type of Performance** Jazz & Music Festival
Number of Shows: 1 Length of Performance: 40 Min.
5. **Start Time** Approx.: 2:00 p.m.
6. **Fee:** Twenty Five Hundred Dollars (\$2500.00)
7. **Contact Person:** Community Cultural Affairs Representative
Adrienne Anderson Jones 609-871-0915

8. Payment:

Producer/ Purchaser will make payment in the form of **one** company check, made payable to **Norman Bradshaw** in the amount of **\$2500.00**, at the completion of the performance on September 9, 2007.

The **ARTIST** hereby authorizes Norman J. Bradshaw to accept payment on its behalf.

9. Recording of Performance. The **ARTIST** acknowledges that all performances at this engagement may be recorded, taped, reproduced and transmitted from the place of performance and aired on local cable stations. The **ARTIST** hereby consents to such recording for the purpose of transmitting and airing of this performance on local cable stations. The **Producer/ Purchaser** shall own the exclusive rights to such recording.

10. Inclement weather. Inclement weather rendering performance impossible or unfeasible to proceed shall be deemed a cause beyond the control of the parties for purpose of this agreement, and any payment of **ARTIST** compensation will be made provided that the **ARTIST** is ready, willing and able to perform according to the terms hereof.

11. Force Majeure. The **ARTIST** agrees that the **Producer/ Purchaser** shall not be liable for any (1) losses; (2) including Consequential damages; (3) detention; (4) delay or failure to perform in whole or in part resulting from causes beyond the control of **Producer/ Purchaser**, including, but not limited to acts of God; acts or omissions of **Producer/ Purchaser**; fires; strikes; insurrections; riots; embargoes; an act or regulation of any public authority or bureau; epidemic; interruption in or delay of transportation services, war conditions or emergencies or any other cause beyond **Producer/ Purchaser's** control.

12. Safety/Security. **Producer/ Purchaser** shall take reasonable precautions for the safety of the **ARTIST** and the **ARTIST'S** equipment before, during and after the performance as instructed by the Stage Manager and support personnel.

13. Equipment. **Producer/Purchaser** agrees to provide and pay for a light and sound system to meet with the **ARTIST** requirements. **Producer/ Purchaser** agrees to have a representative present who is experienced in stage management and production. **Producer/ Purchaser** agrees to supply general requirements including rest room, dressing area, secured parking, security, non-alcoholic beverages and a healthy entrée for **ARTIST** and **ARTISTS** officials and staff.

14. Indemnification. The **ARTIST** shall indemnify and hold the **Producer/ Purchaser**, its officials and employees harmless from any and all claims or liabilities arising out of the acts or omissions of the **ARTIST**, its officials, employees and agents in connection with all activities undertaken by the **ARTIST**, pursuant to this agreement. It is the intention of the parties that any claim for relief of any type being asserted against the **Producer/ Purchaser**, its officials and employees based upon any act or omission of the **ARTIST**, its officials, agents, or successors, in connection with this agreement and the performance contracted, shall be the responsibility of the **ARTIST**, and the **ARTIST** shall hold the **Producer/ Purchaser harmless** from the same.

15. **Governing Law.** This agreement shall be governed by the laws of the State of New Jersey. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law. All signatures on the face of this contract constitute an acceptance of terms and conditions of this Agreement. It is agreed that the venue for any litigation filed in this matter shall be Burlington County, New Jersey.

16. **Termination.** This agreement may be terminated, in the event of insufficient public funding for this event, and without cause by either party upon 30 days written notice to the other party.

17. **Dispute Resolution.** It is agreed that in the event of any dispute concerning this agreement, the parties shall attempt to first mediate the matter at the lowest possible level. The parties may choose Arbitration before resorting to any other remedies that it may have at law or equity.

18. **Severability.** Any provision contained in this Agreement that is found by a court of law to be void or unenforceable shall not affect the validity or enforceability of any other provisions of this Agreement.

19. **Captions and Headings.** Captions and headings contained in this Agreement are to be construed only for convenience purposes and are not determinative nor to be considered in the construction of the terms or provisions herein.

20. **Assignment.** This Agreement shall not be assigned by the *ARTIST* to any person, firm or corporation without the prior written consent of the *Producer/ Purchaser*.

21. **Default.** It is expressly understood and agreed that in the event of default by the *ARTIST* that the fee indicated herein shall be liquidated and agreed damages. In the event of any breach of this agreement, any and all deposits paid are to be completely refunded by the *ARTIST* to the *Producer/ Purchaser* in the event of any breach of contract and receivable within seven (7) business days from the date of performance. In addition, *ARTIST* acknowledges that *Producer/Purchaser* may elect to enforce other remedies that it may have at law.

22. **Authorized Signatory.** The *ARTIST* represents and warrants that the signatory below is authorized to enter and execute this Agreement on behalf of the individual or group known as the *ARTIST*.

23. **Notices.** All notices concerning this Agreement shall be forwarded via US Mail, hand delivery or recognized courier service to the addresses below:

CLERK
Mayor Jeffery Ramsey
One Salem Road
Willingboro, NJ 08046
(609) 871-5700 Fax (609) 871-6990

Artist: Jeff Bradshaw
Title of Group:
Address: 2113 B. South John Russell Ctr.
Elkins Park, Pa, 19127
267-205-5246 FAX
Tax ID #

24. **Complete Agreement.** This is the complete Agreement between *Producer/ Purchaser* and **ARTIST**. This Agreement may only be changed in writing by *ARTIST* and *Producer/ Purchaser*. Any *oral* representations which are not contained in this Agreement are of no effect

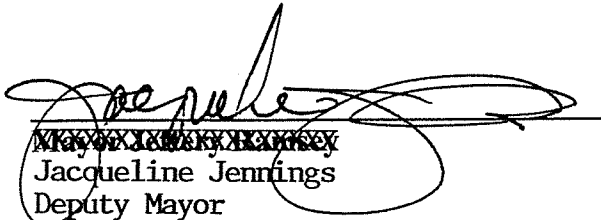
25. **Signatures.**

On behalf of the Township:


On behalf of ARTIST:

Signature:

Signature:



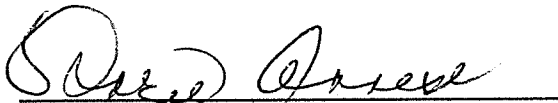
~~Mayor Jeffrey Ramsey~~
Jacqueline Jennings
Deputy Mayor



Print Name: Norman Bradshaw
For: Jeff Bradshaw

Attest:

Witnessed:



Marie Anese, RMC, Clerk

State of _____)
County of _____)SS
_____)

I certify that on _____ 200_____,
Personally came before me and acknowledged under oath, to my satisfaction, that this person (or
if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of the corporation/ ARTIST; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.



TOWNSHIP OF WILLINGBORO

Municipal Complex One Salem Road
Willingboro, New Jersey 08046
(609) 877-2200 Fax (609) 835-0782

AGREEMENT BETWEEN
TOWNSHIP OF WILLINGBORO
AND

Eric D. Wortham II

For Performance at the Willingboro Jazz & Music Festival

This AGREEMENT made and entered into this 1st day of August between the *Township of Willingboro* (hereinafter referred to as "Producer/Purchaser") having its address at Township of Willingboro, Willingboro Municipal Complex, One Salem Road, Willingboro, NJ 08046 and "Eric D. Wortham II" (hereinafter referred to as "ARTIST") having its address at **122 Glenview Lane Willingboro, NJ 08046**. The **Producer/Purchaser** hereby engages *ARTIST* jointly and severally on the terms and conditions set forth herein to render services **as a performers Jazz & Music Festival 2007**. For and in consideration of the mutual covenants set forth herein the *ARTIST* agrees to be bound by the terms and conditions of this Agreement. The *ARTIST* agrees to render such services as follows below, which may include orchestrating, performing, supervising the group collectively referred to as the "*ARTIST*".

1. **Venue Name and Address:** Willingboro Community Affairs Department
Kennedy Center
Mill Creek Park
Willingboro, NJ 08046
Capacity: unlimited
2. **Name of Artist:** Eric D. Wortham II
3. **Date of event:** Sunday, September 9, 2007
4. **Type of Performance** Jazz & Music Festival
Number of Shows: 1 Length of Performance: 40 Min.
5. **Start Time** Approx.: 2:45 p.m.
6. **Fee:** Seventeen Hundred and Fifty Dollars (\$1750.00)
7. **Contact Person:** Community Cultural Affairs Representative
Adrienne Anderson Jones 609-871-0915

8. Payment:

Producer/ Purchaser will make payment in the form of two company checks, one made payable to Eric D. Wortham II in the amount of \$550.00 payable at the signing of the contract, and one in the amount of \$1200.00 at the completion of the performance on September 9, 2007.

The *ARTIST* hereby authorizes _____ Eric D. Wortham II _____ to accept payment on its behalf.

9. Recording of Performance. The *ARTIST* acknowledges that all performances at this engagement may be recorded, taped, reproduced and transmitted from the place of performance and aired on local cable stations. The *ARTIST* hereby consents to such recording for the purpose of transmitting and airing of this performance on local cable stations. The *Producer/ Purchaser* shall own the exclusive rights to such recording.

10. Inclement weather. Inclement weather rendering performance impossible or unfeasible to proceed shall be deemed a cause beyond the control of the parties for purpose of this agreement, and any payment of *ARTIST* compensation will be made provided that the *ARTIST* is ready, willing and able to perform according to the terms hereof.

11. Force Majeure. The *ARTIST* agrees that the *Producer/ Purchaser* shall not be liable for any (1) losses; (2) including Consequential damages; (3) detention; (4) delay or failure to perform in whole or in part resulting from causes beyond the control of *Producer/ Purchaser*, including, but not limited acts of God; acts or omissions of *Producer/ Purchaser*; fires; strikes; insurrections; riots; embargoes; an act or regulation of any public authority or bureau; epidemic; interruption in or delay of transportation services, war conditions or emergencies or any other cause beyond *Producer/ Purchaser's* control.

12. Safety/Security. *Producer/ Purchaser* shall take reasonable precautions for the safety of the *ARTIST* and the *ARTIST'S* equipment before, during and after the performance as instructed by the Stage Manager and support personnel.

13. Equipment. *Producer/Purchaser* agrees to provide and pay for a light and sound system to meet with the *ARTIST* requirements. *Producer/ Purchaser* agrees to have a representative present who is experienced in stage management and production. *Producer/ Purchaser* agrees to supply general requirements including rest room, dressing area, secured parking, security, non-alcoholic beverages and a healthy entrée for *ARTIST* and *ARTISTS* officials and staff.

14. Indemnification. The *ARTIST* shall indemnify and hold the *Producer/ Purchaser*, its officials and employees harmless from any and all claims or liabilities arising out of the acts or omissions of the *ARTIST*, its officials, employees and agents in connection with all activities undertaken by the *ARTIST*, pursuant to this agreement. It is the intention of the parties that any claim for relief of any type being asserted against the *Producer/ Purchaser*, its officials and employees based upon any act or omission of the *ARTIST*, its officials, agents, or successors, in connection with this agreement and the performance contracted, shall be the responsibility of the *ARTIST*, and the *ARTIST* shall hold the *Producer/ Purchaser harmless* from the same.

15. **Governing Law.** This agreement shall be governed by the laws of the State of New Jersey. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law. All signatures on the face of this contract constitute an acceptance of terms and conditions of this Agreement. It is agreed that the venue for any litigation filed in this matter shall be Burlington County, New Jersey.

16. **Termination.** This agreement may be terminated, in the event of insufficient public funding for this event, and without cause by either party upon 30 days written notice to the other party.

17. **Dispute Resolution.** It is agreed that in the event of any dispute concerning this agreement, the parties shall attempt to first mediate the matter at the lowest possible level. The parties may choose Arbitration before resorting to any other remedies that it may have at law or equity.

18. **Severability.** Any provision contained in this Agreement that is found by a court of law to be void or unenforceable shall not affect the validity or enforceability of any other provisions of this Agreement.

19. **Captions and Headings.** Captions and headings contained in this Agreement are to be construed only for convenience purposes and are not determinative nor to be considered in the construction of the terms or provisions herein.

20. **Assignment.** This Agreement shall not be assigned by the *ARTIST* to any person, firm or corporation without the prior written consent of the *Producer/ Purchaser*.

21. **Default.** It is expressly understood and agreed that in the event of default by the *ARTIST* that the fee indicated herein shall be liquidated and agreed damages. In the event of any breach of this agreement, any and all deposits paid are to be completely refunded by the *ARTIST* to the *Producer/ Purchaser* in the event of any breach of contract and receivable within seven (7) business days from the date of performance. In addition, *ARTIST* acknowledges that *Producer/Purchaser* may elect to enforce other remedies that it may have at law.

22. **Authorized Signatory.** The *ARTIST* represents and warrants that the signatory below is authorized to enter and execute this Agreement on behalf of the individual or group known as the *ARTIST*.

23. **Notices.** All notices concerning this Agreement shall be forwarded via US Mail, hand delivery or recognized courier service to the addresses below:

CLERK
Mayor Jeffery Ramsey
One Salem Road
Willingboro, NJ 08046
(609) 871-5700 Fax (609) 871-6990

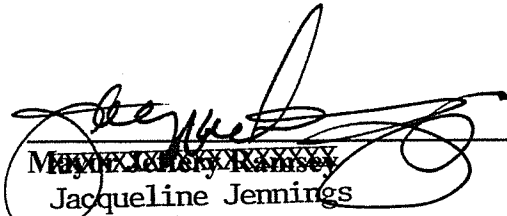
Artist: Eric Wortham
Title of Group: Eric D. Wortham II Trio
Address: 122 Glenview Lane
Willingboro, NJ 08046
609-871- 0602 cell 227-3546
EIN or Tax ID # 165-64-0032

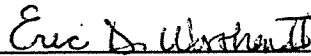
24. **Complete Agreement.** This is the complete Agreement between *Producer/ Purchaser* and **ARTIST**. This Agreement may only be changed in writing by **ARTIST** and *Producer/ Purchaser*. Any *oral* representations which are not contained in this Agreement are of no effect

25. **Signatures.**

On behalf of the Township:
Signature:


On behalf of ARTIST:
Signature:


~~Mayor Jerry Ramsey~~
 Jacqueline Jennings
 Deputy Mayor


 Print: Eric D. Wortham II
 For: Eric D. Wortham Trio

Attest:

Witnessed:


 Marie Anese, RMC, Clerk

State of _____)
)SS
 County of _____)

I certify that on _____ 200_____,
 Personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of the corporation/ ARTIST; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.



TOWNSHIP OF WILLINGBORO

Municipal Complex One Salem Road
Willingboro, New Jersey 08046
(609) 877-2200 Fax (609) 835-0782

AGREEMENT BETWEEN TOWNSHIP OF WILLINGBORO

AND

Douglas Henderson

For Performance at the Willingboro Jazz & Music Festival

This AGREEMENT made and entered into this 1st day of August between the *Township of Willingboro* (hereinafter referred to as "Producer/Purchaser") having its address at Township of Willingboro, Willingboro Municipal Complex, One Salem Road, Willingboro, NJ 08046 and "Doug Henderson" (hereinafter referred to as "ARTIST") having its address at 11 Presidential Blvd. Suite 100 Philadelphia, Pa. 19151. The Producer/Purchaser hereby engages *ARTIST* jointly and severally on the terms and conditions set forth herein to render services as Guest Host for the Jazz & Music Festival 2007. For and in consideration of the mutual covenants set forth herein the *ARTIST* agrees to be bound by the terms and conditions of this Agreement. The *ARTIST* agrees to render such services as follows below, which may include orchestrating, performing, supervising the group collectively referred to as the "*ARTIST*".

1. **Venue Name and Address:** Willingboro Community Affairs Department
Kennedy Center
Mill Creek Park
Willingboro, NJ 08046
Capacity: Unlimited
2. **Name of Artist:** Doug Henderson
3. **Date of event:** Sunday, September 9, 2007
4. **Type of Performance** Jazz & Music Festival
Number of Shows: 1 Length of Performance: 4 hours
5. **Start Time** Approx.: 4:00 p.m.
6. **Fee:** Five Hundred Dollars (\$500.00)
7. **Contact Person:** Community Cultural Affairs Representative
Adrienne Anderson Jones 609-871-0915

8. Payment:

Producer/ Purchaser will make payment in the form of **one** company check, made payable to **Douglas Henderson** in the amount of \$500.⁰⁰, at the completion of the performance on September 9, 2007.

The **ARTIST** hereby authorizes Self to accept payment on its behalf.

9. Recording of Performance. The **ARTIST** acknowledges that all performances at this engagement may be recorded, taped, reproduced and transmitted from the place of performance and aired on local cable stations. The **ARTIST** hereby consents to such recording for the purpose of transmitting and airing of this performance on local cable stations. The **Producer/ Purchaser** shall own the exclusive rights to such recording.

10. Inclement weather. Inclement weather rendering performance impossible or unfeasible to proceed shall be deemed a cause beyond the control of the parties for purpose of this agreement, and any payment of **ARTIST** compensation will be made provided that the **ARTIST** is ready, willing and able to perform according to the terms hereof.

11. Force Majeure. The **ARTIST** agrees that the **Producer/ Purchaser** shall not be liable for any (1) losses; (2) including Consequential damages; (3) detention; (4) delay or failure to perform in whole or in part resulting from causes beyond the control of **Producer/ Purchaser**, including, but not limited to acts of God; acts or omissions of **Producer/ Purchaser**; fires; strikes; insurrections; riots; embargoes; an act or regulation of any public authority or bureau; epidemic; interruption in or delay of transportation services, war conditions or emergencies or any other cause beyond **Producer/ Purchaser's** control.

12. Safety/Security. **Producer/ Purchaser** shall take reasonable precautions for the safety of the **ARTIST** and the **ARTIST'S** equipment before, during and after the performance as instructed by the Stage Manager and support personnel.

13. Equipment. **Producer/Purchaser** agrees to provide and pay for a light and sound system to meet with the **ARTIST** requirements. **Producer/ Purchaser** agrees to have a representative present who is experienced in stage management and production. **Producer/ Purchaser** agrees to supply general requirements including rest room, dressing area, secured parking, security, non-alcoholic beverages and a healthy entrée for **ARTIST** and **ARTISTS** officials and staff.

14. Indemnification. The **ARTIST** shall indemnify and hold the **Producer/ Purchaser**, its officials and employees harmless from any and all claims or liabilities arising out of the acts or omissions of the **ARTIST**, its officials, employees and agents in connection with all activities undertaken by the **ARTIST**, pursuant to this agreement. It is the intention of the parties that any claim for relief of any type being asserted against the **Producer/ Purchaser**, its officials and employees based upon any act or omission of the **ARTIST**, its officials, agents, or successors, in connection with this agreement and the performance contracted, shall be the responsibility of the **ARTIST**, and the **ARTIST** shall hold the **Producer/ Purchaser harmless** from the same.

15. Governing Law. This agreement shall be governed by the laws of the State of New Jersey. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law. All signatures on the face of this contract constitute an acceptance of terms and conditions of this Agreement. It is agreed that the venue for any litigation filed in this matter shall be Burlington County, New Jersey.

16. Termination. This agreement may be terminated, in the event of insufficient public funding for this event, and without cause by either party upon 30 days written notice to the other party.

17. Dispute Resolution. It is agreed that in the event of any dispute concerning this agreement, the parties shall attempt to first mediate the matter at the lowest possible level. The parties may choose Arbitration before resorting to any other remedies that it may have at law or equity.

18. Severability. Any provision contained in this Agreement that is found by a court of law to be void or unenforceable shall not affect the validity or enforceability of any other provisions of this Agreement.

19. Captions and Headings. Captions and headings contained in this Agreement are to be construed only for convenience purposes and are not determinative nor to be considered in the construction of the terms or provisions herein.

20. Assignment. This Agreement shall not be assigned by the *ARTIST* to any person, firm or corporation without the prior written consent of the *Producer/ Purchaser*.

21. Default. It is expressly understood and agreed that in the event of default by the *ARTIST* that the fee indicated herein shall be liquidated and agreed damages. In the event of any breach of this agreement, any and all deposits paid are to be completely refunded by the *ARTIST* to the *Producer/ Purchaser* in the event of any breach of contract and receivable within seven (7) business days from the date of performance. In addition, *ARTIST* acknowledges that *Producer/Purchaser* may elect to enforce other remedies that it may have at law.

22. Authorized Signatory. The *ARTIST* represents and warrants that the signatory below is authorized to enter and execute this Agreement on behalf of the individual or group known as the *ARTIST*.

23. Notices. All notices concerning this Agreement shall be forwarded via US Mail, hand delivery or recognized courier service to the addresses below:

CLERK
Mayor Jeffery Ramsey
One Salem Road
Willingboro, NJ 08046
(609) 871-5700 Fax (609) 871-6990

Artist: Douglas Henderson
Title of Group: Guest Host
Address: 11 Presidential Blvd.
Philadelphia, Pa. 19004-1009
610-784-5352 FAX
Tax ID #

24. Complete Agreement. This is the complete Agreement between *Producer/ Purchaser* and *ARTIST*. This Agreement may only be changed in writing by *ARTIST* and *Producer/ Purchaser*. Any *oral* representations which are not contained in this Agreement are of no effect

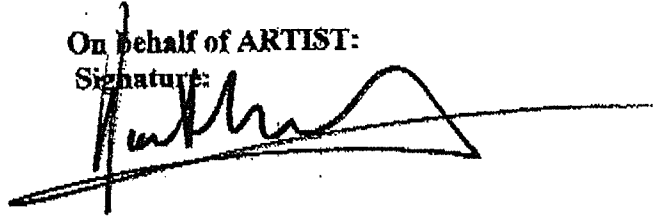
25. Signatures.

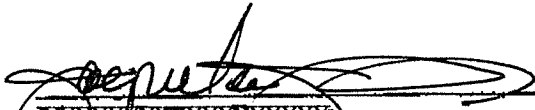
On behalf of the Township:


Signature:

On behalf of ARTIST:

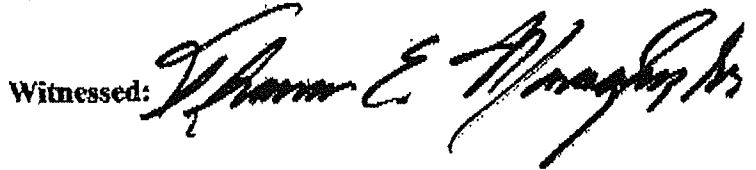
Signature:




~~Mayor/ Clerk/ Ramsey~~
Jacqueline Jemmings
Deputy Mayor


Print Name: Douglas Henderson
For:

Attest:

Witnessed: 


Marie Annesse, RMC, Clerk

THOMAS E. MONAGHAN, SA

State of

)
)SS
)

County of

I certify that on August 20 2007, Douglas Henderson Personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of the corporation/ ARTIST; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.



TOWNSHIP OF WILLINGBORO

Municipal Complex One Salem Road
Willingboro, New Jersey 08046
(609) 877-2200 Fax (609) 835-0782

AGREEMENT BETWEEN TOWNSHIP OF WILLINGBORO AND

Dowdell & Associates

For Performance at the Willingboro Jazz & Music Festival

This AGREEMENT made and entered into this 1st day of August between the *Township of Willingboro* (hereinafter referred to as "Producer/Purchaser") having its address at Township of Willingboro, Willingboro Municipal Complex, One Salem Road, Willingboro, NJ 08046 and "D-Four" (hereinafter referred to as "ARTIST") having its address at 7060 City Line Ave. Philadelphia, Pa. 19151. The Producer/Purchaser hereby engages ARTIST jointly and severally on the terms and conditions set forth herein to render services as a performers Jazz & Music Festival 2007. For and in consideration of the mutual covenants set forth herein the ARTIST agrees to be bound by the terms and conditions of this Agreement. The ARTIST agrees to render such services as follows below, which may include orchestrating, performing, supervising the group collectively referred to as the "ARTIST".

- | | |
|----------------------------|---|
| 1. Venue Name and Address: | Willingboro Community Affairs Department
Kennedy Center
Mill Creek Park
Willingboro, NJ 08046
Capacity: Unlimited |
| 2. Name of Artist: | D-Four |
| 3. Date of event: | Sunday, September 9, 2007 |
| 4. Type of Performance | Jazz & Music Festival
Number of Shows: 1 Length of Performance: 40 Min. |
| 5. Start Time | Approx.: 11:35 a.m. 4:15 p.m. JJ |
| 6. Fee: | One Thousand Dollars (\$1000.00) |
| 7. Contact Person: | Community Cultural Affairs Representative
Adrienne Anderson Jones 609-871-0915 |

8. Payment:

Producer/ Purchaser will make payment in the form of one company check, made payable to Dowdell & Associates in the amount of \$1000.00, at the completion of the performance on September 9, 2007.

The *ARTIST* hereby authorizes Don Stevens to accept payment on its behalf.

9. Recording of Performance. The *ARTIST* acknowledges that all performances at this engagement may be recorded, taped, reproduced and transmitted from the place of performance and aired on local cable stations. The *ARTIST* hereby consents to such recording for the purpose of transmitting and airing of this performance on local cable stations. The *Producer/ Purchaser* shall own the exclusive rights to such recording.

10. Inclement weather. Inclement weather rendering performance impossible or unfeasible to proceed shall be deemed a cause beyond the control of the parties for purpose of this agreement, and any payment of *ARTIST* compensation will be made provided that the *ARTIST* is ready, willing and able to perform according to the terms hereof.

11. Force Majeure. The *ARTIST* agrees that the *Producer/ Purchaser* shall not be liable for any (1) losses; (2) including Consequential damages; (3) detention; (4) delay or failure to perform in whole or in part resulting from causes beyond the control of *Producer/ Purchaser*, including, but not limited acts of God; acts or omissions of *Producer/ Purchaser*; fires; strikes; insurrections; riots; embargoes; an act or regulation of any public authority or bureau; epidemic; interruption in or delay of transportation services, war conditions or emergencies or any other cause beyond *Producer/ Purchaser's* control.

12. Safety/Security. *Producer/ Purchaser* shall take reasonable precautions for the safety of the *ARTIST* and the *ARTIST'S* equipment before, during and after the performance as instructed by the Stage Manager and support personnel.

13. Equipment. *Producer/Purchaser* agrees to provide and pay for a light and sound system to meet with the *ARTIST* requirements. *Producer/ Purchaser* agrees to have a representative present who is experienced in stage management and production. *Producer/ Purchaser* agrees to supply general requirements including rest room, dressing area, secured parking, security, non-alcoholic beverages and a healthy entrée for *ARTIST* and *ARTISTS* officials and staff.

14. Indemnification. The *ARTIST* shall indemnify and hold the *Producer/ Purchaser*, its officials and employees harmless from any and all claims or liabilities arising out of the acts or omissions of the *ARTIST*, its officials, employees and agents in connection with all activities undertaken by the *ARTIST*, pursuant to this agreement. It is the intention of the parties that any claim for relief of any type being asserted against the *Producer/ Purchaser*, its officials and employees based upon any act or omission of the *ARTIST*, its officials, agents, or successors, in connection with this agreement and the performance contracted, shall be the responsibility of the *ARTIST*, and the *ARTIST* shall hold the *Producer/ Purchaser harmless* from the same.

15. **Governing Law.** This agreement shall be governed by the laws of the State of New Jersey. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law. All signatures on the face of this contract constitute an acceptance of terms and conditions of this Agreement. It is agreed that the venue for any litigation filed in this matter shall be Burlington County, New Jersey.

16. **Termination.** This agreement may be terminated, in the event of insufficient public funding for this event, and without cause by either party upon 30 days written notice to the other party.

17. **Dispute Resolution.** It is agreed that in the event of any dispute concerning this agreement, the parties shall attempt to first mediate the matter at the lowest possible level. The parties may choose Arbitration before resorting to any other remedies that it may have at law or equity.

18. **Severability.** Any provision contained in this Agreement that is found by a court of law to be void or unenforceable shall not affect the validity or enforceability of any other provisions of this Agreement.

19. **Captions and Headings.** Captions and headings contained in this Agreement are to be construed only for convenience purposes and are not determinative nor to be considered in the construction of the terms or provisions herein.

20. **Assignment.** This Agreement shall not be assigned by the *ARTIST* to any person, firm or corporation without the prior written consent of the *Producer/ Purchaser*.

21. **Default.** It is expressly understood and agreed that in the event of default by the *ARTIST* that the fee indicated herein shall be liquidated and agreed damages. In the event of any breach of this agreement, any and all deposits paid are to be completely refunded by the *ARTIST* to the *Producer/ Purchaser* in the event of any breach of contract and receivable within seven (7) business days from the date of performance. In addition, *ARTIST* acknowledges that *Producer/Purchaser* may elect to enforce other remedies that it may have at law.

22. **Authorized Signatory.** The *ARTIST* represents and warrants that the signatory below is authorized to enter and execute this Agreement on behalf of the individual or group known as the *ARTIST*.

23. **Notices.** All notices concerning this Agreement shall be forwarded via US Mail, hand delivery or recognized courier service to the addresses below:

CLERK
Mayor Jeffery Ramsey
One Salem Road
Willingboro, NJ 08046
(609) 871-5700 Fax (609) 871-6990


Artist: Dowdell & Associates
Title of Group: D- Four
Address: 7060 City Line Ave.
Philadelphia, Pa. 19151
215-877-6208 FAX
Tax ID # 16-1657085

24. **Complete Agreement.** This is the complete Agreement between *Producer/ Purchaser* and **ARTIST**. This Agreement may only be changed in writing by *ARTIST* and *Producer/ Purchaser*. Any *oral* representations which are not contained in this Agreement are of no effect

25. **Signatures.**

On behalf of the Township:

Signature:


~~Mayor Jeffrey Roussex~~
Jacqueline Jennings
Deputy Mayor

On behalf of ARTIST:

Signature:



LUTHER DOWDELL

Print Name: Luther Dowdell

For: D-Four

Attest:

Witnessed:


Marie Anese, RMC, Clerk

State of _____)
County of _____)SS

I certify that on 200 **,** _____
Personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of the corporation/ ARTIST; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.



TOWNSHIP OF WILLINGBORO

**Municipal Complex One Salem Road
Willingboro, New Jersey 08046
(609) 877-2200 Fax (609) 835-0782**

**AGREEMENT BETWEEN
TOWNSHIP OF WILLINGBORO
AND
Edgardo Cintron & The Azcua Band
For Performance at the Willingboro Jazz & Music Festival**

This AGREEMENT made and entered into this 13th day of August between the *Township of Willingboro* (hereinafter referred to as “Producer/Purchaser**”) having its address at Township of Willingboro, Willingboro Municipal Complex, One Salem Road, Willingboro, NJ 08046 and “**Edgardo Cintron**” (hereinafter referred to as “**ARTIST**”) having its address at **P.O. Box 2754 Willingboro N.J. 08046**. The **Producer/Purchaser** hereby engages **ARTIST** jointly and severally on the terms and conditions set forth herein to render services as a performers Jazz & Music Festival 2007. For and in consideration of the mutual covenants set forth herein the **ARTIST** agrees to be bound by the terms and conditions of this Agreement. The **ARTIST** agrees to render such services as follows below, which may include orchestrating, performing, supervising the group collectively referred to as the “**ARTIST**”.**

- 1. Venue Name and Address:**
**Willingboro Community Affairs Department
Kennedy Center
Mill Creek Park
Willingboro, NJ 08046
Capacity: Unlimited**
- 2. Name of Artist:**
Edgardo Cintron & The Azuca Band
- 3. Date of event:**
Sunday, September 9, 2007
- 4. Type of Performance**
**Jazz & Music Festival
Number of Shows: 1 Length of Performance: 40 Min.**
- 5. Start Time**
Approx.: 4:40 p.m.
- 6. Fee:**
Twenty Five Hundred Dollars (\$2500.00)
- 7. Contact Person:**
**Community Cultural Affairs Representative
Adrienne Anderson Jones 609-871-0915**

8. Payment:

Producer/ Purchaser will make payment in the form of one company check, made payable to Edgardo Cintron in the amount of \$2500.00, at the completion of the performance on September 9, 2007.

The **ARTIST** hereby authorizes Edgardo Cintron to accept payment on its behalf.

9. Recording of Performance. The **ARTIST** acknowledges that all performances at this engagement may be recorded, taped, reproduced and transmitted from the place of performance and aired on local cable stations. The **ARTIST** hereby consents to such recording for the purpose of transmitting and airing of this performance on local cable stations. The **Producer/ Purchaser** shall own the exclusive rights to such recording.

10. Inclement weather. Inclement weather rendering performance impossible or unfeasible to proceed shall be deemed a cause beyond the control of the parties for purpose of this agreement, and any payment of **ARTIST** compensation will be made provided that the **ARTIST** is ready, willing and able to perform according to the terms hereof.

11. Force Majeure. The **ARTIST** agrees that the **Producer/ Purchaser** shall not be liable for any (1) losses; (2) including Consequential damages; (3) detention; (4) delay or failure to perform in whole or in part resulting from causes beyond the control of **Producer/ Purchaser**, including, but not limited acts of God; acts or omissions of **Producer/ Purchaser**; fires; strikes; insurrections; riots; embargoes; an act or regulation of any public authority or bureau; epidemic; interruption in or delay of transportation services, war conditions or emergencies or any other cause beyond **Producer/ Purchaser's** control.

12. Safety/Security. **Producer/ Purchaser** shall take reasonable precautions for the safety of the **ARTIST** and the **ARTIST'S** equipment before, during and after the performance as instructed by the Stage Manager and support personnel.

13. Equipment. **Producer/Purchaser** agrees to provide and pay for a light and sound system to meet with the **ARTIST** requirements. **Producer/ Purchaser** agrees to have a representative present who is experienced in stage management and production. **Producer/ Purchaser** agrees to supply general requirements including rest room, dressing area, secured parking, security, non-alcoholic beverages and a healthy entrée for **ARTIST** and **ARTISTS** officials and staff.

14. Indemnification. The **ARTIST** shall indemnify and hold the **Producer/ Purchaser**, its officials and employees harmless from any and all claims or liabilities arising out of the acts or omissions of the **ARTIST**, its officials, employees and agents in connection with all activities undertaken by the **ARTIST**, pursuant to this agreement. It is the intention of the parties that any claim for relief of any type being asserted against the **Producer/ Purchaser**, its officials and employees based upon any act or omission of the **ARTIST**, its officials, agents, or successors, in connection with this agreement and the performance contracted, shall be the responsibility of the **ARTIST**, and the **ARTIST** shall hold the **Producer/ Purchaser harmless** from the same.

15. Governing Law. This agreement shall be governed by the laws of the State of New Jersey. Nothing in this Agreement shall be construed so as to require the commission of any act contrary

to law. All signatures on the face of this contract constitute an acceptance of terms and conditions of this Agreement. It is agreed that the venue for any litigation filed in this matter shall be Burlington County, New Jersey.

16. **Termination.** This agreement may be terminated, in the event of insufficient public funding for this event, and without cause by either party upon 30 days written notice to the other party.

17. **Dispute Resolution.** It is agreed that in the event of any dispute concerning this agreement, the parties shall attempt to first mediate the matter at the lowest possible level. The parties may choose Arbitration before resorting to any other remedies that it may have at law or equity.

18. **Severability.** Any provision contained in this Agreement that is found by a court of law to be void or unenforceable shall not affect the validity or enforceability of any other provisions of this Agreement.

19. **Captions and Headings.** Captions and headings contained in this Agreement are to be construed only for convenience purposes and are not determinative nor to be considered in the construction of the terms or provisions herein.

20. **Assignment.** This Agreement shall not be assigned by the *ARTIST* to any person, firm or corporation without the prior written consent of the *Producer/ Purchaser*.

21. **Default.** It is expressly understood and agreed that in the event of default by the *ARTIST* that the fee indicated herein shall be liquidated and agreed damages. In the event of any breach of this agreement, any and all deposits paid are to be completely refunded by the *ARTIST* to the *Producer/ Purchaser* in the event of any breach of contract and receivable within seven (7) business days from the date of performance. In addition, *ARTIST* acknowledges that *Producer/Purchaser* may elect to enforce other remedies that it may have at law.

22. **Authorized Signatory.** The *ARTIST* represents and warrants that the signatory below is authorized to enter and execute this Agreement on behalf of the individual or group known as the *ARTIST*.

23. **Notices.** All notices concerning this Agreement shall be forwarded via US Mail, hand delivery or recognized courier service to the addresses below:

CLERK
Mayor Jeffery Ramsey
One Salem Road
Willingboro, NJ 08046
(609) 871-5700 Fax (609) 871-6990

Artist: Edgardo Cintron
Title of Group: Edgardo Cintron Azuca Band
Address: P.O. Box 2754
Willingboro N. J. 08046
609-556-0965 FAX

Tax ID # 753-54-0829

24. **Complete Agreement.** This is the complete Agreement between *Producer/ Purchaser* and *ARTIST*. This Agreement may only be changed in writing by *ARTIST* and *Producer/ Purchaser*. Ant *oral* representations which are not contained in this Agreement are of no effect


25. Signatures.


On behalf of the Township:

Signature:

On behalf of ARTIST:

Signature:


~~Mayor Jeffrey Knousey~~
 Jacqueline Jennings
 Deputy Mayor


 Print Name: Edgardo Cintron
 For: Azuca Band

Attest:

Witnessed:


 Marie Annese, RMC, Clerk

State of _____)
)SS
 County of _____)

I certify that on _____ 200_____,
 Personally came before me and acknowledged under oath, to my satisfaction, that this person (or
 if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of the corporation/ ARTIST; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.



TOWNSHIP OF WILLINGBORO

Municipal Complex One Salem Road

Willingboro, New Jersey 08046

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

AGREEMENT BETWEEN TOWNSHIP OF WILLINGBORO AND

KIM WATERS PRODUCTIONS, INC. FSO KIM WATERS

For Performance at the Willingboro Jazz & Music Festival

This AGREEMENT made and entered into this 10th day of August, 2007 between the *Township of Willingboro* (hereinafter referred to as "Producer/Purchaser") having its address at Township of Willingboro, Willingboro Municipal Complex, One Salem Road, Willingboro, NJ 08046 and **Kim Waters Productions, Inc., fso Kim Waters** (hereinafter referred to as "ARTIST") having its address c/o 109 W. Newark Ave. Wildwood Crest N.J., 08260. The Producer/Purchaser hereby engages ARTIST jointly and severally on the terms and conditions set forth herein to render services as a performer for Jazz & Music Festival 2007. for and in consideration of the mutual covenants set forth herein and in the Artist's rider which is hereby made a part of this Agreement whereby **BOTH PARTIES HERETO** agree to be bound by the terms and conditions of this Agreement. The ARTIST agrees to render such services as follows below, which may include orchestrating, performing, supervising the group collectively referred to as the "ARTIST".

- 1. Venue Name and Address: **Willingboro Community Affairs Department
Kennedy Center
Mill Creek Park, Beverly Roncocas Rd.
Willingboro, NJ 08046
Capacity: Unlimited**
- 2. Name of Artist: **Kim Waters**
- 3. Date of event: **Sunday, September 9, 2007**
- 4. Type of Performance **Jazz & Music Festival
Number of Shows: 1 Length of Performance: 50 Min.**
- 5. Start Time **Approx.: 5:15 p.m.**
- 6. Fee: **Sixty Five Hundred Dollars (\$6500.00) to be paid as follows: deposit of \$3,250.00 payable to Central Entertainment Services, Inc., to be received on or before Aug. 13, 2007 and the balance of payment one hour prior to performance to Artist and payable to Kim Waters Productions, Inc.**

*needs
w/g
BCC*

14. Indemnification. *ARTIST & Producer/ Purchaser* shall each indemnify and hold the other, their officials and employees, harmless from any and all claims or liabilities arising out of the acts or omissions of the other party, its officials, employees and agents in connection with all activities undertaken by the other party, pursuant to this agreement. It is the intention of the parties that any claim for relief of any type being asserted against the *other party*, its officials and employees based upon any act or omission of the *other party*, its officials, agents, or successors, in connection with this agreement and the performance contracted, shall be the responsibility of the other party, and the *each party* shall hold the *other party* harmless from the same, except in the case of negligence.

15. Governing Law. This agreement shall be governed by the laws of the State of New Jersey. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law. All signatures on the face of this contract constitute an acceptance of terms and conditions of this Agreement. It is agreed that the venue for any litigation filed in this matter shall not be Burlington County, New Jersey.

16. Termination. This agreement may be terminated, in the event of insufficient public funding for this event, and without cause by either party upon 30 days written notice to the other party.

17. Dispute Resolution. It is agreed that in the event of any dispute concerning this agreement, the parties shall attempt to first mediate the matter at the lowest possible level. The parties may choose Arbitration before resorting to any other remedies that it may have at law or equity.

18. Severability. Any provision contained in this Agreement that is found by a court of law to be void or unenforceable shall not affect the validity or enforceability of any other provisions of this Agreement.

19. Captions and Headings. Captions and headings contained in this Agreement are to be construed only for convenience purposes and are not determinative nor to be considered in the construction of the terms or provisions herein.

20. Assignment. This Agreement shall not be assigned by the *ARTIST* to any person, firm or corporation without the prior written consent of the *Producer/ Purchaser*.

21. Default. It is expressly understood and agreed that in the event of default by the *ARTIST* that the fee indicated herein shall be liquidated and agreed damages. In the event of any breach of this agreement, both parties agree to attempt to negotiate resolution of the breach in good faith.. Should negotiations fail and the Artist is determined to be in breach, all deposits paid are to be completely refunded by the *ARTIST* to the *Producer/ Purchaser* within ten days unless the breach is referred to arbitration or courts, in which case the deposit shall be held in escrow by Central Entertainment Services, Inc., until the matter has been legally resolved. In the event of any breach of contract by the *Producer/Purchaser* which cannot be resolved in good faith negotiations, then the deposit shall be forfeited by *Producer/Purchaser* to the *ARTIST*. In addition, *each party* may elect to enforce other remedies that it may have at law.

(FID#52-1645569) in cash or city of Willingboro check

7. **Contact Person:**

Community Cultural Affairs Representative
Adrienne Anderson Jones 609-871-0915

8. **Payment:** See Item 6 above

9. **Recording of Performance.** No recording of this performance of any kind is allowed due to certain contractual and exclusive recording agreement. However, *Producer/Purchaser* may submit a separate request and proposed Agreement for Artist to review. Should there be an agreement accepted by Artist, then that Agreement shall include that there will be no more than two broadcasts (including any live broadcast of the performance), that *Producer/Purchaser* may keep a copy for archival purposes only and that the master shall be presented to the Artist at the event on September 8 and that the master shall belong exclusively to the Artist (or his recording company if his recording contract calls for that) and that it may be used, in full or in part, for promotional purposes.

10. **Inclement weather.** Inclement weather rendering performance impossible or unfeasible to proceed shall be deemed a cause beyond the control of the parties for purpose of this agreement. In the case of cancellation due to inclement weather, *ARTIST* shall be paid in full provided that the *ARTIST* is ready, willing and able to perform according to the terms hereof.

11. **Force Majeure.** Both parties agree that neither party shall be liable for any (1) losses; (2) including Consequential damages; (3) detention; (4) delay or failure to perform in whole or in part resulting from causes beyond the control of either party, including, but not limited to acts of God; acts or omissions; fires; strikes; insurrections; riots; embargoes; an act or regulation of any public authority or bureau; epidemic; interruption in or delay of transportation services, war conditions or emergencies or any other cause beyond the control of either party unless such cause is due to the negligence of either party.

12. **Safety/Security.** *Producer/Purchaser* shall take reasonable precautions for the safety of the *ARTIST* and the *ARTIST'S* equipment before, during and after the performance as instructed by the Artist and/or the Stage Manager and support personnel.

13. **Equipment & Personnel:** *Producer/Purchaser* agrees to provide and pay for a light and sound system to meet the *ARTIST* requirements. *Producer/Purchaser* agrees to have a representative present who is experienced in stage management and production. *Producer/Purchaser* agrees to supply, at no cost to the artist, backline stage gear (per artist rider), first class professional sound, lights and staging, and full rider requirements (except Artist will provide own transportation and does not require hotel accommodations) and general requirements including rest room, dressing area, secured parking, security, non-alcoholic beverages and a healthy entrée for *ARTIST* and *ARTISTS* officials and staff. *Producer/Purchaser* agrees to have qualified professional sound, monitor and lighting engineers available for *ARTIST'S* performance.

22. **Authorized Signatory.** The *parties* represent and warrant that the signatory below is authorized to enter and execute this Agreement on behalf of the individuals or group known respectively as the *ARTIST* and the *Producer/Purchaser*.

23. The Artist's rider is hereby made a part of this Agreement and is to be signed and returned with the fully executed contract no later than August 13.

24. This agreement is not to be considered to create an employer/employee relationship between the parties.

25. The Artist's fee of \$6,500.00 is to be free and clear of any and all deductions.

26. It is agreed that Central Entertainment Services, Inc., and its officers and employees, act only as "agents" for the Artist and are not a part of this contract.

27. **Notices.** All notices concerning this Agreement shall be forwarded via US Mail, hand delivery or recognized courier service to the addresses below:

CLERK

~~Mayor Jeffrey Ramsey~~
One Salem Road
Willingboro, NJ 08046
(609) 871-5700 Fax (609) 871-6990
Deputy Mayor Jacqueline Jennings

ARTIST: Kim Waters
Title of Group: Central Entertainment Svcs.
Address: 109 W. Newark Ave.
Wildwood Crest, NJ 08260
(609) 522-0173 Fax -522-0219
Tax ID # 13-13786168

24. **Complete Agreement.** This is the complete Agreement between *Producer/ Purchaser* and *ARTIST*. This Agreement may only be changed in writing by *ARTIST* and *Producer/ Purchaser*. Ant *oral* representations which are not contained in this Agreement are of no effect


25. Signatures.


On behalf of the Township:

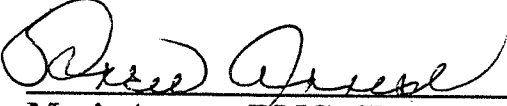
On behalf of ARTIST:

Signature:

Signature:


~~Mayor Jeffrey Ramsey~~XXXXXXXXXX
Jacqueline Jennings
Deputy Mayor


Print Name: Bruce Nichols / Central Ent.
for Kim Waters w/ permission


Marie Annese, RMC, Clerk

The Artist rider issued previously is hereby made a part of this contract agreement



TOWNSHIP OF WILLINGBORO

**Municipal Complex One Salem Road
Willingboro, New Jersey 08046
(609) 877-2200 Fax (609) 835-0782**

**AGREEMENT BETWEEN
TOWNSHIP OF WILLINGBORO
AND
NYMARI MEDIA**

MELI'SA MORGAN

For The Performance at the Willingboro Jazz and Music Festival

This AGREEMENT made and entered into this 15 day of August between the *Township of Willingboro* (hereinafter referred to as "Producer/Purchaser**") having its address at Township of Willingboro, Willingboro Municipal Complex, One Salem Road, Willingboro, NJ 08046 and "**MELI'SA MORGAN**" (hereinafter referred to as "**ARTIST**") having its address at 112-50 Northern Boulevard Corona NY Suite 4E . The **Producer/Purchaser** hereby engages **ARTIST** jointly and severally on the terms and conditions set forth herein to render services as **performer for the Jazz & Music Festival 2007** . For and in consideration of the mutual covenants set forth herein the **ARTIST** agrees to be bound by the terms and conditions of this Agreement. The **ARTIST** agrees to render such services as follows below, which may include orchestrating, performing, supervising the group collectively referred to as the "**ARTIST**".**

- 1. Venue Name and Address:**
**Willingboro Township
Millcreek Park
Beverly/ Rancocas Road
Willingboro, NJ 08046
Capacity: Unlimited**

- 2. Name of Artist:**
MELI'SA MORGAN

- 3. Date of event:**
Sunday, September 9, 2007

- 4. Type of Performance**
**Jazz and Music Festival
Number of Shows: 1
Length of Performance: Approx 40 minutes**

5. Start Time

Approx.: 5:45 PM

6. Fees:

Four Thousand Dollars to be paid as followed: Deposit of \$2,000.00 payable to MELI'SA MORGAN to be received on or before August 20, 2007 and the remaining balance of \$2,000.00 paid to the said above mentioned ARTIST on September 9, 2007 the day of the event.

7. Artist Contact Person: NYMARI MEDIA (Company) - MARILYN BELL 1 917-515-7199

Willingboro Township Contact: Reva Foster – 1 609 877-8444

8. **Payment:** *Producer/ Purchaser* will make payment in the form of two company check's, one made payable to MELI'SA MORGAN in the amount of \$2000.00 at the signing of the contract, and one in the amount of \$2,000.00 at the completion of the performance on September 9, 2007.

The ARTIST hereby authorizes NYMARI MEDIA (Marilyn Bell) to except payment on its behalf.

9. **Recording of Performance.** The *ARTIST* acknowledges that all performances at this engagement may be recorded, taped, reproduced and transmitted from the place of performance and aired on local cable stations. The *ARTIST* hereby consents to such recording for the purpose of transmitting and airing of this performance on local cable stations. The *Producer/ Purchaser* shall own the exclusive rights to such recording.

10. **Inclement weather.** Inclement weather rendering performance impossible or unfeasible to proceed shall be deemed a cause beyond the control of the parties for purpose of this agreement, and any payment of *ARTIST* compensation will be made provided that the *ARTIST* is ready, willing and able to perform according to the terms hereof.

11. **Force Majeure.** The *ARTIST* agrees that the *Producer/ Purchaser* shall not be liable for any (1) losses; (2) including Consequential damages; (3) detention; (4) delay or failure to perform in whole or in part resulting from causes beyond the control of *Producer/ Purchaser*, including, but not limited acts of God; acts or omissions of *Producer/ Purchaser*; fires; strikes; insurrections; riots; embargoes; an act or regulation of any public authority or bureau; epidemic; interruption in or delay of transportation services, war conditions or emergencies or any other cause beyond *Producer/ Purchaser's* control.

12. **Safety/Security.** *Producer/ Purchaser* shall take reasonable precautions for the safety of the *ARTIST* and the *ARTIST'S* equipment before, during and after the performance as instructed by the Stage Manager and support personnel.

13. **Equipment.** *Producer/Purchaser* agrees to provide and pay for a light and sound system to meet with the *ARTIST* requirements. *Producer/ Purchaser* agrees to have a representative present who is experienced in stage management and production. *Producer/ Purchaser* agrees to

supply general requirements including rest room, dressing area, secured parking, security, non-alcoholic beverages and a healthy entrée for *ARTIST* and *ARTISTS* officials and staff.

14. Indemnification. The *ARTIST* shall indemnify and hold the *Producer/ Purchaser*, its officials and employees harmless from any and all claims or liabilities arising out of the acts or omissions of the *ARTIST*, its officials, employees and agents in connection with all activities undertaken by the *ARTIST*, pursuant to this agreement. It is the intention of the parties that any claim for relief of any type being asserted against the *Producer/ Purchaser*, its officials and employees based upon any act or omission of the *ARTIST*, its officials, agents, or successors, in connection with this agreement and the performance contracted, shall be the responsibility of the *ARTIST*, and the *ARTIST* shall hold the *Producer/ Purchaser harmless* from the same. . Any invoices, bills, oral agreements, and promissory notes that are made by *Artist* that are not approved and contracted through the Willingboro Recreation Department Representative will be the sole responsibility of *Artist* and the Willingboro Recreation Department will be held harmless from any and all claims or liabilities arising out of these acts.

15. Governing Law. This agreement shall be governed by the laws of the State of New Jersey. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law. All signatures on the face of this contract constitute an acceptance of terms and conditions of this Agreement. It is agreed that the venue for any litigation filed in this matter shall be Burlington County, New Jersey.

16. Termination. This agreement may be terminated, in the event of insufficient public funding for this event, and without cause by either party upon 30 days written notice to the other party.

17. Dispute Resolution. It is agreed that in the event of any dispute concerning this agreement, the parties shall attempt to first mediate the matter at the lowest possible level. The parties may choose Arbitration before resorting to any other remedies that it may have at law or equity.

18. Severability. Any provision contained in this Agreement that is found by a court of law to be void or unenforceable shall not affect the validity or enforceability of any other provisions of this Agreement.

19. Captions and Headings. Captions and headings contained in this Agreement are to be construed only for convenience purposes and are not determinative nor to be considered in the construction of the terms or provisions herein.

20. Assignment. This Agreement shall not be assigned by the *ARTIST* to any person, firm or corporation without the prior written consent of the *Producer/ Purchaser*.

21. Default. It is expressly understood and agreed that in the event of default by the *ARTIST* that the fee indicated herein shall be liquidated and agreed damages. In the event of any breach of this agreement, any and all deposits paid are to be completely refunded by the *ARTIST* to the *Producer/ Purchaser* in the event of any breach of contract and receivable within seven (7) business days from the date of performance. In addition, *ARTIST* acknowledges that *Producer/Purchaser* may elect to enforce other remedies that it may have at law.

22. **Authorized Signatory.** The *ARTIST* represents and warrants that the signatory below is authorized to enter and execute this Agreement on behalf of the individual or group known as the *ARTIST*.

23. **Notices.** All notices concerning this Agreement shall be forwarded via US Mail, hand delivery or recognized courier service to the addresses below:

CLERK
~~Mayor Jeffrey Ramsey~~ §
 One Salem Road
 Willingboro, NJ 08046
 (609) 871-5700 Fax (609) 871-6990
 Deputy Mayor Jacqueline Jennings


Artist: MELP'SA MORAN
Title of Artist: MELP'SA MORGAN
Address: 112-50 Northern Blvd. Corona,
 NY 11368
Telephone# 1 917 515-7199
TAX ID# 075-48-8168

24. **Complete Agreement.** This is the complete Agreement between *Producer/ Purchaser* and *ARTIST*. This Agreement may only be changed in writing by *ARTIST* and *Producer/ Purchaser*. Any *oral* representations which are not contained in this Agreement are of no effect.

25. **Signatures.**

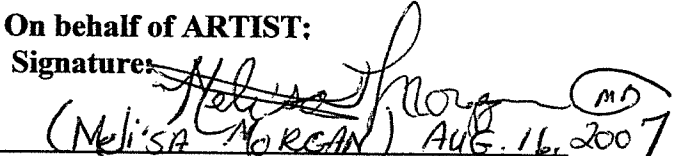
On behalf of the Township:

Signature:


~~Mayor Jeffrey Ramsey~~
 Jacqueline Jennings
 Deputy Mayor

On behalf of ARTIST:

Signature:

 (M)
 (Melisa MORGAN) AUG. 16, 2007
 Print Name MELP'SA MORGAN

Attest:


 Marie Annese, RMC, Clerk

Witnessed:

State of _____)
)SS
 County of _____)

I certify that on _____ 200____, _____
 Personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of the corporation/ ARTIST; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.



TOWNSHIP OF WILLINGBORO

Municipal Complex One Salem Road
Willingboro, New Jersey 08046
(609) 877-2200 Fax (609) 835-0782

AGREEMENT BETWEEN
TOWNSHIP OF WILLINGBORO
AND

The Flying Vee *Flying Vee Music K.V.*

For Performance at the Willingboro Jazz & Music Festival

*Flying
Vee
Music
K.V.*

This AGREEMENT made and entered into this 1st day of August between the *Township of Willingboro* (hereinafter referred to as "Producer/Purchaser") having its address at Township of Willingboro, Willingboro Municipal Complex, One Salem Road, Willingboro, NJ 08046 and "~~The Flying Vee~~/ Gerald Veasley" (hereinafter referred to as "ARTIST") having its address at 645 Artwood Place Philadelphia , Pa 19151. The **Producer/Purchaser** hereby engages **ARTIST** jointly and severally on the terms and conditions set forth herein to render services as a performers Jazz & Music Festival 2007. For and in consideration of the mutual covenants set forth herein the **ARTIST** agrees to be bound by the terms and conditions of this Agreement. The **ARTIST** agrees to render such services as follows below, which may include orchestrating, performing, supervising the group collectively referred to as the "**ARTIST**".

- 1. **Venue Name and Address:** Willingboro Community Affairs Department
Kennedy Center
Mill Creek Park
Willingboro, NJ 08046
Capacity: Unlimited
- 2. **Name of Artist:** Gerald Veasley
- 3. **Date of event:** Sunday, September 9, 2007
- 4. **Type of Performance** Jazz & Music Festival
Number of Shows: 1 Length of Performance: 60 Min.
- 5. **Start Time** Approx.: 6:00 p.m.
- 6. **Fee:** Seven Thousand Dollars (\$7000.00)
- 7. **Contact Person:** Community Cultural Affairs Representative
Adrienne Anderson Jones 609-871-0915

8. Payment:

Flying Vee Music AV
✓ **Producer/ Purchaser** will make payment in the form of **two** company checks, one made payable to ~~The Flying Vee~~ in the amount of **\$3500.00** at the signing of contract, and one in the amount of **\$3500.00**, at the completion of the performance on September 9, 2007.

The **ARTIST** hereby authorizes _____ Luther Dowdell _____ to accept payment on its behalf.

9. Recording of Performance. The **ARTIST** acknowledges that all performances at this engagement may be recorded, taped, reproduced and transmitted from the place of performance and aired on local cable stations. The **ARTIST** hereby consents to such recording for the purpose of transmitting and airing of this performance on local cable stations. The **Producer/ Purchaser** shall own the exclusive rights to such recording.

10. Inclement weather. Inclement weather rendering performance impossible or unfeasible to proceed shall be deemed a cause beyond the control of the parties for purpose of this agreement, and any payment of **ARTIST** compensation will be made provided that the **ARTIST** is ready, willing and able to perform according to the terms hereof.

11. Force Majeure. The **ARTIST** agrees that the **Producer/ Purchaser** shall not be liable for any (1) losses; (2) including Consequential damages; (3) detention; (4) delay or failure to perform in whole or in part resulting from causes beyond the control of **Producer/ Purchaser**, including, but not limited acts of God; acts or omissions of **Producer/ Purchaser**; fires; strikes; insurrections; riots; embargoes; an act or regulation of any public authority or bureau; epidemic; interruption in or delay of transportation services, war conditions or emergencies or any other cause beyond **Producer/ Purchaser's** control.

12. Safety/Security. **Producer/ Purchaser** shall take reasonable precautions for the safety of the **ARTIST** and the **ARTIST'S** equipment before, during and after the performance as instructed by the Stage Manager and support personnel.

13. Equipment. **Producer/Purchaser** agrees to provide and pay for a light and sound system to meet with the **ARTIST** requirements. **Producer/ Purchaser** agrees to have a representative present who is experienced in stage management and production. **Producer/ Purchaser** agrees to supply general requirements including rest room, dressing area, secured parking, security, non-alcoholic beverages and a healthy entrée for **ARTIST** and **ARTISTS** officials and staff.

14. Indemnification. The **ARTIST** shall indemnify and hold the **Producer/ Purchaser**, its officials and employees harmless from any and all claims or liabilities arising out of the acts or omissions of the **ARTIST**, its officials, employees and agents in connection with all activities undertaken by the **ARTIST**, pursuant to this agreement. It is the intention of the parties that any claim for relief of any type being asserted against the **Producer/ Purchaser**, its officials and employees based upon any act or omission of the **ARTIST**, its officials, agents, or successors, in connection with this agreement and the performance contracted, shall be the responsibility of the **ARTIST**, and the **ARTIST** shall hold the **Producer/ Purchaser harmless** from the same.

15. **Governing Law.** This agreement shall be governed by the laws of the State of New Jersey. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law. All signatures on the face of this contract constitute an acceptance of terms and conditions of this Agreement. It is agreed that the venue for any litigation filed in this matter shall be Burlington County, New Jersey.

16. **Termination.** This agreement may be terminated, in the event of insufficient public funding for this event, and without cause by either party upon 30 days written notice to the other party.

17. **Dispute Resolution.** It is agreed that in the event of any dispute concerning this agreement, the parties shall attempt to first mediate the matter at the lowest possible level. The parties may choose Arbitration before resorting to any other remedies that it may have at law or equity.

18. **Severability.** Any provision contained in this Agreement that is found by a court of law to be void or unenforceable shall not affect the validity or enforceability of any other provisions of this Agreement.

19. **Captions and Headings.** Captions and headings contained in this Agreement are to be construed only for convenience purposes and are not determinative nor to be considered in the construction of the terms or provisions herein.

20. **Assignment.** This Agreement shall not be assigned by the *ARTIST* to any person, firm or corporation without the prior written consent of the *Producer/ Purchaser*.

21. **Default.** It is expressly understood and agreed that in the event of default by the *ARTIST* that the fee indicated herein shall be liquidated and agreed damages. In the event of any breach of this agreement, any and all deposits paid are to be completely refunded by the *ARTIST* to the *Producer/ Purchaser* in the event of any breach of contract and receivable within seven (7) business days from the date of performance. In addition, *ARTIST* acknowledges that *Producer/Purchaser* may elect to enforce other remedies that it may have at law.

22. **Authorized Signatory.** The *ARTIST* represents and warrants that the signatory below is authorized to enter and execute this Agreement on behalf of the individual or group known as the *ARTIST*.

23. **Notices.** All notices concerning this Agreement shall be forwarded via US Mail, hand delivery or recognized courier service to the addresses below:

CLERK
Mayor Jeffery Ramsey
One Salem Road
Willingboro, NJ 08046
(609) 871-5700 Fax (609) 871-6990

Artist: Gerald Veasley
Title of Group: The Flying Vee
Address: 645 Artwood Place
Philadelphia, Pa 19151
215-456-4093 FAX
Tax ID #23-258662

Flying Vee Music
645 Artwood Rd
G.V.
P.O. Box 12599
Phila. Pa. 19151

24. **Complete Agreement.** This is the complete Agreement between *Producer/ Purchaser* and *ARTIST*. This Agreement may only be changed in writing by *ARTIST* and *Producer/ Purchaser*. Ant *oral* representations which are not contained in this Agreement are of no effect

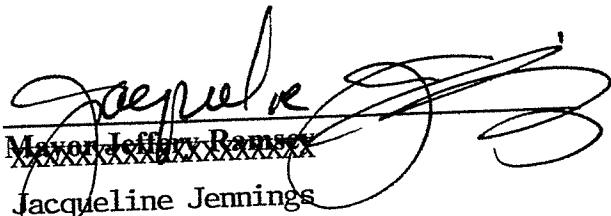
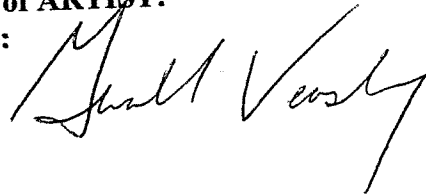
25. **Signatures.**

On behalf of the Township:

Signature:

On behalf of ARTIST:

Signature:




~~Mayor Jeffrey Ramsey~~
Jacqueline Jennings
Deputy Mayor

Print: Name Gerald Veasley
For: The Flying Vee / Gerald Veasley

Attest:

Witnessed:


Marie Anese, RMC, Clerk

State of

)
)SS

County of

)

I certify that on _____ 200_____,
Personally came before me and acknowledged under oath, to my satisfaction, that this person (or
if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) is authorized by the corporation named herein to execute this Agreement on behalf of the corporation/ ARTIST; and
- (c) signed, sealed and delivered this document as his/her voluntary act and deed.

RESOLUTION NO. 2007 - 132

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND CLERK TO EXECUTE CONTRACTS WITH VARIOUS PERFORMING ARTISTS FOR THE 2007 JAZZ FESTIVAL.

WHEREAS, Willingboro Township annually presents a Jazz & Music Festival in Mill Creek Park that is open and free to the public, known as the "Willingboro Jazz & Music Festival", hereinafter Jazz Festival; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) permits the contract award by ordinance or resolution without public advertising for bids when the cost or price of any contract awarded in the aggregate does not exceed the monetary threshold for the contract year;

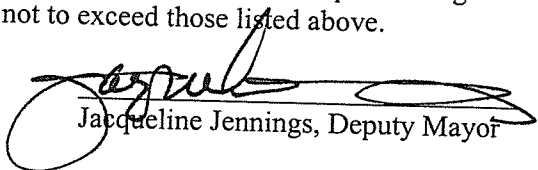
WHEREAS, the Treasurer has indicated that the funds are available for this purpose by the attached Treasurer's Certification; and

WHEREAS, the Willingboro Township Council has reviewed the contracts of various musicians for the Jazz Festival, master of ceremonies and production services for the staging sound and lighting of the event; and

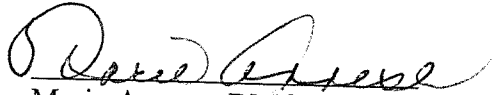
WHEREAS, the Willingboro Township Council has determined that they will designate the following performing artists and/or musicians to perform at the Jazz Festival at the rates listed herein:

1. Starlite Productions (Productions Services)	\$14,224.85	9:00 a.m.
2. Urban Groove	\$ 750.00	10:00 a.m.
3. Reggae Experience Band	\$ 900.00	11:00 a.m.
4. Michael Pedicin	\$ 2,500.00	11:45 a.m.
5. Willingboro High School Jazz Band	\$ 1,000.00	12:30 p.m.
6. Brass Heaven	\$ 2,500.00	1:00 p.m.
7. Jeff Bradshaw	\$ 2,500.00	2:00 p.m.
8. Eric D. Wortham II / Eric Wortham Trio	\$ 1,750.00	2:45 p.m.
9. Douglas Henderson	\$ 500.00 (4 hrs)	4:00 p.m.
10. Dowdell & Associates for D-Four	\$ 1,000.00	4:15 p.m.
11. Edgardo Cintron & The Azcua Band	\$ 2,500.00	4:40 p.m.
12. Kim Waters Productions, Inc., FSO Kim Waters	\$ 6,500.00	5:15 p.m.
13. Meli'sa Morgan	\$ 4,000.00	5:45 p.m.
14. Flying Vee Music, Gerald Veasley	\$ 7,000.00	6:00 p.m..

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of September, 2007, that the Mayor/Deputy Mayor and Clerk are authorized to execute the contracts of the performing artists/and/or musicians listed herein for the sums not to exceed those listed above.


Jacqueline Jennings, Deputy Mayor

Attest:


Marie Annese, RMC
Township Clerk

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