

**RESOLUTION NO. 2007 - 175**

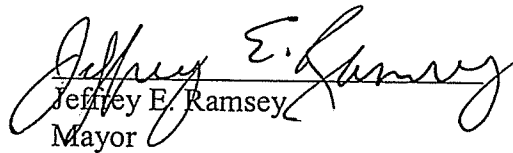
**A RESOLUTION AUTHORIZING REFUNDS FOR  
OVERPAYMENTS OF TAXES**

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

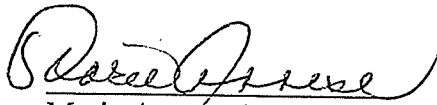
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4<sup>th</sup> day of December, 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"/>			

TAMIKO COMPTON  
43 PADDOCK LANE  
WILLINGBORO, N.J. 08046  
BLOK 305.01  
LOT 34  
43 PADDOCK LANE  
OVERPAYMENT TAXES

\$1450.40

LAND AMERICA ONE STOP, INC.  
600 CLUBHOUSE DRIVE, SUITE 400  
CORAPOLIS, PA. 15108  
BLOCK 243  
LOT 17  
52 BUCKEYE LANE  
OVERPAYMENT TAXES

1025.64

JANIS BUTLER  
4 FORREST COURT  
MT. LAUREL, N.J. 08054  
BLOCK 1102  
LOT 8  
41 TYLER DRIVE  
OVERPAYMENT TAXES

330.32

RMS STATEWIDE TITLE & APPRAISAL SERVICE  
460 FARADAY AVE., BLDG B, SUITE 2  
JACKSON, N.J. 08527  
BLOCK 311  
LOT 14  
54 PRIMROSE LANE  
OVERPAYMENT TAXES

1454.28

CASSANDRE BALLANT  
39 BONNIE LANE  
WILLINGBORO, N.J. 08046  
BLOCK 229  
LOT 12  
39 BONNIE LANE  
OVERPAYMENT TAXES

118.00

CLEMON & ROBERTS MCINTOSH  
4 EAST LANE  
WILLINGBORO, N.J. 08046  
BLOCK 806  
LOT 1  
4 EAST LANE  
OVERPAYMENT TAXES

1571.53

EQUITITLE, LLC  
1118 CAMPUS DRIVE WEST  
MORGANVILLE, N.J. 07751  
BLOCK 503  
LOT 4  
34 MAINBRIDGE LANE  
OVERPAYMENT TAXES

\$453.90

JOSEPH & SANDRA THORPE  
60 MIDVALE LANE  
WILLINGBORO, N.J. 08046  
BLOCK 519  
LOT 12  
60 MIDVALE LANE  
OVERPAYMENT TAXES

1117.59

RAILA AUSTIN  
10 DUDLEY DRIVE  
BURLINGTON, N.J. 08046  
BLOCK 315  
LOT 11  
36 PENNANT LANE  
OVERPAYMENT TAXES

1442.01

**RESOLUTION NO. 2007-176**  
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING  
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL**

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

**WHEREAS**, a request has been made of the Township Council assembled in public session on this 8<sup>th</sup> day of November 2007, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

2 **NOW, THEREFORE**, upon motion duly made and seconded and passed by a vote of 2 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

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

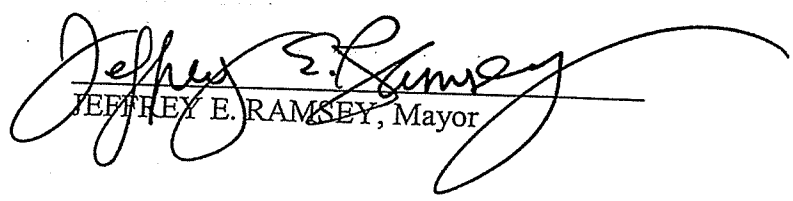


- 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension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

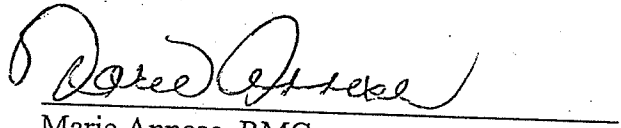
**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to Personnel/ Employment - Township Manager  
Review of Additional Applications

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

TOWNSHIP OF WILLINGBORO

  
JEFFREY E. RAMSEY, Mayor

Attest:

  
Marie Annese, RMC  
Clerk

**TOWNSHIP OF WILLINGBORO RESOLUTION  
AUTHORIZING ITS SOLICITOR TO EXECUTE A STIPULATION OF DISMISSAL IN  
THE MATTERS OF 240/242 FRANKLIN AVENUE LLC, COLONIAL COURT  
APARTMENTS, LLC, V. TOWNSHIP OF WILLINGBORO, TOWNSHIP OF  
WILLINGBORO PLANNING BOARD AND TOWNSHIP OF WILLINGBORO V.  
WILLINGBORO MALL, LTD, ET AL.**

WHEREAS, the Township Council of the Township of Willingboro and the plaintiffs in the matter of 240/242 Franklin Avenue LLC, Colonial Court Apartments, LLC v. Township of Willingboro, Township of Willingboro Planning Board and defendants in the matter of Township of Willingboro vs. Willingboro Mall, LTD., et al. are desirous of settling issues underlying the litigation in the matters having the same captions; and

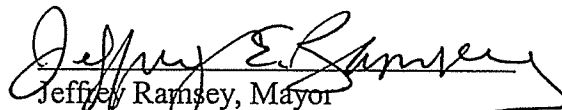
WHEREAS, counsel for the respective parties negotiated and executed a Consent Order resolving the outstanding issues with the authorization of the Council of the Township of Willingboro by resolution 2006-61 on April 11, 2006; and


WHEREAS, the Township Council of the Township of Willingboro have found it to be in the best interest of the Township to settle the issues underlying the litigation, terminate the litigation and execute a Stipulation of Dismissal, with prejudice, of the Complaint in this matter;

NOW THEREFORE, BE IT RESOLVED THAT, on this 11<sup>th</sup> day of December 2007, in open public session, the Township Council of the Township of Willingboro, hereby authorizes its Solicitor to execute the Stipulation of Dismissal with Prejudice to settle and resolve the lawsuits entitled, "240/242 Franklin Avenue, Colonial Court Apartments, LLC, v. Township of Willingboro, Township of Willingboro Planning Board, Docket No. L-00581-06 and the lawsuit entitled "Township of Willingboro vs. Willingboro Mall, LTD., Willingboro Mall, GP, LLC, Scott Plapinger, Allen Plapinger, Festival Market, LLC, Roy Ludwick, Keith Ludwick, 240/242 Franklin Avenue, LLC, Colonial Court Apartments, LLC, John Does 12-50 and ABC Corporations 1-50," Docket No. L-000581-06 both in the Superior Court of New Jersey Law Division, Burlington County on behalf of the Township of Willingboro; and

BE IT FURTHER RESOLVED, that the Solicitor is hereby authorized and directed to execute the aforementioned Stipulation of Dismissal on behalf of the Township of Willingboro.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to all parties to the litigation for their information and attention.

  
Jeffrey Ramsey, Mayor  
Township of Willingboro

  
Marie Annese, RMC, Clerk Township of Willingboro

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

✓

**RESOLUTION NO. 2007-178**  
**BUDGET TRANSFERS**

WHEREAS, there are certain budget appropriation of the Township of Willingboro which are insufficient to meet the requirements for operating the affairs of the Township; and


WHEREAS, there are other 2007 budget appropriations where there are unexpended balances which will not be needed for such purposes; and

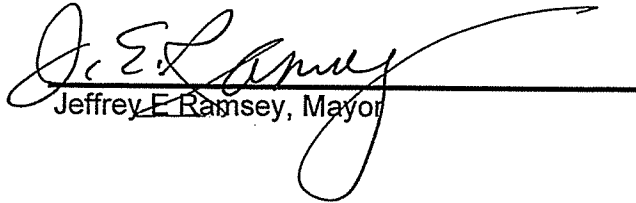
WHEREAS, the Revised Statutes 40A:4-58 provide for such transfers from such accounts that that have unexpended balances to those accounts which have insufficient balances;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11h day of December, 2007 that the attached transfers be made:

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

ATTEST:

  
Marie Annese, Twp. Clerk

  
Jeffrey E. Ramsey, Mayor

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

# TRANSFERS 2007

Account Name	Account #	DR	CR
<b>Needed Funds Inside Cap</b>			
Phone	7-01-31-440-000-264		8,000.00
Electric	7-01-31-430-000-264		35,000.00
Street Lighting	7-01-31-435-000-020		29,000.00
Accumulated Sick Leave	7-01-30-415-000-001		19,295.00
Water	7-01-31-445-000-020		1,827.00
Gasoline	7-01-31-460-000-267		38,000.00
Landfill	7-01-32-465-000-172		60,000.00
Assessor O/E	7-01-20-150-000-299		6,570.00
Legal S/W	7-01-20-155-000-011		735.00
Legal O/E	7-01-20-155-000-020		13,000.00
Construction Code Inspections Auditor	7-01-22-195-195-171		171,000.00
Office of Aging	7-01-20-135-000-133		7,500.00
Court S/W	7-01-28-370-000-011		66,000.00
Twp Council S/W	7-01-43-490-000-011		1,600.00
Twp Council O/E	7-01-20-110-110-010		550.00
Health Insurance	7-01-20-110-110-020		2,000.00
Fire Dept S/W	7-01-23-220-000-171		133,914.00
	7-01-25-265-000-010		500.00
<b>Total</b>			<b>594,491.00</b>

<b>Needed Funds Outside Cap</b>	0.00
	0.00
<b>Needed Grand Total</b>	<b>594,491.00</b>

<b>Available Funds Inside Cap</b>			
Unemployment	7-01-23-225-000-175	13,000.00	
Sick Leave Incentive	7-01-30-417-000-017	6,600.00	
Insurance Buyback	7-01-23-210-000-001	6,100.00	
Human Resources OE	7-01-20-105-000-020	40,000.00	
Equip Insurance Liability	7-01-23-210-001-181	12,000.00	
Emergency Management	7-01-25-252-000-020	5,000.00	
Recreation O/E	7-01-28-370-000-159	30,000.00	
Recreation S/W	7-01-28-370-000-013	60,000.00	
Fire Dept O/E	7-01-25-265-000-020	4,000.00	
Streets and Roads S/W	7-01-26-290-291-011	75,000.00	
Bldg & Grounds S/W	7-01-26-310-000-011	30,000.00	
Finance S/W	7-01-20-130-000-011	27,000.00	
Tax S/W	7-01-20-145-000-011	38,791.00	
Manager S/W	7-01-20-100-101-011	40,000.00	
Natural Gas	7-01-31-446-000-264	25,000.00	
Clerk S/W	7-01-20-120-000-011	7,000.00	
Housing Inspection S/W	7-01-22-195-196-011	25,000.00	
JIF	7-01-23-210-001-179	150,000.00	

		<b>Inside Cap</b>	<b>594,491.00</b>
<b>Available Funds Outside Cap</b>		0.00	
<b>Total O/S Cap</b>		0.00	
<b>Available Grand Total</b>			<b>594,491.00</b>

7

**RESOLUTION NO. 2007-179**  
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING**  
**AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL**

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

**WHEREAS**, a request has been made of the Township Council assembled in public session on this 11<sup>th</sup> day of December, 2007, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

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

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

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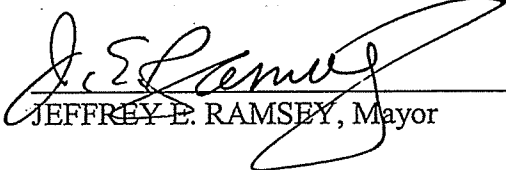
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- 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- 10. Any deliberations occurring after a public hearing that may result in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

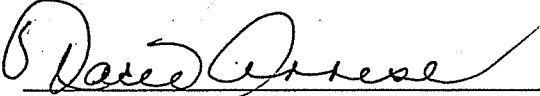
**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to CONTRACT NEGOTIATIONS AFRO-ONE CONTRACT NEGOTIATIONS - RENEWAL  
Review of Professional Service Responses to RFQs

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

TOWNSHIP OF WILLINGBORO

  
 \_\_\_\_\_  
 JEFFREY E. RAMSEY, Mayor

Attest:

  
 \_\_\_\_\_  
 Marie Annese, RMC  
 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 - 180

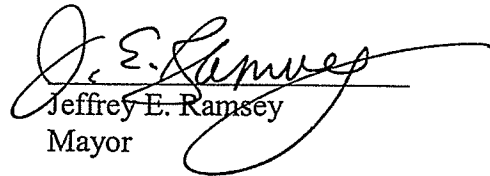
**A RESOLUTION AUTHORIZING THE MAYOR  
AND CLERK TO SIGN AN AGREEMENT WITH THE  
PUBLIC WORKS EMPLOYEES ASSOCIATION**

WHEREAS, the Willingboro Township Public Works Employees Association and the Township of Willingboro have concluded collective labor negotiations; and


WHEREAS, it is appropriate to formally authorize the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 11<sup>th</sup> day of December, 2007, that:

- A. The attached collective negotiation agreement is approved, covering the period January 1, 2007 through December 31, 2009 and for succeeding periods of 12 months unless either party shall notify the other in writing as per the Agreement.
- B. The Mayor and Clerk are hereby authorized and directed to execute the agreement on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the Willingboro Township Public Works Employees Association.
- C. A copy of this resolution shall be submitted to the President of the Willingboro Township Public Works Employees Association for his 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"/>			<input checked="" type="checkbox"/>
Councilman Stephenson	<input checked="" type="checkbox"/>			
Deputy Mayor Jennings	<input checked="" type="checkbox"/>			
Mayor Ramsey	<input checked="" type="checkbox"/>			



A Naturally Better Place to Be.

*Res 2008-12  
Rescinded 2007-180*

June 24, 2010

Sick Leave Hours in the Public Works Employees Contract 2007-2009 states that employees will receive 132 hours of sick leave per year for employees who have been here for more than one year.

All township employees regardless of contract affiliation are entitled to 15 sick days per year. If the employee works an 8 hour shift, the amount given is 120 hours per year.

This is a correction of the Willingboro Township Public Works Employees Contract January 1, 2007 through December 31, 2009.

*Joanne M. Dugg*  
Township Manager

*Michael DeLisi*  
Public Works Union President

*Doree Orsini*  
Township Clerk

*Elle Campbell*  
Mayor

*6/29/10*  
Date



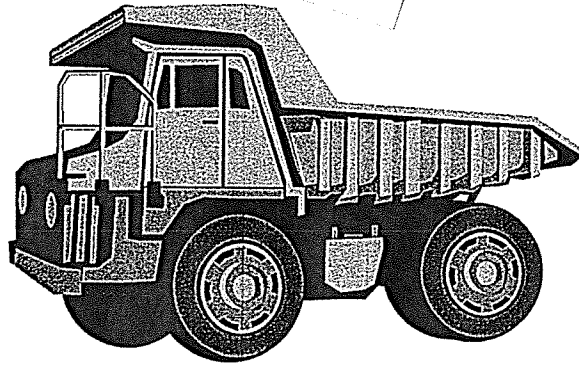
PUF

LOYEES

ACT

With ORIS  
 Freeman - WERRAES  
 is be replaced

Rescinded 1/8/08  
 & Reinstated # 12 - 1/8/08



JANUARY 1, 2006 THROUGH  
 DECEMBER 31, 2009

Preface

This Agreement, is made and entered into this 11 day of December 2007, by and between the Township of Willingboro, a body corporate and politic, hereafter referred to as the "Township"; and Willingboro Township Public Works Employees Association, hereafter referred to as the "Association"

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

Article I: Recognition

In order to promote harmonious relations between the Township and the Association, in the best interests of residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment;

A. The Township recognizes the Association as the sole and exclusive collective negotiating representative for full-time Association Members employed by the Township and for such additional titles as the parties may later agree in writing to include. The Township shall notify the Association in writing prior to the creation of new titles, or the filling of existing positions, within the bargaining unit.

B. Unless otherwise indicated, the term "employee", when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined.

C. References to males shall include females, and references to females shall include males.

Article II Negotiation of Successor Agreement

A. Consistent with NJSA 34:13A-1 et seq., as set forth in this Agreement with the Association, the Township shall negotiate proposed changes or modifications to the terms and conditions of employment directly affecting the welfare and employment of the Association members, which terms or conditions have not been preempted by statute or regulation.

B. Not later than September 2009, the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach continuing agreement on salaries and other terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing, ratified, and signed by all the parties.

C. During negotiations the Township and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilized the services of outside consultants and may call upon professional and lay

representatives to assist in the negotiations. The costs incurred by either party for the services of consultants, professionals or lay representatives, shall be paid by the party utilizing the service and incurring the cost.

D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

E. This Agreement shall not be modified in whole, or in part, by the parties except by an instrument in writing duly executed by both parties.

F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

G. The Township agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization other than the Association for the duration of this Agreement.

H. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

### Article III -Grievance Procedure

A. A "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting an employee or a group of employees.

B. A "grievant" is the employee or employees, or the Association, making the claim on behalf of the employees or group of employees or the Association on behalf of itself.

C. A "party in interest" is the person or persons making the claim and any person, including the Association or Township, who might be required to take action or against whom action might be taken in order to resolve the claim.

D. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

E. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. All days referred to in this procedure shall be calendar days.

F. Level One: An employee with a grievance shall first discuss it with his/her immediate supervisor; either directly or through the Association's designated representative, with the objective of resolving the matter informally.

G. Level Two: If the aggrieved person is not satisfied with the decision required in Level One, or if no decision is rendered within seven (7) day period, an aggrieved person may verbally or in writing present the grievance to a Division Supervisor within 15 days of the meeting with the immediate supervisor of the occurrence of the event giving rise to the grievance or within 15 days of when the aggrieved person should reasonably have known of its occurrence. The Division Superintendent shall attempt to adjust the matter within seven (7) days by meeting with the aggrieved person and shall render a decision in writing, with copies to the Department Head and to the Association.

H. Level Three: If the aggrieved person is not satisfied with the decision required in Level Two, or if no decision is rendered within the seven (7) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Department Director within seven (7) days after the decision is rendered or after the expiration of the seven (7) day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered and the second level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the second level of this procedure and upon the Association. The Department Head, or the designated representative of the Department Head shall meet with the aggrieved person, the Association and the individual rendering the decision at the first and/or second level of this procedure. The decision of the Department Head shall be rendered, in writing, within seven (7) day after the grievance is presented to the Department Head with copies to the Township Manager and the Association.

I. Level Four: If the aggrieved person is not satisfied with the decision rendered in Level Three or if no decision is rendered within the seven (7) day period, it shall be presented to the Township Manager within seven (7) day after the decision is rendered or after the expiration of the seven (7) day period provided for in Level Three, if no decision is rendered. The written grievance shall include the information set forth in Level Three and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Department Head and the Association. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representative of the Association designated by the Association in an attempt to adjust the matter within thirty (30) days, and shall render a decision in writing, with copies to the aggrieved person, the Department Head, and the Association

J. Level Five: In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Level Four, the Association may, within seven (7) days after the decision of the Township Manager or within seven (7) days after the 30th day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of the N.J.A.C. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

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

L. Any grievant may represent himself/herself through Level Two of this procedure. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure, and no grievance shall be considered resolved without the approval of the Association.

M. No reprisals of any kind shall be taken by the Township or by any supervisor against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

N. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Township directly and the process of such grievance shall commence a Level Three.

O. All decisions rendered shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to the Association within the specified times.

P. All documents, communications, and records dealing with the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

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#### Article IV Employee Rights and Privileges

A. Pursuant to NJSA 34:13A-1 et seq. The Township agrees that every employee of the Township shall have the right to freely organize, join and support any organization for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Township agrees that bargaining unit members, without regard to their Association membership, shall have the right freely to organize, join and support the Association and its affiliates for the same purpose. The Township agrees that it shall abide by all State and Federal laws against discrimination and that it shall not discriminate against any employee by reason of his or her membership or non-membership in the Association or its affiliate. The Township further agrees that this Agreement shall be applied equally to all employees in the bargaining unit.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. No employee shall be disciplined without just cause.

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D. Whenever any employee is required to appear before any supervisor, Township or any committee (or member thereof) concerning any matter, which could be disciplinary in nature, then he/she shall be given prior written notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a Representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.

E. Any suspension of any employee pending charges shall be with pay or without pay in accordance with the Department of Personnel Rules and Regulations.

F. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

G. Any criticism by a supervisor, or Township Official of an employee and his/her performance/instructional methodology shall be made in confidence and not in the presence of co-workers, or members of the public.

#### Article V Association Rights and Privileges

A. The Township agrees to furnish or make available for inspection or copying for a fee, to the Association, all available public budgetary and financial data for the purpose of representing the membership in grievances, complaints and negotiations.

The Township agrees to furnish or make available for inspection, information that is neither privileged nor confidential, that may be necessary for the Association to process any grievance or complaint.

The Township agrees to furnish or make available for inspection or copying records or documents intended to be used by or on behalf of employees in disciplinary proceedings. The Association shall make available documentation intended to be used by or on behalf of employees in disciplinary proceedings. Neither the Association, nor the employee shall have the right to review any record or documents of other employees without specific written authorization of the employees whose records are to be reviewed or which are not intended to be used in the proceedings against the employee.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.

C. Representatives of the Association shall be permitted to transact official Association business on Township property at reasonable times, provided that this shall not interfere with or interrupt normal operations. Reasonable time is generally considered to be during morning, afternoon and meal breaks, as well as before and after the workday.

D. The Association shall have in each building or work site the exclusive use of a bulletin board in lounges and dining rooms and other appropriate areas. The Association shall also be assigned adequate space on the bulletin board in the Township central office for Association notices.

E. The Association and its representatives shall have the right to use a Township building at all reasonable hours for meetings. Provided, however that the Township shall be notified in advance of the time and place of such meetings and that the Township Manager or Department Head shall issue prior written permission.

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F. The Association shall have the right to use facilities when these facilities are not in use. Provided, however that the Township shall be notified in advance of the time and place of such meetings and that the Township Manager or Department Head shall issue prior written permission. The Association shall pay for any materials or supplies in connection with such use. The Association shall pay all reasonable costs of all materials and supplies incident to such use. Reasonable cost shall mean the actual cost to the Township or the fees set by Township resolution or ordinance for public use

G. The Association shall have the right to use the interoffice mail system.

H. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organizations

I. The Association's majority representative or its representatives shall be granted five (5) days to attend to Union business at seminars, workshops, etc.

#### Article VI - Management Rights:

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The Township shall have the right to determine all matters concerning the management or administration of the Public Works Department, subject to the provisions of this Agreement.

#### Article VII Work Year

A. The work year for twelve (12) month employees shall be January to December 31st. Additionally the Work year shall consist of 2,080 hour (forty (40) hours per week for fifty-two (52) weeks).

B. Any employee wishing to resign his position shall give the Township a minimum of two (2) weeks notice. All accrued benefits (vacation) owed up to the time of resignation shall be paid by the Township. In the event a member has over utilized Vacation or Sick time this amount shall be deducted from the member's last payroll check.

#### Article VIII Seniority

A. Seniority is defined as an employee's length of continuous service in the Township of Willingboro beginning with the employee's most recent date of employment in the Department.

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

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

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D. Whenever, a decision must be made between two or more employees with respect to the scheduling of vacation time or any other matters involving issues of substantial employee advantage, the employee with the most seniority shall receive a preference.

E. Whenever decisions are made between two or more employees regarding demotions (other than disciplinary), layoffs and recalls, the Township shall demote or layoff the employee with the least seniority first. Employees shall be re-employed in reverse order of the layoff.

#### Article IX -Job Posting

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

B. The Township will post a notice within five (5) days after filling the vacancy or newly created position with the name of the individual selected.

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C. The Township encourages existing employees to seek advancement and to apply for job openings for which they are qualified. The Township reserves the right to make all employment decisions and to exercise all managerial decision making in accordance with applicable law.

#### Article X -Hours of Work and Overtime Pay

A. The workweek for members of this Unit shall be forty (40) hours inclusive of meals and breaks.

B. The Public Works Garage and Yard operating hours are generally from 7:00 a.m. to 3:30 p.m.

#### C. Lunch Periods and Breaks

1. Each employee shall be entitled to a half hour per day lunch period with pay.

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

D. Overtime will be paid at the rate of time and one-half the regular hourly rate for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

E. No overtime shall be worked except where authorized in advance by the Department Head or in accordance with procedures established by the Department Head. No employee shall be entitled to authorize his/her own overtime.

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F. The Township shall provide to the Association, upon reasonable request, a list of employees showing overtime worked.



G. Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed in conformance with Applicable Rules as governed by FLSA.

H. All paid time off (such as vacation time, holidays and sick time) shall be considered time worked, for the purpose of computing overtime pay.

I. An employee who is called back to work after the regular workday has ended shall receive a least three (3) hours pay at the appropriate rate.

J. An employee required to work past his/her normal shift ending time shall be compensated for all time worked but shall receive a minimum of two (2) hours pay at time and one-half.

K. Changes in the work schedule shall require a two-week prior notice except in case of emergency or snow removal.

L. Snow Removal –

All hours beyond the employee's workday and 12:00 PM (midnight) shall be paid at 1 1/2 times. All hours between 12:01 AM and 6:00 AM shall be paid at two times the rate of pay.

Emergency –

All time prior to the employee's workday shall be paid at 1 1/2 times.

All hours beyond the employee's workday and 12:00 PM (midnight) shall be paid at 1 1/2 times. All time between 12:01 AM and 6:00 AM shall be paid at two times the rate of pay.

The Township shall afford each member the appropriate meal allowance and breaks or provide same through the Township at its own facilities.

M. All Sunday and Holidays work if required shall be paid at 1 1/2 times the rate of pay, except for those individuals normally scheduled to work weekends.

N. It is understood between the parties that all employees engaged in operating vehicles or other equipment shall be required to be in compliance with Township Rules and Regulations as well as State and Federal Laws

#### Article XI Compensatory Time

A. Compensatory time may be accumulated in accordance with the Township's Personnel Policies, provided that the accumulation has been approved by the Department Head or his designee. In the event that the accrual of compensatory time is not approved, the employee will be paid for the time actually worked at the contractual rate earned.

B. Employees may choose to be credited with compensatory time in lieu of overtime pay. However employees may only accrue a maximum of 80 hours of compensatory time at any one-time. This option shall be exercised in January of each year.

C. Earned compensatory time may be utilized upon prior written request and approval of the Department Head or in accordance with procedures established by the Township. Compensatory time must be taken within six (6) months of its being earned or the Township will pay the employee for the unused compensatory time at the equivalent rate of pay that it was earned at. Maximum amount of compensatory time accrued within one year shall be 160 hours in accordance with Township Policy and the Fair Labor Standards Act. All time above this cap shall be paid at overtime rates (1 1/2). Unused compensatory time shall not be carried over into a subsequent year.

Article XII -Salary and Wages

A. As of January 1, 2007 step increases are no longer in effect.

B. Minimum base starting salaries commencing January 1, 2007 are as follows:

Equipment Operator Grade 12	\$ 49,000
Truck Driver Grade 10	\$ 45,000
Laborer Grade 9	\$ 34,000
Laborer Grade 7	\$ 27,000

C. Employees with a 2006 base salary that is above the minimum salary in effect as of January 1, 2007 will receive the following increase January 1, 2007:

Grade 12	\$ 2,200
Grade 10	\$ 1,993
Grade 9	\$ 1,900

(Note there are no grade 7's above the current minimum)

D. Employees with a 2006 salaries that is below the minimum salary in effect as of January 1, 2007 will receive an increase equivalent to the minimum base salary in effect January 1, 2007.

E. Employees will receive an increase above base salary in the following years as follows:

2008	4%
2009	4%

Article XIII Uniforms

All employees covered under this Agreement shall be provided with uniforms by the Township. Each full-time employee shall be provided with the following as appropriate and needed:

- Long Pants'                      Tee Shirts
- Long Sleeve Shirts          Shorts
- Jackets/Coveralls            Rain Gear/Snow Gear

Work Shoes –The Township shall provide reimbursement to each employee for a maximum of two pairs of Work shoes per year. The maximum reimbursement per pair of shoes shall be \$100.

The Township shall supply all foul weather and safety clothing necessary to perform the assignments of the Township.

Article XIV -Uniform Allowances

A. The Township will replace uniforms in case of irreparable damage.

Article XV –Training

The Township recognizes the value of training and education programs for employees and will provide employees with the opportunity for, job related training and education at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training and education program and expenditures shall be subject to review and approval by the Department Head. Any training and education program offered to any member of the unit shall also be made available to other members if appropriate, based on job title and duties.

Article XVI -Holidays

The following days shall be recognized as holidays and employees shall receive a day off with pay:

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

A. Monday shall be recognized as a holiday for any holiday listed above occurring on a Sunday, and Friday shall be recognized as a holiday for any holiday listed above occurring on a Saturday.

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

C. If an employee covered by this Agreement works on any of the scheduled holidays set forth above, the employee shall receive holiday pay in addition to 1 ½ times the employee's regular rate of pay for all hours worked on the holiday.

#### Article XVII -Vacation Leave

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

A. Each employee covered under this Agreement shall be entitled during the first year of employment to paid vacation leave at the rate of one day each full month of employment.

B. Beginning with the second year of employment through and including seventh year of employment, fifteen (15) days per year.

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C. Beginning with the eighth year of employment through and including the twelfth year of employment eighteen (18) days per year.

D. Beginning with the thirteenth year of employment twenty-three (23) days.

E. Earned vacation leave must be used during the year in which it is earned. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Township Manager for exceptional circumstances. An Employee may carry over vacation, which the employee was unable to use because of the demands of the Township, with the approval of the Township Manager

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

G. For purposes of calculating total earned vacation leave, a day for a 40 hour per week employee shall be defined as consisting of 8 hours.

#### Article XVIII -Sick Leave

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A. Sick leave herein is defined to mean absence from duty of an employee because of personal illness or injury, exposure to contagious disease, care for a reasonable period of time of a seriously ill member of the employee's immediate family, or death in the employee's immediate family, for a reasonable period of time.

8 B. Each employee covered under this Agreement shall be entitled to paid sick leave at the rate of one and one-quarter (1.25) days of sick leave for each full month of employment.

An employee who has been employed for more than one (1) year shall be credited with the full number of sick days allowed for the calendar year as of January 1<sup>st</sup> (132 hours). In the event that the employee is not employed for the full year, the number of sick days allowed shall be prorated on the basis of one and one-quarter (1.25) sick days for each full month of employment.

C. Unused sick leave may be accumulated from year to year without limitation.

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

E. It is acknowledged that sick leave is intended to be used only for the purposes set forth.

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

G. A doctor's certificate may be required at the Township's option as a condition for payment of sick leave consistent with applicable law and as follows:

8 (1) An employee is absent in excess of (10) days in eight (8) consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee a warning notice after the employee has incurred eight (8) days within the eight (8) consecutive month period;

(2) An employee is absent for five (5) consecutive days;

(3) An employee is absent on the last scheduled work day before or the first scheduled workday after a holiday.

All employees must be notified at the time the employee calls out sick that the Township will require a doctor's certificate upon the employee's return to work consistent with the above.

H. Abuse of sick leave shall be cause for disciplinary action.

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

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

3 K. Any employee who calls out sick on the work day preceding or the work day following a

scheduled holiday during any period of eighteen (18) consecutive months may be subject to the following action: required to provide a physician's certification of illness.

L. Whenever, the Township shall require that the medical certification be provided by a physician selected by the Township, the employee shall be notified by the Township of the requirement in advance and the Township shall make the necessary arrangements for examination by the designated physician.

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

N. For purposes of calculating total earned sick leave, a day for 40 hour per week Employee shall be defined as consisting of 8 hours. However, when an employee takes sick leave, the actual number of hours utilized shall be deducted from the employee's earned sick leave entitlement.

O. Sick Leave Incentive -Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in any year of this Agreement, shall receive at the option of the employee, either a cash payment of \$600.00 or personal days. If a cash payment is chosen, the payment shall be made within 60 days after the end of the calendar year for which the incentive was earned, or an additional four personal days or its hourly equivalent that shall vest in the member on the last day of scheduled work during the each year of this Agreement. If the member elects to receive days instead of the cash payment, then two of the days shall require 72 hours advance notice that the employee intends to use the days and the remaining two days may be used without the advance notice requirement. Personal days may be utilized as sick or vacation leave. Except, as set forth in this article the use of a personal day is not subject to any to other approval. If the member has not utilized the earned incentive leave at the end of the calendar year in which it was earned, the incentive may be converted to a cash payment.

#### Article XIX Accumulated Sick Leave

The employees who retire from Township service covered under this Agreement shall be entitled to accumulated sick leave as follows:

For members employed by the Township whose accumulated sick leave has a value of more than \$10,000 as of April 1, 1993:

Payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.

scheduled holiday during any period of eighteen (18) consecutive months may be subject to the following action: required to provide a physician's certification of illness.

L. Whenever, the Township shall require that the medical certification be provided by a physician selected by the Township, the employee shall be notified by the Township of the requirement in advance and the Township shall make the necessary arrangements for examination by the designated physician.

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

N. For purposes of calculating total earned sick leave, a day for 40 hour per week Employee shall be defined as consisting of 8 hours. However, when an employee takes sick leave, the actual number of hours utilized shall be deducted from the employee's earned sick leave entitlement.

O. Sick Leave Incentive -Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in any year of this Agreement, shall receive at the option of the employee, either a cash payment of \$600.00 or personal days. If a cash payment is chosen, the payment shall be made within 60 days after the end of the calendar year for which the incentive was earned, or an additional four personal days or its hourly equivalent that shall vest in the member on the last day of scheduled work during the each year of this Agreement. If the member elects to receive days instead of the cash payment, then two of the days shall require 72 hours advance notice that the employee intends to use the days and the remaining two days may be used without the advance notice requirement. Personal days may be utilized as sick or vacation leave. Except, as set forth in this article the use of a personal day is not subject to any to other approval. If the member has not utilized the earned incentive leave at the end of the calendar year in which it was earned, the incentive may be converted to a cash payment.

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If such a members shall, through the use of sick leave, reduce the value of the accumulated sick leave, as calculated above, to Ten Thousand (\$10,000.00) dollars or less, then the maximum paid shall not exceed Ten Thousand (\$10,000.00) dollars as provided herein.

For members employed by the Township whose accumulated sick leave has a value of less than \$10,000 as of April 1, 1993:

payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater, provided that the total payment shall not exceed Ten (\$10,000.00) dollars The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement.

B. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or by the Division of Pensions.

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

#### Article XX -Jury Leave

A regular full-time employee who loses time from his/her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township provided that the employee:

- (a) has notified the Township immediately upon receipt of a summons for jury duty;
- (b) the employee has not voluntarily sought jury service;
- (c) the employee is not attending jury duty during vacation and/or other time off from Township employment;
- (d) the employee submits adequate proof of the time served on the jury duty.

If on any given day an employee is attending jury duty and he/she is released by the Court prior to 11 :00 a.m., that employee shall be required to return to work by 12:00 Noon on that day in order to receive pay for that day.

#### Article XXI -Military Leave

The Township agrees to provide all employees with military leave as required by Federal and/or State Laws as well as New Jersey Family and Federal Leave Provisions.

#### Article XXII -Leave of Absence for Death in Family

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

A. Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, or daughter-in-law, brother-in-law and sister-in-law, or a person residing with and dependent upon the employee from the day of death up to the equivalent of one workweek.



B. Uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, or significant other of the employee, the day of burial.

C. Employees who need additional time beyond that provided in above may receive up to an additional work week of bereavement leave by utilizing any combination of sick leave, vacation leave, and/or compensatory time subject to the approval of the Department Head.

#### Article XXIII Longevity Payments

For those members who were employed by the Township as of November 1, 1993, the longevity program shall continue in effect as it existed on that date, as follows:

For members employed as of December 31, 1984. A member who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation above the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

Completion of 8 years —	One Increment
Completion of 12 years —	Two Increments
Completion of 16 years —	Three Increments
Completion of 20 years —	Four Increments

For members employed on or after January 1, 1985. An employee who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation above the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

Completion of 8 years —	Five Hundred Dollars
Completion of 12 years —	One Thousand Dollars
Completion of 16 years —	One Thousand Five Hundred Dollars
Completion of 20 years —	Two Thousand Dollars

No member hired by the Township on or after November 1, 1993, shall hereafter become eligible for longevity payments.

#### Article XXIV Worker's Compensation Supplemental Pay

An employee who is receiving workers' compensation shall continue to be paid his/her regular salary by the Township so long as the employee transmits to the Township his/her weekly temporary disability benefits. No reimbursement shall be required as a result of any permanent disability benefits received by the employee. This protection shall continue in effect only while the member is receiving workers' compensation temporary disability benefits or for a period of two (2) years, whichever is less.

#### Article XXV —Insurance

#### A. Group Health Insurance

- 1) As of January 1, 1994, the Township portion of the cost for members employed by the Township as of November 1, 1993, shall be limited to the cost of its least expensive HMO optional plan. If an employee chooses a plan which is more expensive, the employee will be responsible for the excess cost.
- 2) For members employed by the Township on or after November 1, 1993, the Township share of the cost shall be limited to the cost of single coverage in its least expensive HMO optional plan for the first year of employment. If an employee chooses expanded coverage or a plan which is more expensive, the employee will be responsible for the excess cost.
- 3) Effective January 1, 2002 the Township portion of the cost for members shall be limited to the cost of its least expensive HMO optional plan for individual, parent and child, husband and wife, and family coverage. If an employee chooses a plan which is more expensive, the employee will be responsible for the excess cost.

#### B. Group Dental Insurance

- 1) For members employed by the Township as of November 1, 1993, the Township shall continue to pay the full cost to provide dental insurance coverage, including family coverage.
- 2) For members employed by the Township on or after November 1, 1993, the Township share of the cost shall be limited to the cost of single coverage for the first year of employment. If an employee chooses expanded coverage, the employee will be responsible for the excess cost.
- 3) Effective January 1, 2002, the Township shall pay the full cost to provide dental insurance coverage, including family coverage.

- C. Effective January 1, 2003, an employee who retires from the Township after completing 25 years of full-time service with the Township shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed Six Thousand Dollars (\$6,000.00). Such employees may continue their coverage through the Township's health benefit plans or obtain coverage through another health benefit plan. If another benefit plan is selected by the employee, the Township will make a direct payment to the health care plan not to exceed Six Thousand Dollars (\$6,000.00) annually. This payment shall be made up until the inclusion in Medicare.

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

#### E. Insurance Buy-back

The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township and who provides the Township with proof of alternative insurance coverage. The payment will be on a calendar year basis and will be paid with the first [1<sup>ST</sup>] pay in January, and will be paid to those employees who have filed a waiver of coverage with the Township's Treasurer for the coming year. The waiver must be filed at least one [1] month in advance of the effective date of the waiver. The amount of the payment shall not exceed Four Thousand] dollars or fifty [50%] percent [whichever is less] of the premium for the waived Hospitalization Medical/ Surgical-Major Medical insurance coverage; and Sixty [\$60] dollars per year for a waiver of the Dental coverage. If an employee elects to re-join the Township's group coverage, the employee shall make application to do so during the established enrollment period, and the employee shall pay to the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the employee.

#### Article XXVI -Disciplinary Proceedings

A. Any major disciplinary action imposed shall be in accordance with applicable statutes and regulations

B. Employees may be subject to minor disciplinary action for just cause. All minor disciplinary actions may be grieved and arbitrated in accordance with the terms of this Agreement.

C. The Association shall be immediately copied with any major or minor disciplinary actions given to employees covered by this Agreement.

#### Article XXVII -Replacement of Lost or Damaged Personal Property

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

#### Article XXVIII -Association Rights

A. The Township will provide released time, up to the equivalent five (5) days with pay, to one (1) employee per year for the purpose of attending Association conventions and meetings or for the conduct of Association business. The allowed time may be divided among more than one employee in units of no less than one-half days.

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

## Article XXIX Payroll Deduction of Association Dues

A. The Township agrees to deduct dues of members of the Association from the wages due to those employees in accordance with an authorization signed by each individual employee and provided to the Township Treasurer. Thereafter, any changes in the dues, fee and assessments payable by employees to the Association shall be provided, in writing, to the Township by the President of the Association, which shall set forth the amount of the dues, fees and/or assessments to be deducted. The Township shall be under no obligation with respect to any change in the amount of the dues to be deducted until the first payroll occurring fifteen (15) days after the written notification is provided to the Township Treasurer.

B. Representation Fee in Lieu of Dues: The Township agrees, in accordance with the provisions of law, to deduct from the wages due to non-member employees included within the bargaining unit, a representation fee in lieu of dues for services rendered by the Association, in an amount equivalent to eight-five percent (85%) of the regular membership dues, initiation fees and assessments charged by the Association to its own members. The Association shall provide the Township Treasurer, in writing, with the amount of the representation fee and any changes thereto.

## Article XXX -Educational Payments

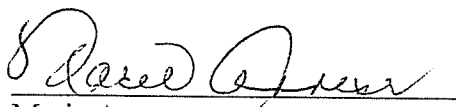
It is the policy of the Township to encourage employees to engage in educational programs in order that services rendered to the Township will be more efficient and effective. Employees are encouraged to continue their formal education through participation in off-duty and non-working hours, educational programs that lead to certification or a degree. The Township may reimburse employees for educational expenses incurred by such participation for job related courses with prior approval of the Township Manager, provided funds have been budgeted for such reimbursement and the courses are taken at an accredited technical school, college or university. Approvals for such reimbursement are on a first come, first approved basis. The total number of courses approved for reimbursement is limited to the amount provided in the Township's annual budget. Tuition, fees and expenses may be reimbursed in whole or in part while the employee is in a paid status with the Township.

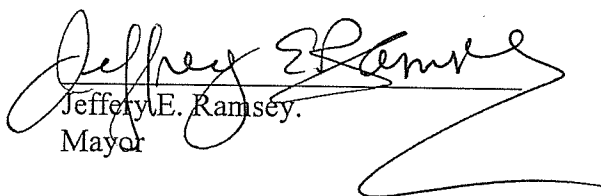
Article XXXI -Term of Agreement

This Agreement shall be in full force and effect from January 1, 2007 through December 31, 2009, and for the succeeding period of twelve (12) months unless either party shall notify the other in writing 90 days prior to the expiration of this Agreement of its desire to negotiate a new contract.

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


ATTEST:  
TOWNSHIP OF WILLINGBORO

  
Marie Annesee  
Township Clerk

  
Jeffery E. Ramsey  
Mayor

ATTEST:  
WILLINGBORO TOWNSHIP PUBLIC  
WORKS EMPLOYEES ASSOCIATION.

\_\_\_\_\_  
Witness

  
DONALD GEORGE  
Association President

✓

**RESOLUTION NO. 2007- 181**  
**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING**  
**AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL**

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

**WHEREAS**, a request has been made of the Township Council assembled in public session on this ~~15<sup>th</sup>~~ day of December, 2007, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

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

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

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

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to CONTRACT NEGOTIATIONS PUBLIC WORKS AND FIRE FIGHTERS ASSOCIATION UNION NEGOTIATIONS - Proposed Agreement Mutual Aid - Review of App. PROFESSIONAL SERVICE CONTRACTS 2008 AND PERSONNEL & PAYROLL ITEMS.

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

TOWNSHIP OF WILLINGBORO

  
 \_\_\_\_\_  
 JEFFREY E. RAMSEY Mayor

Attest:

  
 \_\_\_\_\_  
 Marie Annese, RMC  
 Clerk

**CERTIFICATE OF TOWNSHIP CLERK**

I, Marie Annese, Clerk of the Township of Willingboro, do hereby certify that the foregoing is a true copy of the Resolution adopted by Township Council of said Township at a Regular Council Meeting held on \_\_\_\_\_, 2007.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Township of Willingboro.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Marie Annese, Township Clerk



Res. 2007 - 182

Auth. Participation in Burk. Co.  
Coop Agr For Mutual Law  
Enforcement Aid.

Held - ~~SOL~~ questions

~~AWA~~ Approved AS Res 2008 - 14 1/8/08

RESOLUTION NO. 2007 - 183

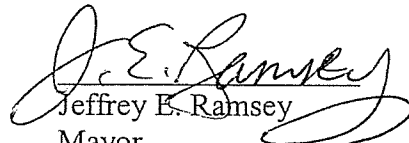
A RESOLUTION AUTHORIZING RETURN OF  
PERFORMANCE BOND FOR AHMADIYYA MOVEMENT IN ISLAM  
500 BRIDGE STREET


WHEREAS, there has been a request from Ahmadiyya Movement in Islam to release the Performance Guarantee (\$110,000.) originally established; and

WHEREAS, it has been determined by the Township Engineer in accordance with his letter dated November 27, 2007, that the applicant has complied with the requirements granting site plan approval;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 15<sup>th</sup> day of December, 2007, in accordance with the attached recommendation, that the Performance Guarantee be released contingent upon payment of all outstanding Remington and Vernick vouchers and the activation of a Maintenance Bond in the amount of \$13,740.00 for a period of two (2) years.

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

  
Jeffrey E. Ramsey  
Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<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 AND AFFILIATES

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

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

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

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

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

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

Remington, Vernick  
& Vena Engineers  
Street  
River, NJ 08753  
86-9220  
05-8416 (fax)

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

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

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

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

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

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

Office Plaza, Bellevue Building  
mpman Road, Suite 105  
DE 19702  
6-0212  
6-6208 (fax)

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

November 27, 2007

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


Re: Township of Willingboro  
Ahmadiya Movement of Islam  
500 Bridge Street  
Block 1132; Lot 37  
Performance Bond Release  
R&V #03381002

Dear Ms. Diggs:

Remington & Vernick Engineers (R&V) has conducted an inspection of the above-referenced project. Based upon our investigation, R&V recommends a release of the Performance Guarantee originally established in the amount of \$ 110,000.00 for this project as well as the activation of a Maintenance Bond in the amount of \$ 13,740.00 which represents 15% of the construction cost for a period of two (2) years.

Contingent upon the release is the payment of all outstanding R&V vouchers. If you should have any questions please contact Gregory Sullivan at our Bordentown office at 609-298-6017.

Sincerely,  
REMINGTON & VERNICK ENGINEERS, INC.

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

GJS/clg

c: Mayor & Committee  
Eric Berry, Deputy Township Manager  
Marie Annese, Clerk  
Gregory J. Sullivan, P.E., P.P., C.M.E.  
Ahmadiya Movement of Islam

**RESOLUTION NO. 2007 – 184**

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO  
AUTHORIZING PROFESSIONAL SERVICE CONTRACTS  
WITH PROFESSIONALS FOR 2008**

**WHEREAS**, the Township of Willingboro requires the services of various professional service providers; and

**WHEREAS**, professional services are exempt from the requirement of public bidding pursuant to N.J.S.A.40A:11-5; and

**WHEREAS**, the Township of Willingboro has found it advisable to select professionals primarily on the basis of qualification including qualifications uniquely suited to the needs of the Township of Willingboro; and

**WHEREAS**, the Township of Willingboro has determined that it is appropriate to implement a fair and open process for the awarding of professional service contracts; and

**WHEREAS**, the Township Council of the Township of Willingboro in accordance the fair and open process has publicly noticed, solicited statements of qualifications, reviewed all submissions and interviewed qualified candidates for the professional positions; and

**WHEREAS**, the Township Council of the Township of Willingboro has determined to make appointments to the professional positions advertised and reviewed;

**NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:**

1. In accordance with N.J.S.A. 40A:11-5, the Township Council of Willingboro, assembled in public session this 15<sup>th</sup> day of December, 2007, hereby directs and authorizes the Mayor and Clerk to execute Professional Service Agreement with the following professionals for the following positions:

Michael Armstrong, Esq. Stephen E. Ryan Acting for Edmund D. Bowman	<b>Township Attorney</b> , in accordance with salary ord./resolution.
Edward J. McManimon, Esq. Scotland & McManimon Remington & Vernick	<b>Township Auditor</b> not to exceed \$80,000. <b>Bond Counsel</b> other than Capital not to exceed \$5,000. <b>Township Planner</b> other than escrow not to exceed Sr. Planner rate of \$120. per hr.
Uri H. Taenzer, Esq. Andrew Duclair, Esq. Kimberly D. Deal, Esq. Remington & Vernick Birdsall Engineering Co.	<b>Planning Bd. Attorney</b> in accordance with the salary ord./res. <b>Public Defender</b> in accordance with salary ord./res. <b>Assistant Prosecutor</b> in accordance with salary ord./res. <b>Planning Bd. Eng.</b> Not to exceed Principal rate of \$150 per hr. <b>Consulting Engineer</b> not to exceed \$150.00 per hr.

- Zeller & Wieliczko      **Tax Appeal and Zoning Board Attorney** not to exceed \$150 per hr.
- Joseph Jacobs, Esq.      **Library Board Attorney** not to exceed \$3,325.
- \* Paulette Brown, Esq.      **Special Counsel Labor** not to exceed \$75,000.
- Jeffrey R. Surenian, Esq.      **Special Counsel COAH** not to exceed \$60,000.
- Zeller & Wieliczko      **Special Counsel Police** not to exceed \$150. per hr.
- ~~Heye-Cruell & Associates~~      ~~COAH Planning Consultant/Expert~~ not to exceed \_\_\_\_\_
- \* ~~Edwards Angell Palmer & Dodge LLP~~

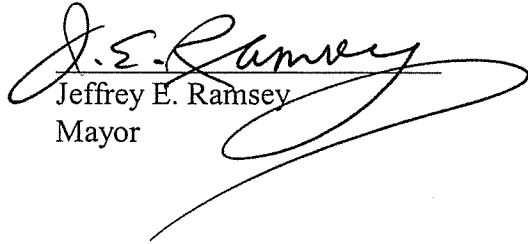
2. These contracts are awarded without competitive bidding as professional services in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.

3. These contracts shall be paid in accordance with the salary ordinance.


4. These contracts shall be effective from December 30, 2007 to December 31, 2008.

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

TOWNSHIP OF WILLINGBORO

  
 Jeffrey E. Ramsey  
 Mayor

Attest:

  
 Marie Annese, RMC  
 Township Clerk

Recorded Vote	Yes	No	Abstain	Absent	
Councilman Ayer	✓				(except Mun.Att & Labor )
Councilman Campbell					_____
Councilman Stephenson	✓				_____
Deputy Mayor Jennings	✓				_____
Mayor Ramsey	✓				_____

*Originals*

**Municipal Attorney (1)**  
**Michael Armstrong, Esq.**

**Municipal Labor Counsel (6)**  
**Parker & McCay**  
**Eric M. Bernstein & Assoc., LLC**  
**Capehart Scatchard**  
**Simpkins & Simpkins, LLC**  
**Edwards Angell Palmer & Dodge, LLP (and Special Counsel)**  
**Ruderman & Glickman, PC (and Police Review)**

**Municipal Bond Counsel (4)**  
**Parker & McCay**  
**John G. Hudak, Esq.**  
**Capehart Scatchard**  
**McManimon & Scotland**

**Municipal Tax Attorney (2)**  
**Parker & McCay**  
**Zeller & Wieliczko, LLP**

**Municipal Prosecutor**  
**None / Reed & P.F. 2**

**Municipal Public Defender (1)**  
**Andrew M. Duclair, Esq.**

**Library Board Attorney (1)**  
**Joseph Jacobs, Esq.**

**Municipal Auditors (1)**  
**Bowman & Company**

**Assistant Prosecutor (1)**  
**Kimberly D. Deal, Esq.**

**Planning and Zoning Board Engineer (2)**  
**Lippincott & Jacobs**  
**Remington & Vernick**

**Consulting Engineers (2)**  
**Birdsall Engineering, Inc.**  
**Remington & Vernick**

**Township Planner (1)**  
**Remington & Vernick**

**Township Physician**  
**None**

**Special Counsel (2)**  
**Special Counsel – Edwards Angell Palmer Dodge, LLP**  
**COAH – Surenian & Assoc.**

**Planning Board Solicitor (1)**  
**Uri H. Taenzer, Esq.**

**Zoning Board Solicitor (1)**  
**Zeller & Wieliczko, LLP**

**Police Review Officer (2)**  
**Zeller & Wieliczko, LLP**  
**Ruderman & Glickman, PC (and Labor)**

## **PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT**

Between the Township of Willingboro  
And Michael Armstrong, Esquire

**THIS AGREEMENT** made this 28th day of December 2007 by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and **MICHAEL A. ARMSTRONG** of the law firm of **LAW OFFICE OF MICHAEL A. ARMSTRONG**, 79 Mainbridge Lane, Willingboro, New Jersey 08046, (hereinafter referred to as "Solicitor").

**WHEREAS**, the Mayor and Council of the Township employed Michael A. Armstrong, Esquire to serve as the Solicitor for the Township by duly adopted Resolution No. 2007-46 at its March 13, 2007 meeting;

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

### **SECTION I – SERVICES TO BE RENDERED.**

1. The Township hereby employs Michael A. Armstrong, Esquire as its attorney for and during the period commencing December 31, 2007 and ending December 30, 2008, for the performance of legal services hereinafter set forth. Michael A. Armstrong, Esquire may have a member of his firm, Law Office of Michael A. Armstrong, represent said Township in his absence or when he deems additional assistance necessary.
2. Solicitor hereby accepts such employment and agrees to represent the Township in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the governing body, represent its elected and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Solicitor shall give all legal counsel and advice where required by the Township or any member thereof and shall, in general, serve as the legal advisor to the Mayor and Council on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Township Solicitor shall:
  - A. Draft or approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the municipality.
  - B. With the approval of the Council, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by Mayor and Council.
  - C. Subject to the approval of the Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.
  - D. Render opinions in writing or verbally upon any question of law submitted to him by the Township or any member thereof with respect to their official powers and duties,



## PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro  
And Michael Armstrong, Esquire

and perform such duties as may be necessary to provide legal counsel to the Council and Mayor in the administration of municipal affairs.

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

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

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

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

### SECTION II - COMPENSATION.

B. Other legal ("non-employment") services to be performed as outlined in 2 (A) through 2 (F), including all litigation, except any appellate, federal court, foreclosure litigation or extraordinary services not contemplated. Such appellate, federal court, foreclosure litigation, extraordinary services and related services shall be on a fee basis, to be billed at a discounted rate of \$150.00 per hour, with costs for partners and associates; Seventy-Five Dollars (\$75.00) per hour for clerks and law assistants; and Forty Dollars (\$40.00) for paralegals. Said fees shall not be part of this employment contract. The annual employment amount contained in paragraph 4 shall provide a maximum of 500 hours per annum of services or 45.55 hours per month. Any services in excess of 45.55 hours per month shall be billed at the rate for non-employment services.

4. The attorney's annual employment contract shall be Ninety Two Thousand Nine Hundred dollars (\$92,900.00), which shall be paid in the form of salary and benefits. The attorney's salary shall be Eighty Two Thousand dollars (\$82,000.00) dollars, payable in twenty-six (26) equal installments. The benefits, Ten Thousand Nine Hundred (\$10,900.00) shall be paid consistent with Schedule A attached herewith.

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

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

**PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT**

Between the Township of Willingboro  
And Michael Armstrong, Esquire

7. By acceptance of this employment, Solicitor shall not be prevented or barred from taking other employment of similar or other character by reason of this Agreement.
8. Services performed by the solicitor or his firm that are billed to an escrow established by the Township to cover legal costs shall be billed at the firm's regular hourly rates for such services.

**SECTION 4. - TOWNSHIP RESPONSIBILITIES.**

The Township agrees to provide all necessary assistance in properly post auditing the accounts to insure that no over-commitments or over-expenditures will be created as a result of the efforts of the Solicitor on all authorized projects. Further the Township represents that monies are available in the amount indicated in this contract under Section 2 and that all of the Solicitor's bills rendered in keeping with this contract shall be paid within thirty calendar days from the date rendered.

**SECTION IV - RECORDS AND PAPERS.**

All papers, documents, memorandum, plans, specifications and reports, and all materials relating to the duties of the Solicitor shall be and remain the property of the Township. The Solicitor shall upon termination or expiration of this contract surrender to his successor all such property together with a written consent to use all such materials in the best interest of the Township.

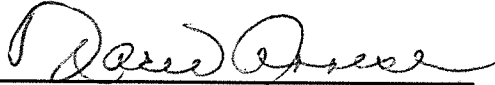
**PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT**

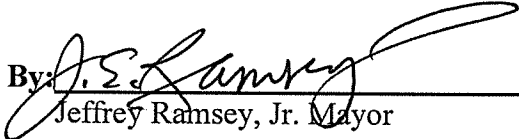
Between the Township of Willingboro  
And Michael Armstrong, Esquire


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

**ATTEST:**

**TOWNSHIP OF WILLINGBORO**

  
\_\_\_\_\_  
Marie Annese, Township Clerk

By:   
\_\_\_\_\_  
Jeffrey Ramsey, Jr. Mayor

By:   
\_\_\_\_\_  
Michael A. Armstrong, Esquire  
**LAW OFFICE OF MICHAEL A. ARMSTRONG**  
79 Mainbridge Lane  
Willingboro, New Jersey 08046

**PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT**

Between the Township of Willingboro  
And Michael Armstrong, Esquire

**EXHIBIT A**

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

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

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

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

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

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

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

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

## **PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT**

Between the Township of Willingboro  
And Michael Armstrong, Esquire

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

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

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

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

## ENGAGEMENT CONTRACT

### MUNICIPAL AUDITING SERVICES

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

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

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

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

B. The Accountant shall audit the Municipality's financial statements of the various funds for the year ended December 31, 2007 and all other related statements and supplementary schedules prepared in conformity with the Requirements of Audit as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey for the year then ending, for the purpose of expressing an opinion on them as to whether these financial statements are fairly presented, in all material respects, in conformity with accounting practices prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

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

D. The Accountant will present for purposes of additional analysis the Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Financial Assistance, and all related disclosures, if required under the Single Audit Law. Although they are not necessary for a fair presentation of the basic financial statements for the year ending December 31, 2007, these schedules are required by the Department of Community Affairs, State of New Jersey; Federal Circular A-133, Audits of States, Local Governments and Non-Profit Organizations; and Circular 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments. This information, if necessary, will be subjected to the tests and other auditing procedures applied in the examination of the financial statements mentioned above.

E. The Municipality is responsible for establishing and maintaining internal control and for compliance with laws, regulations, contracts, and agreements. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with the accounting practices previously described. The Municipality is responsible for making all financial records and related information available to the Accountant and is responsible for the accuracy and completeness of this information. The Accountant will assist the Municipality in the preparation of its financial statements, but the responsibility for the financial statements remains with the Municipality. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, and the safeguarding of assets. The Municipality is responsible for adjusting the financial statements to correct material misstatements and for confirming to the Accountant in the representation letter that the effects of any uncorrected misstatements aggregated by the Accountant during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The Municipality is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing the Accountant about all known or suspected fraud affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. The Municipality is also responsible for informing the Accountant of its knowledge of any allegations of fraud or suspected fraud affecting the Municipality received in communications from employees, former employees, regulators, or others. In addition, the Municipality is responsible for identifying and ensuring that the Municipality complies with applicable laws and regulations.

## ENGAGEMENT CONTRACT (CONT'D)

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

F. The Accountant's audit of the Municipality's financial statements shall include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, the audit will involve judgment about the number of transactions to be examined and the areas to be tested. The Accountant will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the Municipality or to acts by management or employees acting on behalf of the Municipality. Because an audit is designed to provide reasonable, but not absolute assurance and because the Accountant will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, the Accountant will inform the Municipality of any material errors that come to the Accountant's attention, and we will inform the Municipality of any fraudulent financial reporting or misappropriation of assets that comes to the Accountant's attention. The Accountant will also inform the Municipality of any violations of laws or governmental regulations that come to the Accountant's attention, unless clearly inconsequential. The Accountant's responsibility as Auditor is limited to the period covered by the audit and does not extend to matters that might arise during any later periods for which the Accountant is not engaged as Auditor.

G. The Accountant's procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. The Accountant will request written representations from the Municipality's attorneys as part of the engagement. At the conclusion of the audit, the Accountant will also require certain written representations from the Municipality about the financial statements and related matters.

H. Identifying and ensuring that the Municipality complies with laws, regulations, contracts, and agreements is the responsibility of the Municipality. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, the Accountant will perform tests of the Municipality's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of the audit will not be to provide an opinion on overall compliance and the Accountant will not express such an opinion.

I. In planning and performing the audit, the Accountant will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on the Municipality's financial statements. The Accountant will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that are considered relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls are required only if control risk is assessed below the maximum level. Such tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed. An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, the Accountant will inform the Municipality of any matters involving internal control and its operation that the Accountant considers to be significant deficiencies under standards established by the American Institute of Certified Public Accountants. Significant deficiencies involve matters coming to the Accountant's attention relating to significant deficiencies in the design or operation of the internal control that, in the Accountant's judgment, could adversely affect the Municipality's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

J. In addition to the auditing services previously described, the Accountant shall also prepare the 2005 Annual Financial Statement, 2005 Annual Debt Statement and assist in preparing the 2006 Budget. In this vein, the Accountant shall testify when required on the financial condition of the Municipality when in the opinion of the Municipality such testimony is required.

## ENGAGEMENT CONTRACT (CONT'D)

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

K. The Accountant shall also perform such non-audit services as may be agreed upon by the Accountant and Municipality so long as such services do not violate independence standards set forth by the AICPA Code of Professional Conduct and Government Auditing Standards, issued by the Comptroller General of the United States. Non-audit services performed may not involve making management decisions, nor may the non-audit services be material to the subject matter of the audit. Before performing non-audit services, the accountant shall establish and document an understanding with the municipality regarding the objectives, scope of work, and product or deliverables of such service. In addition, the accountant shall document the understanding that the municipality is responsible for the substantive outcomes of non-audit services performed and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of such services. In this vein, the municipality shall: designate a management-level individual to be responsible and accountable for oversight of the non-audit service; monitor the performance of such service to ensure that it meets stated objectives; make any decisions that involve management functions related to the non-audit service and accept full responsibility for such decisions.

L. The Accountant shall when required, with regard to all temporary and permanent financing of the Municipality, prepare draft maturity schedules and tax rate projections, compile, electronically post and print the Preliminary and Final Official Statements, assist in the application to obtain bond ratings, and cooperate with insurance agencies. The Accountant shall also assist in the preparation of the Annual Reports required by the Securities and Exchange Commission under Rule 15c2-12(b)(5)(i)(A) and (B). This does not include the reporting of significant events as specified under rule 15c2-12(b)(5)(i)(C) since occurrence of events requiring reporting would not necessarily be known to the Accountant. When requested, the Accountant shall also prepare "Arbitrage" or excess earnings calculations. Services rendered as part of this section are subject to the same independence standards as described in Section 1(K).

**SECTION 2. COMPENSATION**. The Municipality agrees to pay to the Accountant, upon presentation of appropriate vouchers, all charges for services rendered. The Accountant may, at his discretion, present vouchers, from time to time, as the work progresses. All charges, except those for services as described in Section 1-L, shall be at the "Current Standard Hourly Rates" as stated in Section 10, at the time the service is rendered. Services described in Section L shall be at the "Specialized Financial and Bonding Service Rates" or specific "Minimum Fees" as stated in Section 10, at the time the service is rendered. Charges for services as described in Sections 1-B through 1-L shall be within the limits of the amount so included in "Municipal Appropriations", subject to the condition of the financial records.

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

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

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



## ENGAGEMENT CONTRACT (CONT'D)

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

**SECTION 7. TERM OF CONTRACT.** The term of this contract shall be for the period January 25, 2008 through the period of time required for performance of the specific functions set forth in Section 1 of this contract in accordance with the rules and regulations of the Division of Local Government Services of the Department of Community Affairs of the State of New Jersey.

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

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

B. The Accountant or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex.

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

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

E. The Accountant or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to section N.J.A.C. 17:27-5.2.

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

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

## ENGAGEMENT CONTRACT (CONT'D)

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

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

I. The Accountant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report From AA302

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

**SECTION 9. GOVERNMENT AUDITING STANDARDS REQUIREMENTS.** The 2007 revision to Government Auditing Standards (the yellow book) includes additional reporting standards for financial statement audits.

A. In accordance with Section 3.55, a copy of the Accountant's most recent external quality control review report must be provided to the Municipality. A copy of this report is contained in Appendix 1.

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

C. In accordance with Section 3.07(g), seeking employment with the Municipality during the conduct of this engagement constitutes a personal impairment to independence for any member of the audit team. Consequently, the Municipality agrees to notify the Accountant prior to discussing the possibility of future employment, by the Municipality, of any staff person assigned by the Accountant as a member of the audit team for this engagement.

**ENGAGEMENT CONTRACT (CONT'D)**

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

**Current Standard Hourly Rates**

Partner	\$219.00
Manager	153.00/174.00/194.00
Supervisor	119.00/123.00/131.00
Senior Accountant	96.00/100.00/105.00
Staff Accountant	83.00/86.00/90.00
General Administration / Report Processing	58.00

**Specialized Financial and Bonding Rate and Minimum Fees.** The charges for Specialized Financial and Bonding Services for professional staff shall be charged at one and one-half (1½) times the "Current Standard Hourly Rates" as stated above, at the time service is rendered with the following minimum fees:

**Minimum Fees**

Compilation and assembly of Preliminary and Final Official Statements, including preparation of draft maturity schedules and tax rate projections, assistance with the application to the Local Finance Board and assistance in obtaining bond ratings.	\$15,000.00
Electronic Posting of Preliminary Official Statement and printing a maximum of 200 combined copies of the Preliminary and Final Official Statement	3,500.00
Printing and Distribution of a maximum of 200 copies of the Preliminary and Official Final Statements via mail and/or Federal Express	3,500.00
Printing and distribution of Official Statements in excess of 200 copies	5.00 (per copy)
Continuing Disclosure Reports	2,000.00
Supplemental Debt Statements	400.00
Capital Budget Amendments	75.00
Temporary Capital Budgets	75.00

Hourly rates and fees are subject to reasonable increases from time to time.

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

**ENGAGEMENT CONTRACT (CONT'D)**

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

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

**Township of Willingboro:**

By: Joanne M. Dwyer  
[Signature]  
Date: [Signature]

Attest: [Signature]  
[Signature]

**Bowman & Company LLP:**

By: Stephen Ryan  
[Signature]  
Date: 1/21/08

Attest: Bonnie O'Shaughnessy  
[Signature]



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July 15, 2005

To the Partners of Bowman & Company, LLP

We have reviewed the system of quality control for the accounting and auditing practice of Bowman & Company, LLP. (the firm) in effect for the year ended May 31, 2005. A system of quality control encompasses the firm's organizational structure, the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of CPAs (AICPA). The firm is responsible for designing a system of quality control and complying with it to provide the firm reasonable assurance of conforming with professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance with its system of quality control based on our review.

Our review was conducted in accordance with standards established by the Peer Review Board of the AICPA. During our review, we read required representations from the firm, interviewed firm personnel and obtained an understanding of the nature of the firm's accounting and auditing practice, and the design of the firm's system of quality control sufficient to assess the risks implicit in its practice. Based on our assessments, we selected engagements and administrative files to test for conformity with professional standards and compliance with the firm's system of quality control. The engagements selected represented a reasonable cross-section of the firm's accounting and auditing practice with the emphasis on higher-risk engagements. The engagements selected included among others, audits of Employee Benefit Plans and engagements performed under *Government Auditing Standards*. Prior to concluding the review, we reassessed the adequacy of the scope of the peer review procedures and met with firm management to discuss the results of our review. We believe that the procedures we performed provide a reasonable basis for our opinion.

In performing our review, we obtained an understanding of the system of quality control for the firm's accounting and auditing practice. In addition, we tested compliance with the firm's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the firm's policies and procedures on selected engagements. Our review was based on selected tests therefore it would not necessarily detect all weaknesses in the system of quality control or all instances of noncompliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice of Bowman & Company, LLP in effect for the year ended May 31, 2005 has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA and was complied with during the year then ended to provide the firm with reasonable assurance of conforming with professional standards.

As is customary in a system review, we have issued a letter under this date that sets forth comments that were not considered to be of sufficient significance to affect the opinion expressed in this report.

*Amper, Politziner & Mattia, P.C.*

AMPER, POLITZINER & MATTIA, P.C.

 An independent member of  
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July 15, 2005

To the Partners of Bowman & Company, LLP

We have reviewed the accounting and auditing practice of Bowman & Company, LLP for the year ended May 31, 2005 and have issued our report dated July 15, 2005. That report should be read in conjunction with the comments in this letter, which were considered in determining our opinion. The matters described below were not considered to be of sufficient significance to affect the opinion expressed in that report.

*Engagement Performance*

**Comment** — The firm's quality control policies and procedures require that all attestation engagements be properly documented in accordance with professional standards. However, our review disclosed several instances where the firm's working papers did not include sufficient documentation relating to journal entry testing, procedures performed on opening balances in an initial audit and preliminary/final analytics. Also, for one attestation engagement, the current year workpapers did not adequately document procedures performed to support assertions regarding both the suitability of controls and that those controls were placed in operation. Through discussion with engagement personnel, we were able to satisfy ourselves that the appropriate procedures had been performed.

**Recommendation** - The firm should emphasize to its engagement team members the responsibilities to sufficiently document the above procedures. In addition, the firm should provide various training sessions with all audit personnel, which directly focus on the required documentation as dictated by professional standards.

*Engagement Performance*

**Comment** - The firm's quality control policies and procedures require partner review and approval of report and financial statements. However, our review disclosed a few instances whereby the partner sign off of the review process was dated after the release of the financial statements. Through discussion with the respective engagement partners, all audit procedures were completed and discussed with the engagement partner prior to the release of the report and financial statements, however, the documentation of sign off was performed subsequently.

**Recommendation** — The firm should establish a policy whereby the engagement partner should complete and sign off the engagement prior to the issuance of the financial statements.

*Amper, Politziner & Mattia PC*

AMPER, POLITZINER & MATTIA, PC

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

### INTERNAL CONTROL STRUCTURE

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

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

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

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

Responsibility under the Single Audit Act, Circular A-133 and Circular 04-04-OMB - In addition to the procedures performed to meet GAAS and *Government Auditing Standards* requirements, the Single Audit Act, Circular A-133 and New Jersey Circular 04-04-OMB require that we specifically consider the internal control structure over federal and state financial assistance programs and perform tests of those controls. The tests of controls must cover the controls used to administer at least 50% of the expenditures under all federal and state financial assistance programs and 25% of the expenditures for a low risk auditee. We are required to issue a report (in addition to the report required by *Government Auditing Standards*) on our consideration of the internal control structure over federal and state financial assistance programs, including tests of those controls. Our report must disclose any significant deficiencies and material weaknesses we identify as a result of the procedures we performed. This report does not provide any assurance on the design or the effectiveness of the internal control structure used to administer federal and state financial assistance programs.

### COMPLIANCE WITH LAWS AND REGULATIONS

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

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

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

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

Responsibility under the Single Audit Act, Circular A-133 and Circular 04-04-OMB - In addition to the requirements of GAAS and *Government Auditing Standards*, the Single Audit Act, Circular A-133 and New Jersey Circular 04-04-OMB require auditors to perform procedures sufficient to provide positive and negative assurance on the general requirements and to perform procedures to provide sufficient evidence to express an opinion on whether major federal and state financial assistance programs, if any, were administered in compliance with applicable laws and regulations.



Certification 15

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**RENEWAL**

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

**15-FEB-2008**

to **15-FEB-2011**

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



*Stephen W. ...*

Acting State Treasurer

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 217  
TRENTON, NJ 08646-0217

TAXPAYER NAME:

BOWMAN & COMPANY LLP

TAXPAYER IDENTIFICATION#:

210-658-561/000

ADDRESS:

601 WHITE HORSE RD  
VOORHEES NJ 08043

EFFECTIVE DATE:

02/01/83

TRADE NAME:

SEQUENCE NUMBER:

0108244

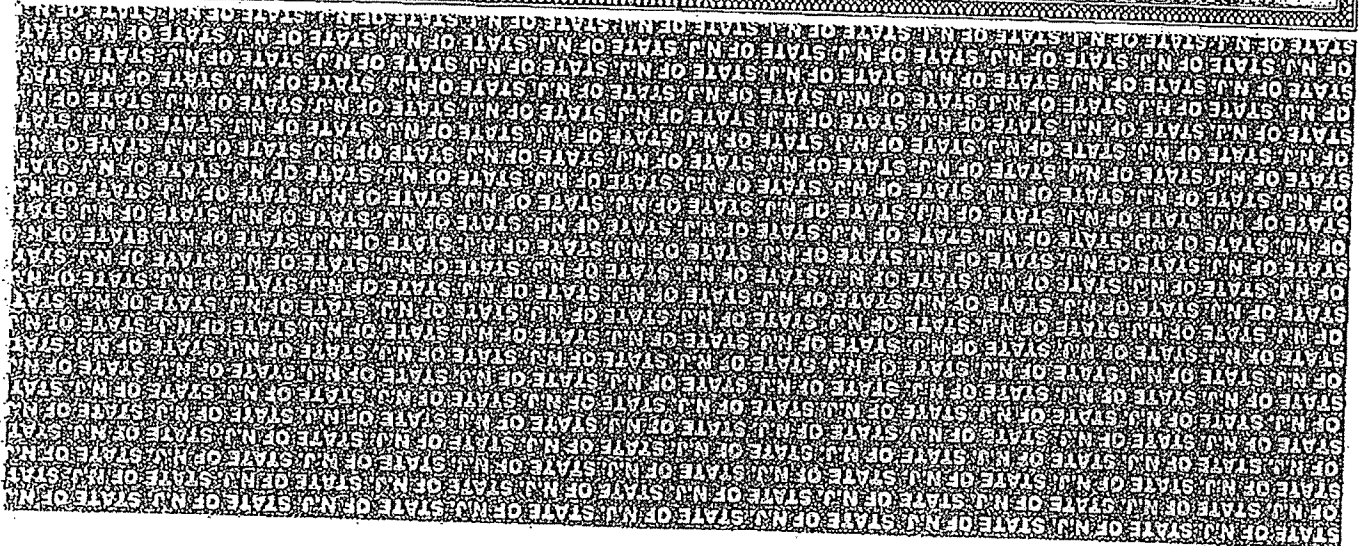
ISSUANCE DATE:

04/10/03

FORM-BRC(08-01)

Active Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



RECEIVED

*m. J.*

MAR - 6 2008

McMANIMON & SCOTLAND, L.L.C. OFFICE OF THE TOWNSHIP CLERK  
ATTORNEYS AT LAW WILLINGBORO, NEW JERSEY

TELEPHONE  
(973) 622-1800

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

FAX (973) 622-7333  
FAX (973) 622-3744

February 29, 2008

Marie Annese, RMC, Township Clerk  
Township of Willingboro  
One Salem Road  
Willingboro, NJ 08046

Re: 2008 Fee Agreement with McManimon & Scotland, L.L.C.

Dear Ms. Annese:

Enclosed please find two copies of our fee agreement for bond counsel services between the Township of Willingboro and McManimon & Scotland, L.L.C. Please have one copy executed and returned to me for our file. Also enclosed are the following documents:

1. Certificate of Employee Information Report;
2. Business Registration Certificate;
3. Certificate of Liability Insurance;
4. Americans with Disabilities Act of 1990 Compliance Certificate; and
5. Mandatory Equal Employment Opportunity Language (Affirmative Action Language)

We appreciate the Township's confidence in our firm and look forward to serving you and the other officials of the Township in 2008.

Very truly yours,



Ronald J. Ianoale

RJI/ll

Encls.

## A G R E E M E N T

THIS AGREEMENT, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008, between the TOWNSHIP OF WILLINGBORO, a body politic of the State of New Jersey, herein designated as the "Client," party of the first part, and McMANIMON & SCOTLAND, L.L.C., Attorneys at Law with offices at One Riverfront Plaza, Newark, New Jersey, hereinafter designated as "Counsel," party of the second part:

### WITNESSETH:

The Client desires to engage the services of counsel for one or more of the services described herein which may consist of (i) services related to public finance and (ii) services related to redevelopment, environmental, litigation or other non-public finance services. To the extent that the Client requests such services of counsel for any of such services, they shall be billed as follows:

#### **I. Public Finance**

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

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

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

C. When the Client determines to issue bonds, Counsel will prepare the necessary resolutions or other operative documents to set up the bond sale and will submit them to the Client's general counsel for review. Counsel will seek the advice of the auditor in connection with the appropriate maturity schedule for the bonds to be sold. Counsel will see to the printing and the distribution of the preliminary and final official statement. It will arrange for the printing of the notice of sale in the Bond Buyer and will answer inquiries made by the investment community concerning the bond sale. Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Counsel will prepare the bonds for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Counsel will

attend the closing with the appropriate officials, at which time the bonds will be delivered, payment will be made for the bonds, and Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

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

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

F. Counsel will provide such other services as may be requested from time to time by the Client including any referendum or other action relating to the Client or the authorization and issuance of a financing instrument by the Client.

2. The Client will make payment to Counsel for services rendered in accordance with the following schedule:

A. For services rendered in connection with each bond sale, a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be a charge of \$1,000 for each such additional series.

B. For services rendered in connection with the preparation or review of each bond ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$600.

C. The fee for any temporary financing including tax anticipation notes involving a private placement shall be \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 with a minimum fee of \$1,000.

D. Services rendered in regard to arbitrage compliance and related tax analysis, preparation of an application to and an appearance

before the Local Finance Board, attendance at meetings, litigation and disclosure and preliminary and final official statement work will be billed at the hourly rates reflected in paragraph I(2)(G).

E. In the event that a letter of credit, bond insurance, or similar credit enhancement facility is used in connection with either a bond or note issue, an additional fee of \$1,000 will be charged.

F. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds, there will be a fee of \$5,000 for each refunded issue in addition to the fees described herein.

G. Services rendered on an hourly basis as reflected above will be billed at the blended hourly rate of \$125 per hour for legal assistants and \$195 per hour for attorneys.

H. In the event that legal services described herein are provided in connection with a bond sale and the bond sale does not proceed or the bond sale is held but all bids are rejected or the sale is cancelled, or this agreement is terminated prior to the sale of bonds, the fee for services to be charged shall be based on hourly rates referred to herein.

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

## **II. Redevelopment, Environmental, Litigation and Non-Public Finance Services**

1. To the extent that the Client desires to engage Counsel for general legal services in connection with (i) redevelopment projects (the "Redevelopment Projects"), (ii) environmental issues including the giving of advice or preparation of work product at the direction of the Client related to or concerning the identification, investigation, remediation or preparing of grant applications to assist the Client in responding to potential or actual environmental conditions ("Environmental Services") or (iii) litigation, including representation in any and all action authorized by the Client and relating to a threatened, pending or actual legal proceeding or any condemnation or alternate dispute resolution matters ("Litigation Services"), such services shall be billed as follows:

2. The Client will make payment to Counsel for such general legal services at the blended hourly rate of \$215 for attorneys and \$135 for paralegals. Services

rendered to the Client the cost of which is reimbursed by a private entity shall be billed at the hourly rates for attorneys and for paralegals as established by Counsel from time to time for its private clients. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph I(2)(I). These include travel, photocopying, courier, telecopying and telephone expenses.

### **III. General Provisions**

1. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-5.3 promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-5.3, provided that N.J.A.C. 17:27-3.4(a) shall be applied.

2. Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

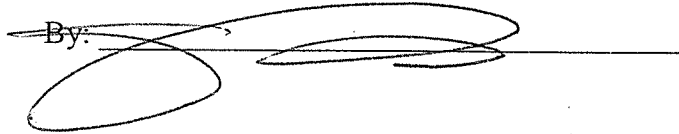
3. Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

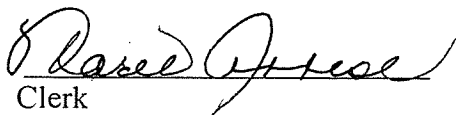
4. This agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

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

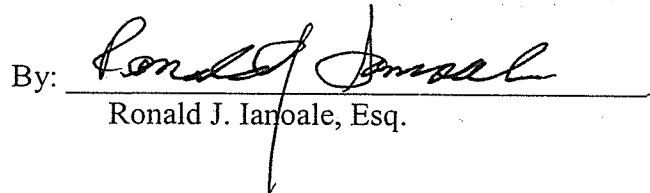
TOWNSHIP OF WILLINGBORO

ATTEST:

By: 

  
Clerk

McMANIMON & SCOTLAND, L.L.C.

By:   
Ronald J. Ianoale, Esq.



08/18/04

Taxpayer Identification# 222-837-091/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.




We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: <b>MCMANIMOM &amp; SCOTLAND, L.L.C.</b>	TRADE NAME:	
TAXPAYER IDENTIFICATION#: <b>222-837-091/000</b>	SEQUENCE NUMBER: <b>0075601</b>	
ADDRESS: <b>ONE RIVERFRONT PLZ 4TH FL NEWARK NJ 07102</b>	ISSUANCE DATE: <b>08/18/04</b>	
EFFECTIVE DATE: <b>01/03/88</b>	 Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

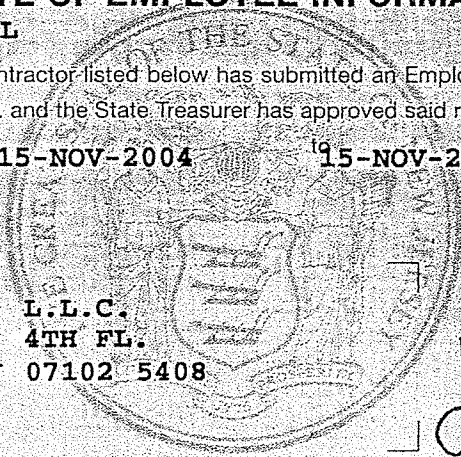
Certification **2184**

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-NOV-2004** to **15-NOV-2011**

**MCMANIMON & SCOTLAND, L.L.C.**  
**ONE RIVERFRONT PLAZA, 4TH FL.**  
**NEWARK NJ 07102 5408**



A handwritten signature in cursive script, reading "John P. Lawrence", is written over the seal and extends to the right.

State Treasurer

# Jamison Risk Services

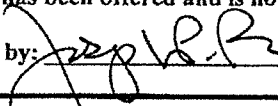


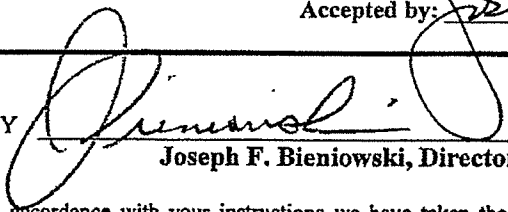
A DIVISION OF HERBERT L. JAMISON & CO., LLC  
INSURANCE GROUP  
100 Executive Drive, West Orange, New Jersey 07052-3362  
973-731-0806 • 800-JAMISON • Fax 973-731-3035 • [www.jamisongroup.com](http://www.jamisongroup.com)

NEW JERSEY  
NEW YORK  
PENNSYLVANIA

## CONFIRMATION OF PLACEMENT OF COVERAGE

NAMED INSURED AND ADDRESS	ACCOUNT NO.
McManimon & Scotland, L.L.C. One Riverfront Plaza, Fourth Floor Newark, NJ 07102	MCMAN-1001

EFFECTIVE DATE	EXPIRATION DATE	POLICY NUMBER	INSURER
09-01-07	09-01-08	WLW314005094601	Westport Insurance Corporation
COVERAGE DESCRIPTION AND AMOUNT / LIMITS			
<b><u>LAWYERS PROFESSIONAL LIABILITY INSURANCE</u></b>			
Limit of Liability:	\$10,000,000 per claim / \$10,000,000 annual aggregate		
Deductible:	\$100,000 per claim		
Annual Premium:	\$103,687 plus NJ PLIGA Surcharge of \$1,658.99		
Terms and Conditions:	As provided in our report to you dated August 16, 2007		
The firm has been offered and is not interested in pursuing higher limits at this time.			
Accepted by: 		Dated: 9/10/07	

BY   
Joseph F. Bieniowski, Director

9-5-07  
DATE

In accordance with your instructions we have taken the action as described above. Please review this confirmation to be sure that it accurately reflects those instructions. The policy and / or amendment is being prepared and will be forwarded to you along with the invoice or credit memorandum in due course. Thank you for this opportunity to be of service. Subject to Underwriters Approval and Terms and Conditions of the Policy.

**N.J.S.A. 10:5-31 et seq, N.J.A.C. 17:27**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and that it will discontinue to use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all

such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. Employee Information Report Form AA302

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

NAME OF COMPANY: McManimon & Scotland, L.L.C.

NAME OF OFFICIAL: Ronald J. Ianoale

TITLE: Member

SIGNATURE: 

AMERICANS WITH DISABILITIES ACT OF 1990  
EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

**McManimon & Scotland, L.L.C.** (the "FIRM") and the **Township of Willingboro** (the "TOWNSHIP") hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the TOWNSHIP pursuant to this contract, the FIRM agrees that the performance shall be in strict compliance with the Act. In the event the FIRM, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the FIRM shall defend the TOWNSHIP in any action or administrative proceeding commenced pursuant to this Act. The FIRM shall indemnify, protect, and save harmless the TOWNSHIP, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The FIRM shall, at its own expense, appear, defend, and pay any and, all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the TOWNSHIP's grievance procedure, the FIRM agrees to abide by any decision of the TOWNSHIP, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the TOWNSHIP or if the TOWNSHIP incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the FIRM shall satisfy and discharge the same at its own expense.

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

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

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

I have agreed to the above requirements of the Americans with Disabilities Act.

McManimon and Scotland, L.L.C.

By:   
\_\_\_\_\_  
Ronald J. Ianoale, Member

Date: 3/3/08

**2008 - PROFESSIONAL SERVICES AGREEMENT**  
**Between the Township of Willingboro**  
**and Remington & Vernick (Planner)**

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

WHEREAS, Remington & Vernick Engineers are licensed Professional Engineers authorized to practice in the State of New Jersey and is hereafter identified as the Engineer.

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Remington & Vernick Engineers, licensed Professional Engineers of the State of New Jersey as follows:

1. APPOINTMENT. Remington & Vernick Engineers is hereby appointed and retained as Township Planner for the Township of Willingboro relative to planning services.
2. TERM. This appointment shall be through 12/30/08.
3. SERVICE. During the term of this Agreement, the Planner agrees to provide planning services to the Township of Willingboro.
4. COMPENSATION. During the term of this Agreement, the planner shall be compensated in accordance with the fee schedule attached hereto.
5. EQUAL OPPORTUNITY.

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

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

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

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

other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

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

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

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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without



regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

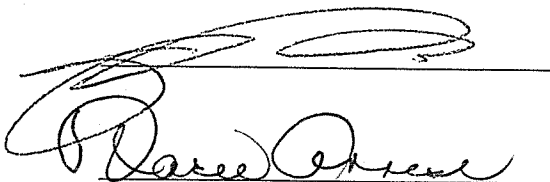
8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any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

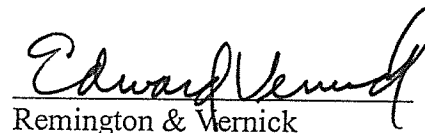
9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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

**In Witness Whereof**, this Agreement has been executed on this \_\_\_\_ day of December, 2007, for the purpose and the term specified herein.

Township of Willingboro

  
\_\_\_\_\_  
Marie Annese, RMC, Twp. Clerk.

  
\_\_\_\_\_  
Remington & Vernick

**Between the Township of Willingboro  
and Uri H. Taenzer, Esq.**

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as Planning Board Solicitor; and

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

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

2. APPOINTMENT. Uri H. Taenzer is hereby appointed and retained as Planning Board Solicitor.

2. TERM. The term of this appointment shall be effective through December 30, 2008 and until a successor is duly appointed and qualified.

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

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

5. EQUAL OPPORTUNITY.

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

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

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

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

Page 2

of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

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

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

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

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

Page 3

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

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

6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

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

9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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

In Witness Whereof, this Agreement has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, for the purpose and the term specified herein.

Mayor  
  
Clerk



**PROFESSIONAL SERVICES AGREEMENT**  
**Between the Township of Willingboro**  
**and Andrew Duclair, Esq.**

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as **Public Defender**; and

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

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

1. APPOINTMENT. Andrew Duclair is hereby appointed and retained as Municipal Prosecutor.

2. TERM. The term of this appointment shall be effective through December 30, 2008.

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

4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the current Salary Ordinance/Resolution plus medical benefits.

5. EQUAL OPPORTUNITY.

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

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

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

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

of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

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

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

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

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

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

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

6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

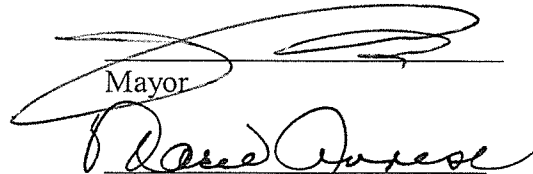
7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

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

9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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

**In Witness Whereof**, this Agreement has been executed on this \_\_\_\_ day of \_\_\_\_\_, 2007, for the purpose and the term specified herein.



Mayor  
Clerk



**Between the Township of Willingboro  
and Kimberly D. Deal, Esq.**

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

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

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

3. APPOINTMENT. Kimberly D. Deal is hereby appointed and retained as Assistant Municipal Prosecutor.

2. TERM. The term of this appointment shall be effective through December 30, 2008 and until a successor is duly appointed and qualified.

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

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

5. EQUAL OPPORTUNITY.

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

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

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

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

of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

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

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

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

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

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

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

6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

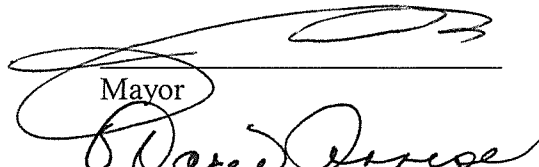

8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any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

9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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

**In Witness Whereof**, this Agreement has been executed on this \_\_\_\_ day of \_\_\_\_\_, 2007, for the purpose and the term specified herein.

  
\_\_\_\_\_

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Clerk



# TOWNSHIP OF WILLINGBORO

*MUNICIPAL COMPLEX ONE SALEM ROAD*

*WILLINGBORO, NEW JERSEY 08046*

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

August 27, 2008

Ms. Dianne Carroll  
Remington & Vernick  
232 Kings Highway East  
Haddonfield, New Jersey 08033

Dear Ms. Carroll:

While going through our records it was noted that we do not have a signed contract for Township Planner. Attached you will find an original and one copy – for signature. Please mail back original and retain the copy for your files.

Thank you.

Since4rely,

Marie Annese, RMC  
Township Clerk

**2008 - PROFESSIONAL SERVICES AGREEMENT**  
**Between the Township of Willingboro**  
**and Remington & Vernick (Planner)**

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

WHEREAS, Remington & Vernick Engineers are licensed Professional Engineers authorized to practice in the State of New Jersey and is hereafter identified as the Engineer.

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Remington & Vernick Engineers, licensed Professional Engineers of the State of New Jersey as follows:

1. APPOINTMENT. Remington & Vernick Engineers is hereby appointed and retained as Township Planner for the Township of Willingboro relative to planning services.
2. TERM. This appointment shall be through 12/30/08.
3. SERVICE. During the term of this Agreement, the Planner agrees to provide planning services to the Township of Willingboro.
4. COMPENSATION. During the term of this Agreement, the planner shall be compensated in accordance with the fee schedule attached hereto.
5. EQUAL OPPORTUNITY.

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

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

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

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

other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

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

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

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

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

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regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

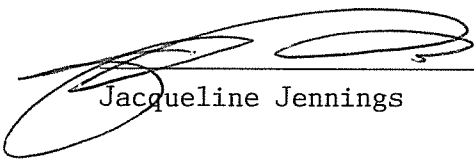
8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any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

9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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

**In Witness Whereof**, this Agreement has been executed on this \_\_\_\_ day of December, 2007, for the purpose and the term specified herein.

Township of Willingboro

  
\_\_\_\_\_  
Jacqueline Jennings

\_\_\_\_\_  
Remington & Vernick

\_\_\_\_\_  
Marie Annese, RMC, Twp. Clerk.

BIRD SALL

Consulting Eng.

No CONTRACT





ZELLER & WIELICZKO, LLP

ATTORNEYS AT LAW

Allen S. Zeller+ Matthew B. Wieliczko\*

December 26, 2007

Via UPS - Overnight Mail

Cristal Holmes-Bowie, Esquire  
The Law Offices of Michael Armstrong  
79 Mainbridge Lane  
Willingboro, New Jersey 08046

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

\*Also Member of NY Bar

\*\*Also Member of PA Bar

+Also Member of DC Bar

RE: Township of Willingboro Zoning Board  
Our File No.: 6623-1

Dear Ms. Holmes-Bowie:

As you know, this Firm is the solicitor for the Township of Willingboro Zoning Board. Pursuant to Michael Armstrong's request, enclosed please find our revised Employment Agreement. It is my understanding that you will provide this document to the Township at the upcoming Special Meeting.

Very truly yours,

*Allen S. Zeller/jey*

ALLEN S. ZELLER, Esquire

ASZ:jey  
Enc.

## EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 28<sup>th</sup> day of September, 2007 by and between the **TOWNSHIP OF WILLINGBORO** (hereinafter referred to as the "Township"), a municipal corporation of the State of New Jersey, Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey 08046, and the law firm of **ZELLER & WIELICZKO, LLP**, or its successor, Woodcrest Pavilion, Ten Melrose Avenue, Suite 400, Cherry Hill, New Jersey, 08003, (hereinafter referred to as "Attorney").

**WHEREAS**, the Township employed Attorney to serve as the Attorney for the Township Zoning Board of Adjustment, tax appeals and police matters (hereinafter collectively "Boards") by duly adopted Resolution No. 2007-184 at its 12/15/07 meeting;

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

1. The Township hereby employs Attorney as its attorney for and during the period commencing December 31, 2007 and ending December 30, 2008, for the performance of legal services hereinafter set forth. Any attorney employed by the Attorney may be assigned by the Attorney to represent said Township.
2. Attorney hereby accepts such employment and agrees to represent the Boards in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the Township, represent its personnel and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Attorney shall give all legal counsel and advice where required by the Boards or any member thereof and shall, in general, serve as the legal advisor to the Boards on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Attorney shall:
  - A. Draft or approve as to form and sufficiency all legal documents and resolutions made, executed or adopted by or on behalf of the Boards.
  - B. With the approval of the Boards, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by the Boards.
  - C. Subject to the approval of the Township Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.

## EMPLOYMENT AGREEMENT

D. Render opinions in writing or verbally upon any question of law submitted to him by the Boards or any member thereof with respect to their official powers and duties, and perform such duties as may be necessary to provide legal counsel to the Boards in the administration of municipal affairs.

E. Attend all regular meetings that are either special meetings, adjourned meetings, or emergency meetings of the Boards.

3. The following duties of the Attorney shall also be covered by this employment contract and shall be billed to the Township on a fee basis billed at the reduced rate of \$150.00 per hour:

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

B. All legal (“employment”) services to be performed as outlined in 2 (A) through 2 (F), as well as all litigation, including, but not limited to, tax court matters, personnel hearings and appeals, trial court matters, and county tax appeals. Any appellate, federal court, foreclosure litigation or extraordinary services not contemplated by this shall also be on a fee basis, to be billed at a reduced rate of \$150.00 per hour.

4. In addition to the above compensation, the Township shall pay for all necessary and reasonable legal costs and expenses incurred or paid out in the performance of the services not included in the retainer. These cost and expenses shall include: filing fees, subpoena cost, deposition cost, postal expenses in excess of \$1.00 per item mail, all certified mail and overnight delivery charges, travel, photocopying and any other necessary expenses.
5. Billing for legal services and costs will be submitted to the Township on a monthly basis and are payable upon receipt.
6. By acceptance of this employment, Attorney shall not be prevented or barred from taking other employment of similar or other character by reason of this Agreement.
7. Services performed by the Attorney or his firm that are billed to an escrow established by the Township to cover legal costs shall be billed at the firm’s regular hourly rate of \$250.00 for such services.

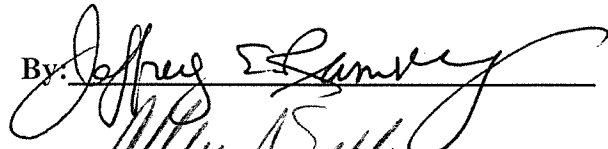

# EMPLOYMENT AGREEMENT

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

ATTEST:

TOWNSHIP OF WILLINGBORO

  
\_\_\_\_\_  
Clerk

By:   
\_\_\_\_\_  
By:   
\_\_\_\_\_  
Allen S. Zeller, Esquire  
Zeller & Wieliczko, LLP  
Woodcrest Pavilion  
Ten Melrose Avenue, Suite 400  
Cherry Hill, New Jersey 08003

# EMPLOYMENT AGREEMENT

## EXHIBIT A

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

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

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

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

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

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

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

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

## EMPLOYMENT AGREEMENT

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

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

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

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

## EMPLOYMENT AGREEMENT

### EXHIBIT "B"

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

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

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

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

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the

## EMPLOYMENT AGREEMENT

CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



**PROFESSIONAL SERVICES AGREEMENT**  
**Between the Township of Willingboro**  
**and Joseph Jacobs, Esq.**

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as **Library Board Solicitor**; and

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

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

1. APPOINTMENT. Joseph Jacobs is hereby appointed and retained as Library Board Solicitor.

2. TERM. The term of this appointment shall be effective through December 30, 2008 and in no case exceed one year.

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

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

5. EQUAL OPPORTUNITY.

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

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

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

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

of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

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

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

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

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

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

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

6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

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

9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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

**In Witness Whereof**, this Agreement has been executed on this \_\_\_\_ day of \_\_\_\_\_, 2007, for the purpose and the term specified herein.

\_\_\_\_\_

\_\_\_\_\_  
Mayor  
*David Arrese*  
Clerk

Page 3

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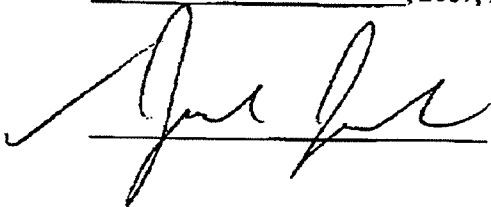
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\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**PROFESSIONAL SERVICES AGREEMENT**  
**Between the Township of Willingboro**  
**and Joseph Jacobs, Esq.**

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as **Library Board Solicitor**; and

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

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4. **COMPENSATION.** During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance/Resolution, plus medical benefits.

5. **EQUAL OPPORTUNITY.**

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

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

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Page 2

of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

**JEFFREY R. SURENIAN AND ASSOCIATES**

~~A-Limited-Liability-Corporation~~

Counselors at Law  
Rivers Edge Professional Building  
2052 Highway 35, Suite 201  
Wall Township, New Jersey 07719  
(732) 449-8811  
Fax (732) 449-8822

Jeffrey R. Surenian, Esq. – Member  
Email – [JRS@Surenian.com](mailto:JRS@Surenian.com)

Michael A Jedziniak, Esq. - Associate  
Email – [MAJ@Surenian.com](mailto:MAJ@Surenian.com)

Erik C. Nolan, Esq. – Associate  
Email – [EN@Surenian.com](mailto:EN@Surenian.com)

Nancy L. Holm, Esq. – Associate  
Email – [NLH@Surenian.com](mailto:NLH@Surenian.com)

December 4, 2007

**Via Overnight Mail**

Marie Annese  
Township Clerk  
Willingboro Township  
One Salem Road  
Willingboro, New Jersey 08046

**RE: RFQ – Special Counsel – COAH/Affordable Housing Matters**

Dear Ms. Annese,

I am in receipt of the Township's Request for Qualifications concerning candidates for Township Special Affordable Housing Counsel. Specifically, the Township seeks the following information with respect to each candidate:

- Section A: Understanding of the Scope of Services to be Provided for the Township
- Section B: Qualifications & Experience
- Section C: Resume & Qualifications of Key Personnel
- Section D: Client/Reference List
- Section E: Conflict of Interest(s)
- Section F: Miscellaneous/Other Information

My response to these items follows:

***Section A: Understanding of the Scope of Services to be Provided for the Township***

---

The Township needs to secure approval of its agreement with Weiss. The Township needs to complete the preparation of a housing element and fair share plan and secure approval of same by the Court or COAH. Other issues concerning affordable housing may arise that require a professional to provide guidance.

***Section B: Qualifications & Experience***

I have enclosed a copy of my *curriculum vitae*, which lists my current municipal clients for your review. See Exhibit A. Indeed, I have worked long and hard for decades in this narrow area of the law to develop an unparalleled reputation. As a result, the attorneys for the municipality, planning board and my adversaries have regularly recommended me for positions as Special Mount Laurel counsel. I know of no other attorney in the state currently representing municipalities that has anything close to 24 years of intensive experience in Mount Laurel matters.

I first became interested in the affordable housing issues facing New Jersey's municipalities when serving as a law clerk to Honorable Eugene D. Serpentelli, one of three judges appointed by the State's Supreme Court to implement the Mount Laurel rulings in the 1980s. Since that clerkship 24 years ago, I have been fortunate enough not only to concentrate my practice in this area, but also to select my client base. . In contrast to other attorneys, who represent both developers and municipalities, I have elected to represent only municipalities. I will not represent developers. My firm prides itself in providing quality representation to roughly 40 municipalities in Mount Laurel matters. Mount Laurel matters so profoundly affect the interest of municipalities that my firm has grown steadily as municipalities seek the best representation to protect their important interests, which includes representation in both Court and COAH proceedings.

In addition to the knowledge of Mount Laurel law that comes from the intensive and extensive experiences discussed above, I have written a treatise on Mount Laurel law, which has been cited by the Supreme Court. I have also coauthored a Chapter on affordable housing law in a more substantial treatise involving all areas of land use in New Jersey. I have also lectured on a regular basis for ICLE, the New Jersey Planning Officials and the New Jersey State League of Municipalities. I also lectured at Harvard University early in my career.

***Section C: Resume and Qualifications of Key Personnel***

The firm has grown steadily and now has four lawyers and is interviewing for a fifth. We have a trained paralegal as well as three clerical workers, inclusive of the third we are hiring this week. I anticipate hiring another legal secretary upon hiring a fifth attorney. The resume of each of the firm's attorneys is attached to the Proposed Contract for Professional Services as Exhibit C.



---

***Section D: Client/Reference List***

---

As for my reputation, I invite you to contact any and all of the many references included. See Exhibit B.

***Section E: Conflicts of Interest***

I know of no current or potential conflicts of interest that my firm may have in performing these services for the Township.

***Section F: Miscellaneous/Other Information***

In addition to the above, I have enclosed as Exhibit C a Proposed Contract for Professional Services should the Township decide to retain my firm's services. The contract is virtually identical to the contracts we have entered in the past.

In closing, I believe I am particularly well-qualified to assist the Township in all areas having to do with affordable housing. I believe that, based on our past association, the Township is aware of my abilities. I would be gratified for my firm to continue as Willingboro's Special Counsel.

Thank you for your consideration of my firm's candidacy.

Yours Very Truly,

Jeffrey R. Surenian

w/ Encl.

**CONTRACT FOR PROFESSIONAL SERVICES**

This Agreement is made this            day of            2008, by and between:

**Township of Willingboro, a municipal corporation of the State of New Jersey**  
Township Hall  
One Salem Road  
Willingboro, New Jersey 08046

hereinafter referred to as "**Township**"

And: **Jeffrey R. Surenian and Associates, LLC**  
707 Union Avenue, Suite 301  
Brielle NJ, 08730

hereinafter referred to as "**Special Counsel**", "**Contractor**" or "**Firm**".

**WITNESSETH:**

1. Township hereby appoints and employs the Special Counsel to assist the Township and its legal counsel in helping the Township address its responsibilities with respect to its affordable housing obligations in proceedings before the New Jersey Council on Affordable Housing (COAH) and any Court.

2. Special Counsel shall bill the Township at the following rates:

- (a) \$175.00 per hour for all time spent by Jeffrey R. Surenian;
- (b) \$150.00 per hour for all time spent by Senior Associates, defined as an attorney with at least three years of experience as an attorney;
- (c) \$140.00 per hour for all time spent by Junior Associates defined as an attorney with less than three years of experience as an attorney; and
- (d) \$70.00 per hour for all paralegal work.

3. Township shall pay all disbursements incurred by Firm at the Firm's normal rate, such as, but not limited to, photocopying and printing expenses (at \$0.25 per page), fax fees (at \$1.00 per page), telephone charges, travel expenses (at \$.35 per mile plus tolls), scanning fees (at \$.25 per page), messenger fees, filing fees, recording fees, etc.

4. Special Counsel shall bill Township on a monthly basis. In the event that the bills exceed the amount budgeted, Township shall either make another appropriation or advise Special Counsel immediately to stop work.

5. Township shall pay all bills within forty five (45) days from date mailed.

6. As a prerequisite to payment, Special Counsel shall complete and execute vouchers provided by the Township in blank, which firm shall be free to submit with each bill so that the bill may be paid upon approval.

7. Statutorily Required Affirmative Actions Clause:

Attached hereto and incorporated herein are:

**Exhibit A**

Mandatory Affirmative Action Language Goods, Professional Services and General Service Contracts, together with Appendix A (Americans with Disabilities Act), and Affirmative Action Compliance Notice;

**Exhibit B**

State of New Jersey Business Registration together with Certificate of Employee Information Report, Insurance Binder and Business Entity Disclosure Statement; and

**Exhibit C**

Jeffrey R. Surenian's Certificate of Good Standing, Michael A. Jedziniak's Certificate of Good Standing, Erik Nolan's Certificate of Good Standing, and Nancy L. Holm's Certificate of Good Standing.

8. Any portion or clause of this Agreement that is deemed unenforceable shall be severed from this Agreement with the surviving portion remaining in full force and effect.

9. The terms of this Contract shall be in effect from January 1, 2008 until December 31, 2008.

**TOWNSHIP OF WILLINGBORO**

ATTEST:

*Rosemarie Caccio*

By *[Signature]*, Mayor

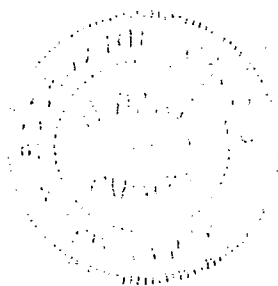
**JEFFREY R. SURENIAN AND ASSOCIATES, LLC**

By *[Signature]*  
Jeffrey R. Surenian, Member

Sworn and subscribed to before me on this 21 day of February, 2008

*Rosemarie Caccio*  
A Notary Public of New Jersey  
My commission expires:

ROSEMARIE CACCIO  
Notary Public, State of New Jersey  
My Commission Expires  
November 29, 2010



31, 2008.

9. The terms of this Contract shall be in effect from January 1, 2008 until December

TOWNSHIP OF WILLINGBORO

ATTEST:

*David Harris*

By *Jacqueline Jennings*  
Jacqueline Jennings, Mayor

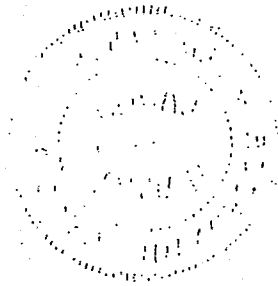
JEFFREY R. SURENMAN AND ASSOCIATES, LLC

By *Jeffrey R. Surenman*  
Jeffrey R. Surenman, Member

Sworn and subscribed to before me on  
this 21 day of February, 2008

*Rosemarie Caccio*  
A Notary Public of New Jersey  
My commission expires:

ROSEMARIE CACCIO  
Notary Public, State of New Jersey  
My Commission Expires  
November 29, 2010



RESOLUTION NO. 2007 - 185

Award of Bid Based on Quote  
Hertz Furniture Systems  
For Seventy-four (74) Police Lockers

WHEREAS, the Willingboro Police Department requested and received three (3) quotes from three (3) vendors for the purchase of seventy-four (74) Police Lockers; and

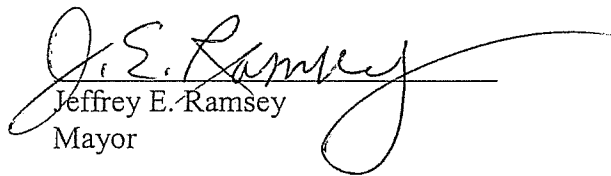
WHEREAS, the Willingboro Police Department reviewed the cost of the merchandise and recommended acceptance of the quote obtained from Hertz Furniture Systems, PO Box 803, Mahwah, New Jersey 07430 in the amount of \$20,720.00; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid/quote of Hertz Furniture Systems as per the attached recommendation of Captain Dimitri dated December 13, 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 15<sup>th</sup> day of December, 2007, that the bid/quote be accepted as per the attached recommendation; and

BE IT FURTHER RESOLVED, that the bid/quote 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"/>			

**Willingboro Township Police Department**  
**Willingboro, New Jersey 08046**

**TO:** Joanne Diggs, Acting Township Manager  
**FROM:** Captain Donna Dimitri  
**RE:** Lockers – Police Department  
**DATE:** December 13, 2007

---

The Police Department would like to purchase new lockers for the men's and women's locker rooms. The new lockers will replace 30-year-old lockers, which are in a state of disrepair.

The attached quotes have been obtained from three vendors.

- Hertz Furniture Systems  
PO Box 803  
Mahwah, NJ 07430
  
- Nickerson Corporation  
745 Poole Avenue, Ste. #18  
Hazlet, NJ 07730
  
- Penco  
John Wisse  
195 Shady Lane  
Wexford, PA 15090

The recommendation is to purchase the lockers from Hertz Furniture Systems. Their quote to purchase 74 lockers is \$20,720.00. This includes delivery, setup and removal of all debris. Ramona Barrientos indicated a Council Resolution is required in order for the Police Department to make this purchase.

C: G. Rucker



41851051  
-cell

HERTZ FURNITURE SYSTEMS  
 PO BOX 803  
 MAHWAH, NJ 07430  
 U.S.A.  
 Phone: 800-526-4677  
 Fax: 800-842-9290

Quote Number  
 369210-000

Q U O T A T I O N

Date  
 11/28/07

Page  
 2

Customer:  
 WILLINGBORO POLICE DEPT  
 DAVE RETZKO  
 1 SALEM RD

Ship To:  
 WILLINGBORO POLICE DEPT  
 DAVE RETZKO  
 1 SALEM RD

WILLINGBORO, NJ 08046  
 J.S.A.

WILLINGBORO, NJ 08046  
 U.S.A.

Entered...: 11/21/07 Salesperson.: Jeff Weisenberg  
 Cust P.O.....:

Order Qty	Item Description	U/M	Disc	Price	Extension
1.00	999 86 LOCKERS - PIECES SHOWN BELOW	EA		19,348.0000	19,348.00
<u>86.00</u>	999 NPN VANGUARD BOX OVER	EA		.0000	.00
9.00	999 NPN FINISHED END PANELS	EA		.0000	.00
4.00	999 661173C VERTICLE ANGLE FILLER	EA		.0000	.00
4.00	999 661212C WALL ANGLE SLIP JOINT	EA		.0000	.00
12.00	999 66700H FRONT ZEE BASE 4"	EA		.0000	.00
21.00	999 66705H SPLICE/END ZEE BASE 4"	EA		.0000	.00
60.00	999 60092C REAR LEG ZEE BASE 4"	EA		.0000	.00
1.00	999 NET SETUP	EA		.0000	.00
1.00	FREIGHT	EA		.0000	.00
1.00	INSTAL DELIVERY, SETUP, AND REMOVAL OF ALL DEBRIS	EA		2,500.0000	2,500.00

*\* changed to 74 lockers*

FOR OPTIONAL BENCHES(4) PLEASE  
 ADD AN ADDITIONAL \$795

Continued . . .



HERTZ FURNITURE SYSTEMS  
PO BOX 803  
MAHWAH, NJ 07430

U.S.A.  
Phone: 800-526-4677  
Fax: 800-842-9290

Quote Number 369210-000  
Customer: WILLINGBORO POLICE DEPT  
DAVE RETZKO  
1 SALEM RD  
WILLINGBORO, NJ 08046  
U.S.A.  
Entered...: 11/21/07  
Cust P.O.....:  
Salesperson.: Jeff Weisenberg

Ship To:  
WILLINGBORO POLICE DEPT  
DAVE RETZKO  
1 SALEM RD  
WILLINGBORO, NJ 08046  
U.S.A.

Q U O T A T I O N  
Date 11/28/07  
Page 3

Order Qty	Item Description	U/M	Disc	Price	Extension
-----------	------------------	-----	------	-------	-----------

TO THE ORDER TOTAL

\*\*\*\*\*  
\*\*\*\*\*

FOR OPTIONAL SLOPE TOPS PLEASE  
ADD AN ADDITIONAL \$2200

TO THE ORDER TOTAL

\*\*\*\*\*  
\*\*\*\*\*

PRICING VALID ONLY IF ORDER IS  
RECEIVED BEFORE DEC 27, 2007

Material Total: 21,848.00

Total Quote: 21,848.00

Continued . . .

HERTZ FURNITURE SYSTEMS  
PO BOX 803  
MAHWAH, NJ 07430

U.S.A.  
Phone: 800-526-4677  
Fax: 800-842-9290

Quote Number  
369210-000

Q U O T A T I O N

Date  
11/28/07

Page  
4

Customer:  
WILLINGBORO POLICE DEPT  
DAVE RETZKO  
1 SALEM RD

Ship To:  
WILLINGBORO POLICE DEPT  
DAVE RETZKO  
1 SALEM RD

WILLINGBORO, NJ 08046  
U.S.A.

WILLINGBORO, NJ 08046  
U.S.A.

Entered...: 11/21/07  
Cust P.O.....:

Salesperson.: Jeff Weisenberg

Order Qty	Item Description	U/M	Disc	Price	Extension
-----------	------------------	-----	------	-------	-----------

Tailgate Truck Delivery means delivery is made at tailgate of truck.  
The truck driver is not responsible to bring the furniture inside.

\*\*\* PLEASE ASK ABOUT OUR LEASING PLANS \*\*\*

We do our best to make sure that your order is correct. Please review this order to confirm that the model #, color, quantity, size and price are correct. If all the information is accurate, please sign and fax back to me.  
If there is a discrepancy, please call me so that we may correct the error and process your order.

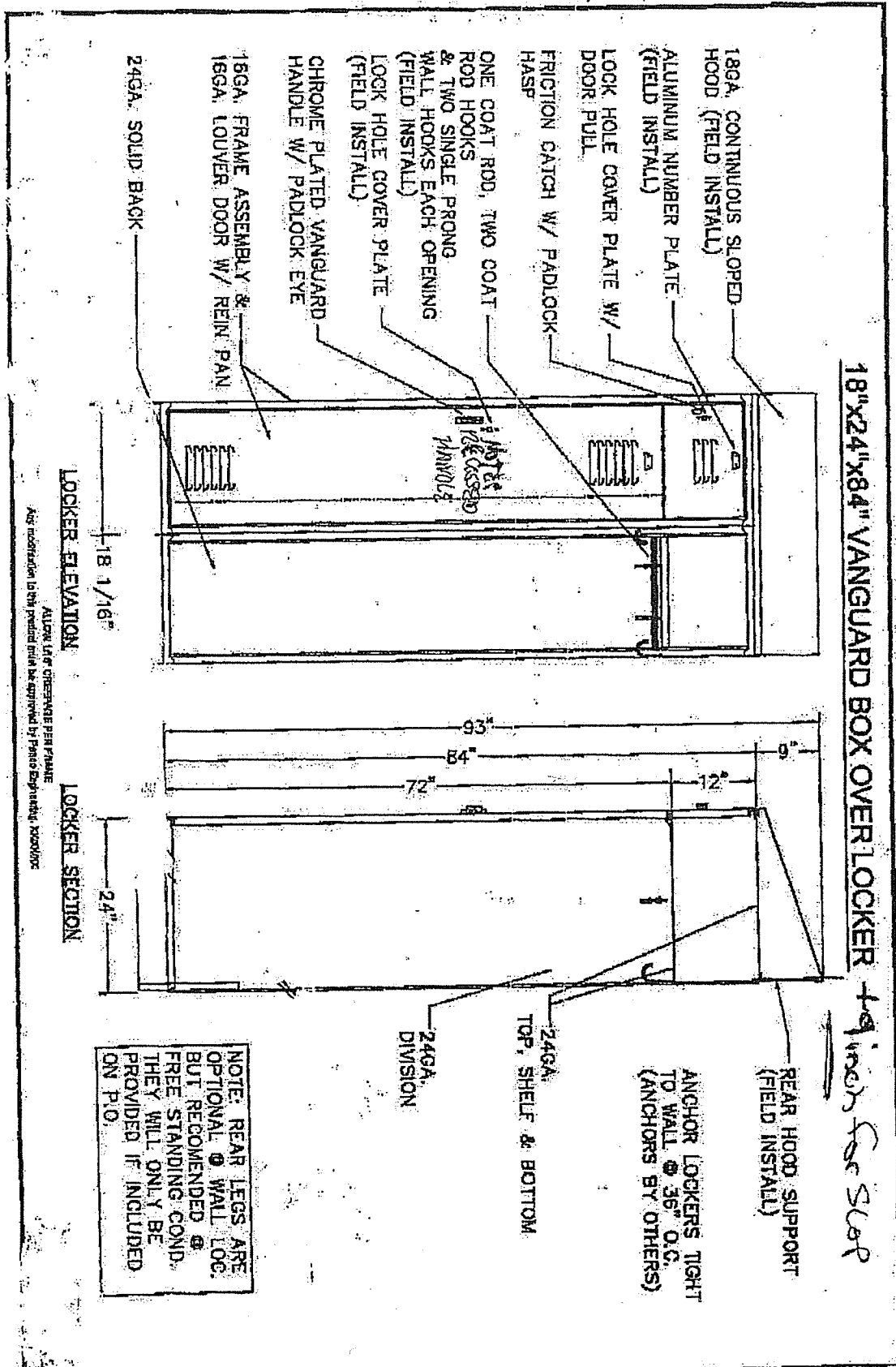
I have read and understand the terms and conditions listed above.

Sign: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Alt Phone # (Mobile or work) \_\_\_\_\_

# HERTZ FURNITURE SYSTEMS

PO. BOX 803, 95. MCKEE DRIVE, MAHWAH, NJ. 07430 | 800-526-4677 | FAX 800-842-9290



# Estimate

Page 1 of 1

Sold To  
Hertz  
USA  
Phone:  
Fax:

Estimate is based on information provided and is subject to adjustment. Not valid beyond 30 days. Freight, installation and taxes are extra unless itemized.

**Ship To:**

Phone:  
Fax:

*Lockers*



**John Wisse**  
195 Shady Lane  
Wexford, PA 15090  
Phone: 412-979-2886  
Fax: 724-933-8966

Email: john.wisse@penco-products.com

ESTIMATE NO	ACTIVITY DATE	PROJECT NAME	FREIGHT TERMS			CUSTOMER CONTACT					
	11/21/2007	Willingboro Police									
QTY.	U/M	CAT NUM	W	D	H	COLOR	LEGS	DESCRIPTION	EXT. WT	LIST PRICE	EXT. PRICE
86		NPN	18	24	.84			VANGUARD - BOX OVER	8,084	\$435.25	\$37,431.50
9		NPN	12	24	.84			FINISHED END PANELS	315	\$157.80	\$1,420.20
4	Ea.	661173C			90			VERTICAL ANGLE FILLER	54	\$49.10	\$196.40
4	Ea.	661212C			90			WALL ANGLE (SLIP JOINT)	20	\$50.85	\$203.40
12	Ea.	66700H	72		90			ZEE BASE FRONT, 4"	132	\$42.95	\$515.40
21	Ea.	66705H		24	4			ZEE BASE SPlice/END 4"	59	\$28.10	\$590.10
60	Ea.	60092C			13			ZEE BASE REAR LEG FOR 4"	30	\$2.70	\$162.00

# Estimate

Page 1 of 1

**Sold To**  
 Hertz  
 USA  
 Phone:  
 Fax:

**Ship To:**  
 Phone:  
 Fax:

Estimate is based on information provided and is subject to adjustment. Not valid beyond 30 days. Freight, installation and taxes are extra unless itemized.



**John Wisse**  
 195 Shady Lane  
 Wexford, PA 15090  
 Phone: 412-979-2886  
 Fax: 724-933-8966  
 Email: john.wisse@pencoproducts.com

*Slope top*

ESTIMATE NO	ACTIVITY DATE	PROJECT NAME	DESCRIPTION				EXT. WT	LIST PRICE	EXT. PRICE		
	11/21/2007	Willingboro - Slope hood option									
PENCO CUST ID	DATE REQUESTED	FREIGHT TERMS	CUSTOMER CONTACT								
QTY.	U/M	CAT NUM	W	D	H	COLOR	LEGS	DESCRIPTION	EXT. WT	LIST PRICE	EXT. PRICE
23	Ea.	66156H	72	24	9			SLOPE HOOD 18GA	644	\$123.40	\$2,838.20
23	Ea.	66172C		24				SPLICE ASSEMBLY	39	\$19.25	\$442.75
46	Ea.	66070	4	12-24	5-9			UNIVERSAL HOOD SUPPORT; FITS 12"-24" DEEP	28	\$6.15	\$282.90
9	Ea.	66166H	LH	24	9			SLOPE END LH	29	\$13.00	\$117.00
9	Ea.	66167H	RH	24	9			SLOPE END RH	29	\$13.00	\$117.00

# Estimate

Page 1 of 1

Sold To  
Hertz  
USA  
Phone:  
Fax:

Estimate is based on information provided and is subject to adjustment. Not valid beyond 30 days. Freight, installation and taxes are extra unless itemized.

**Ship To:**

Phone:  
Fax:

*Benches*



**John Wisse**  
195 Shady Lane  
Wexford, PA 15090  
Phone: 412-979-2886  
Fax: 724-933-8966  
Email: john.wisse@pencoproducts.com

ESTIMATE NO	ACTIVITY DATE	PROJECT NAME	FREIGHT TERMS			CUSTOMER CONTACT	EXT. WT	LIST PRICE	EXT. PRICE
	11/21/2007	Willingboro - bench option							
PENCO CUST ID	DATE REQUESTED								
QTY. U/M	CAT NUM	W	D	H	COLOR	LEGS	DESCRIPTION		
1 3	Ea.	9606	120	9-1/2	1-1/4		LOCKER ROOM BENCH	126 \$271.65 \$814.95	
2 1	Ea.	9605	108	9-1/2	1-1/4		LOCKER ROOM BENCH	38 \$244.60 \$244.60	
3 12	Ea.	60822H			16-1/4		PEDESTAL, LOCKER BENCH, TUBE	60 \$42.85 \$514.20	



745 Poole Avenue, Ste. #18  
Hazlet, NJ 07730  
(732) 264-0770 / Fax (732) 264-3332

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**FURNITURE, EQUIPMENT & DESIGN SERVICE**

December 5, 2007

**RE: WILLINGBORO POLICE STATION**

**QUOTATION**

Furnish and install KD lockers as manufactured by List Industries:

- (88) 18" x 24" x 84" single-tier Classic KD Specialty Lockers (176 openings), with 16 gauge locker door, 18 gauge upper compartment door, 24 gauge solid body components, stainless steel recessed handle, multi-point latching, continuous piano hinges, slope top, boxed end panels and required fillers. Lockers to be installed on metal bases. If metal bases are not to be used see "deduct" note below.

DELIVERED AND INSTALLED

\$41,465.00

**DEDUCT:**

If metal base is not required deduct \$1,100.00 from total price.

**Locker Exclusions:**

- Concrete base / Sleepers
- Benches / Pedestals
- Locks
- Locker furring / Blocking
- Steel angle bench support

**General Exclusions:**

- Dumpster (by GC)
- Taxes / Bonds / Allowances / Permits / Governmental fees & inspections
- Removal/Relocation/Disposal of any existing equipment unless otherwise noted
- Refurbishing of existing equipment unless otherwise noted
- Items / Quantities not specifically listed above
- OCP insurance policies
- Area preparation

Price must be re-quoted after 30 days due to extreme fluctuations in raw material costs and based on delivery in the 1st quarter of 2008. Lead time is approximately 8-10 weeks after receipt of order and all necessary approvals. All materials to be manufacturer's 100% standard construction, finish, and warranty. Work to be done by non-union installers at prevailing wages. All terms and conditions of this quotation to become part of the subcontract agreement based on AIA Document A401 - 1997.

Very truly yours,

Michael Hess  
Cell: 856.816.8275

RESOLUTION NO. 2007 – 186

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO  
AUTHORIZING PROFESSIONAL SERVICE CONTRACTS WITH  
PROFESSIONALS**

---

**WHEREAS**, the Township of Willingboro requires the services of various professional service providers; and

**WHEREAS**, professional services are exempt from the requirement of public bidding pursuant to N.J.S.A.40A:11-5; and

**WHEREAS**, the Township of Willingboro has found it advisable to select professionals primarily on the basis of qualification including qualifications uniquely suited to the needs of the Township of Willingboro; and

**WHEREAS**, the Township of Willingboro has determined that it is appropriate to implement a fair and open process for the awarding of professional service contracts; and

**WHEREAS**, the Township Council of the Township of Willingboro in accordance the fair and open process has publicly noticed, solicited statements of qualifications, reviewed all submissions and interviewed qualified candidates for the professional positions; and

**WHEREAS**, the Township Council of the Township of Willingboro has determined to make appointments to the professional positions advertised and reviewed;

**NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:**

1. In accordance with N.J.S.A. 40A:11-5, the Township Council of Willingboro, assembled in public session this 28<sup>th</sup> day of December, 2007, hereby directs and authorizes the Mayor and Clerk to execute Professional Service Agreement with the following professional for the following position:

John Collins, Esq. Municipal Prosecutor in accordance with salary ord.

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

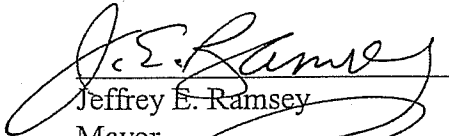
3. The contract shall be paid in accordance with the salary ordinance.



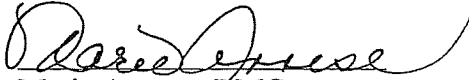
Res. No. 2007 - 186

4. The contract shall be effective from December 30, 2007 to December 31, 2008.
5. A notice of this action shall be printed once in the Burlington County Times.

TOWNSHIP OF WILLINGBORO

  
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"/>			

**PROFESSIONAL SERVICES AGREEMENT**  
**Between the Township of Willingboro**  
**and John E. Collins, Esq.**

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as **Municipal Prosecutor**; and

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

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

1. APPOINTMENT. John E. Collins is hereby appointed and retained as Municipal Prosecutor.

2. TERM. The term of this appointment shall be effective through December 30, 2008 and until a successor is duly appointed and qualified.

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

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

5. EQUAL OPPORTUNITY.

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

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

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

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

of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

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

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

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

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

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

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

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

6. **New Jersey Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

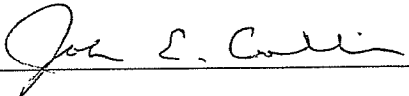
7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

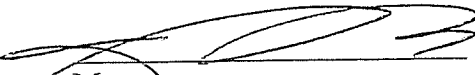

8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any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

9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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

**In Witness Whereof**, this Agreement has been executed on this \_\_\_\_ day of \_\_\_\_\_, 2007, for the purpose and the term specified herein.

  
\_\_\_\_\_

  
\_\_\_\_\_  
Mayor  
  
\_\_\_\_\_  
Clerk

RESOLUTION NO. 2007 - 187

**A RESOLUTION INCREASING CONTRACT OF JERSEY PROFESSIONAL MANAGEMENT - RECRUITMENT OF TOWNSHIP MANAGER AND DIRECTOR OF PUBLIC SAFETY**

WHEREAS, the Township Council of the Township of Willingboro awarded a contract to Jersey Professional Management on May 22, 2007 as per Resolution No. 2007 - 82; and

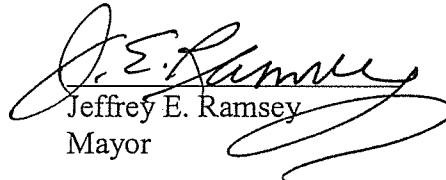
WHEREAS, said contract called for an amount not to exceed \$22,000.00; and

WHEREAS, the contract also stated that the Township would be responsible for the cost of advertisement for the positions and those funds were not included as part of the contract price; and

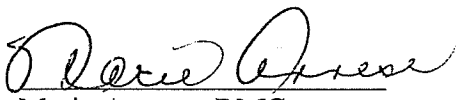
WHEREAS, it has been determined that the cost of advertisement for the positions amounts to \$5,555.00; and

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 28<sup>th</sup> day of December, 2007, that the contract amount be increased by an amount not to exceed \$5,555.00 to cover cost of advertisements.

  
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: 12/28/07  
Resolution Number: 2007-187

Vendor: JERSE020 JERSEY PROFESSIONAL MANAGEMENT  
23 NORTH AVE, EAST  
CRANFORD, NJ 07016

Contract: 07-00001 Jersey Prof Mgmt-Recruituing  
Service

Account Number	Amount	Department Description
7-01-20-110-110-131	5,555.00	MAYOR & COUNCIL
Total	5,555.00	

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

*Barbara L. Schmitt*  
\_\_\_\_\_  
ACTING Chief Financial Officer

Advertising July

1) 2137.68 Mgr  
 2144.68 DPS

4282.36

2) 1272.06 Add Adv. Mgr

\$554.42

**OF WILLINGBORO**

LEX ONE SALEM ROAD  
 NEW JERSEY 08046  
 FAX (609) 835-0782

The contract for Jersey Professional Management (Res. 2007 - 82) called for an amount not to exceed \$22,000 (Manager \$10,500 and Public Safety Director \$10,500. – amount adjusted down for the original \$11,500 each by Mr. D. Mason.). According to the contract, top of page 2, **Township will also be responsible for costs of advertising – either directly or through reimbursement.**

Date of Service	Amount	Signed Off
7/09/07	\$2,450	Yes (Recruitment Mgr. – 1 <sup>st</sup> payment)
	\$2,300	Yes (Recruitment DPS – 1 <sup>st</sup> payment)
7/11/07	\$2,137.68	Yes (Advertising Mgr.)
	\$2,144.68	Yes (Advertising DPS)
7/24/07	\$2,200	Yes (1 <sup>st</sup> batch DPS)
	\$2,350	Yes (1 <sup>st</sup> batch Mgr)
8/07/07	\$2,100	Yes (2 <sup>nd</sup> batch DPS)
	\$2,250	Yes (2 <sup>nd</sup> batch Mgr.)
8/29/07	\$2,000	Yes (Selection of semi-finalists DPS)
8/29/07	\$1,150	Yes (Selection of semi-finalists Mgr)
<b>PAID TO DATE</b>	<b>\$21,082.36</b>	
10/17/07	\$1,000	No (Selection of finalists DPS)
	\$1,250	No (Selection of finalists Mgr)
	\$1,272.06	No (Add'l Advertisement Mgr)
<b>YET TO BE PAID</b>	<b>\$3522.06</b>	<b>- WHEN PAID TOTAL WILL BE \$24,604.42</b>

1950  
26554.42

RESOLUTION NO. 2007 – 82

Whereas, Willingboro Township Council has determined that the service of a municipal recruiting service is needed to assist the governing body in the process of recruiting, interviewing, selecting and hiring a Township Manager and a Director of Public Safety; and

Whereas, the Willingboro Township Council advertised for Request for Qualifications and received a response from one professional municipal recruiting firm; and

Whereas, Jersey Professional Management, 23 North Avenue East, Cranford, New Jersey submitted a proposal for services as a professional municipal recruiting firm; and

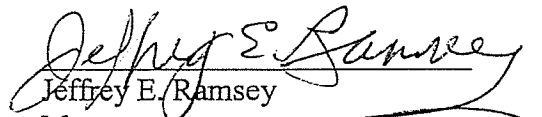
Whereas, the Willingboro Township Council has determined that they will designate Jersey Professional Management as an appropriate recruiter for the provision of said services; and

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

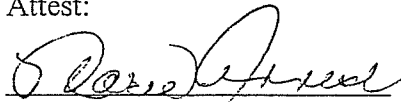
Whereas, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection; and

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

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 22<sup>nd</sup> day of May, 2007, that the Township of Willingboro will retain the services of Jersey Professional Management for a sum not to exceed \$22,000.00.

  
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"/>			



**CONTRACT FOR PROFESSIONAL SERVICES**

BETWEEN The Township of Willingboro, in the County of Burlington of the State of New Jersey; hereinafter designated as "Township"

AND JERSEY PROFESSIONAL MANAGEMENT, 23 North Avenue East, Cranford, New Jersey 07016, hereinafter designated as "Corporation."

THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants, the Township and the Corporation agree as follows:

1. **Scope of Services.** The Corporation is hereby retained for the purpose of recruiting a Director of Public Safety to be employed by the Township of Willingboro.

2. **Terms and Conditions.** This contract shall cover a one year period from the date of its execution, with the following services to be provided:

Interview Township Officials to establish a job description, prepare a duties and responsibilities outline, advertising, recruiting prospects, interviewing, presenting candidates at final interviews, negotiating terms and conditions of employment, completing a written compensation package and list goals and priorities.

3. **Consideration.** For the services outlined above and services incidental thereto the Corporation will be paid a flat fee of \$10,500.

The fee payment schedule for the flat fee of \$10,500 shall be as follows:

\$2,300	1st payment upon beginning the recruitment.
2,200	2nd payment upon submission of 1 <sup>st</sup> batch of resumes.
2,100	3rd payment upon submission of 2 <sup>nd</sup> batch of resumes.
2,000	4th payment upon selection of semi-finalists.
1,000	5th payment upon selection of finalists
900	6th payment upon hiring
<u>\$10,500</u>	<b>Total Fee</b>

The Township will also be responsible for direct costs of advertising the position of Director of Public Safety. The Township will either pay these charges directly to the newspapers and publications providing these advertising services or reimburse the Corporation should the Corporation pay these charges on the Township's behalf.

Bills for the recruiting services shall be submitted on vouchers and paid in the same manner as other obligations of the Township.

4. **Assignment.** This contract shall not be assigned by the Corporation.

5. **Special Provisions.**

(a) The Corporation agrees to perform the services as outlined and supply copies of job descriptions, job interviews, advertising and any other written material prepared by it.

(b) Payment for direct costs of advertising shall be the responsibility of the Township. The Township will either pay these charges directly to the newspapers and publications providing these advertising services or reimburse the Corporation should the Corporation pay these charges on the Township's behalf.

(c) It is understood and agreed that the Township may terminate the within contract at any time and for any reason whatsoever, provided that the Corporation is paid for services rendered up to the date of termination.

(d) The Township agrees to pay the Corporation a placement fee of \$10,500 if the Corporation's Staff Associate is hired by the Township, either during the term of this contract, or within three (3) years of the conclusion of the services provided under this agreement.

6. **Affirmative Action Requirements:**

Pursuant to P.L. 1975, c. 127 (N.J.S.A. 10:5-31, et seq.), the parties to this Agreement incorporate herein the mandatory language of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-7.4(a) promulgated by the Treasurer of the State of New Jersey, as those sections shall be

amended and supplemented from time-to-time and the Corporation agrees to comply fully with the terms, provisions and obligations of those administrative directives, failing which this Agreement shall be deemed null and void. The Corporation avers that it has less than 50 employees and has completed an Affirmative Action Affidavit certifying its compliance with the requirements of P.L. 1975, c. 127; and that in the event its work force increases beyond 50 employees, it will contact the State Affirmative Action Office and complete an Employee's Information Report.

The Corporation agrees to and shall comply with all of the other rules, regulations, provisions and requirements of the State and Federal Government applicable to this Agreement, which are now in force or may hereinafter be promulgated, and with all of the provisions of the Resolution which are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their corporate seal to be hereto affixed, this      day of      , \_\_\_\_\_.

ATTEST:

Township of Willingboro

\_\_\_\_\_

By \_\_\_\_\_

ATTEST:

JERSEY PROFESSIONAL MANAGEMENT

\_\_\_\_\_

By \_\_\_\_\_  
Daniel J. Mason, President

✓

RESOLUTION NO. 2007-188  
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING  
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

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

WHEREAS, a request has been made of the Township Council assembled in public session on this 28<sup>th</sup> day of December 2007, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

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

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

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

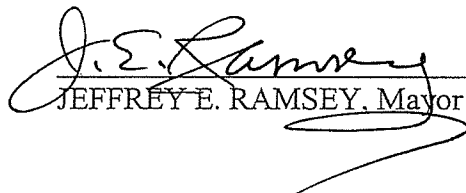
**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to Discuss Contract Negotiations still pending - LESA, FOP, TRAFFIC GUARDS, Special Police & Public Works

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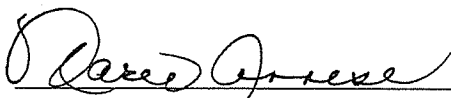
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**BE IT FURTHER RESOLVED** that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A.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

TOWNSHIP OF WILLINGBORO

  
\_\_\_\_\_  
JEFFREY E. RAMSEY, Mayor

Attest:

  
\_\_\_\_\_  
Marie Annese, RMC  
Clerk