

RESOLUTION NO. 2006 – 60

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

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**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,

**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 7<sup>th</sup> day of June, 2006, hereby directs and authorizes the Mayor and Clerk to execute Professional Service Agreement with the following professionals for the following positions:

Michael Armstrong	<b>Township Attorney, in accordance with Salary Ord./Res</b>
John E. Collins	<b>Municipal Prosecutor, in accordance with Salary Ord./Res.</b>
Stephen E. Ryan Acting for Edmund D. Bowman	<b>Township Auditor, not to exceed \$70,000</b>
Edward J. McManimon, Scotland & McManimon	<b>Bond Counsel, Other than Capital not to exceed \$5,000.</b>
Remington & Vernick	<b>Township Planner, Other than Escrow Senior Planner rate at \$120 per hr.</b>
Remington & Vernick	<b>Township Engineers, Not to exceed Principal rate of \$150 per hr.</b>

Res. No, 2006 – 60 cont'd

Uri H. Taenzer            **Planning Board Attorney, in accordance with Salary Ord./Res.**

Joseph Jacobs, Esq.   **Library Board Attorney, in accordance with Salary Ord./Res.**

Donald R. Chierici, Jr. **Bd. of Fire Commissioners Attorney, not to exceed \$7,000**

Paulette Brown        **Special Counsel Labor, not to exceed \$75,000**

Jeffrey R. Surenian    **Special Counsel COAH, not to exceed \$60,000**

Zeller & Bryant        **Tax Appeal, Zoning Board Attorney and Special Counsel Police/Other, not to exceed \$30,000.**

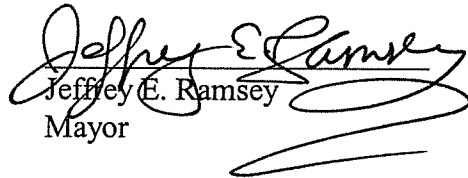
Heyer Gruell & Assoc. **COAH Planning Consultant/Expert, not to exceed \$150.00\ per hr.**

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 expire on December 31, 2006.

4. 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"/>			

## Certification of Availability of Funds

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

Resolution Date: 6/7/06

Resolution Number: 2006-60

Vendor: Various Professional Service Contracts

Account Number	Amount	Department
6-01-20-155-000-020	See Resolution	Legal
6-01-20-135-000-020	70,000.00	Auditor

Only amounts for the 2006 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer

TOWNSHIP OF WILLINGBORO  
Detail Vendor Activity Report By Vendor Id

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 Vendor Range: SURENIAN to SURENIAN      Report Type: All  
 Threshold Amount:                    0.00      Status: Active      Include Tax Id: Y      Include Invoice: Y      Bid: Y      State: Y      Other: Y  
 Date Range Type: Both              Encumbrance Date Range: 01/01/05 to 06/07/06      Paid Date Range: 01/01/06 to 06/07/06  
 =====

Vendor # Name	Status	1099 Type	Tax Id	1099
Enc Date P.O. # Item Description		Charge Account	Amount	Prch. Type Status
SURENIAN JEFFREY R. SURENIAN & ASSOC.	Active		270 119 443-000	
12/30/05 05-03578 1 OCTOBER 2005		5-01-20-155-000-131	514.75	Other Pd Ck: 13814 01/31/06 Invoice: OCT 2005
01/11/06 06-00091 1 PROFESSIONAL SERVICES NOV 2005		5-01-20-155-000-299	4,940.25	Other Pd Ck: 14018 02/28/06 Invoice: NOV 2005
02/07/06 06-00417 1 SERVICES RENDERED DEC 2005		5-01-20-155-000-299	2,408.46	Other Pd Ck: 14018 02/28/06 Invoice: 12-1-5/12-31-5
03/07/06 06-00679 1 SVCS RENDERED JAN 2006		6-01-20-155-000-131	15,522.50	Other Pd Ck: 14213 03/31/06 Invoice: 1-1-06 /1-31-06
04/06/06 06-00963 1 SERVICES RENDERED FEB 2006		6-01-20-155-000-131	10,280.37	Other Pd Ck: 14415 04/30/06 Invoice: 2/01/06-2/28/06
05/09/06 06-01274 1 LEGAL SVCS RENDERED 3/1-31/06		6-01-20-155-000-131	4,078.37	Other Pd Ck: 14610 05/31/06 Invoice: 3/1-31/06

	Bid	State	Other	All
Total Open:	0.00	0.00	0.00	0.00
Total Paid:	0.00	0.00	37,744.70	37,744.70
Vendor Total:	0.00	0.00	37,744.70	37,744.70

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 Total Vendors:      1      Total Open:                    0.00      Total Paid:                    37,744.70      Total Open & Paid:                    37,744.70  
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2002	2003	Township Council		2005 Estimate	Object of Expenditure	Department Director Request	Township Manager's Recommended	Township Council Approved
		2004 Estimate	Approved					
\$78,756	\$63,720	\$78,293	\$109,938	\$109,931	Salary and Wages	\$110,488	\$110,488	\$110,488
<b>\$78,756</b>	<b>\$63,720</b>	<b>\$78,293</b>	<b>\$109,938</b>	<b>\$109,931</b>	Temporary-Part-time	\$110,488	\$110,488	\$110,488
					<b>Total</b>	<b>\$110,488</b>	<b>\$110,488</b>	<b>\$110,488</b>
\$695	\$695	\$711	\$1,000	\$711	<b>Other Expenses</b>			
\$0	\$0	\$553	\$2,000	\$450	Awards and Dues	\$1,000	\$1,000	\$1,000
\$1,369	\$2,000	\$2,000	\$2,000	\$2,000	Travel	\$2,000	\$2,000	\$2,000
<b>\$2,064</b>	<b>\$2,695</b>	<b>\$3,264</b>	<b>\$5,000</b>	<b>\$3,161</b>	Other Miscellaneous	\$2,000	\$2,000	\$2,000
					<b>Total</b>	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>
\$58,881	\$110,746	\$97,500	\$235,250	\$235,250	<b>Professional and Contractual</b>			
\$3,505	\$12,861	\$15,000	\$0	\$0	Special Projects Council	\$125,000	\$125,000	\$125,000
\$0	\$30,668	\$25,000	\$0	\$0	Legal Service - Assessor	\$0	\$0	\$0
\$0	\$6,000	\$75,000	\$35,000	\$35,000	Legal Services Police	\$0	\$0	\$0
<b>\$62,386</b>	<b>\$160,274</b>	<b>\$212,500</b>	<b>\$270,250</b>	<b>\$270,250</b>	Labor Negotiations	\$100,000	\$100,000	\$100,000
					<b>Total</b>	<b>\$225,000</b>	<b>\$225,000</b>	<b>\$225,000</b>
\$143,206	\$226,689	\$294,057	\$385,188	\$383,342	<b>Legal Services</b>	\$340,488	\$340,488	\$340,488

RESOLUTION NO. 2006 – 60

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AUTHORIZING PROFESSIONAL SERVICE CONTRACTS WITH  
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**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,

**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:**

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Michael Armstrong	<b>Township Attorney, in accordance with Salary Ord./Res</b>
John E. Collins	<b>Municipal Prosecutor, in accordance with Salary Ord./Res.</b>
Stephen E. Ryan Acting for Edmund D. Bowman	<b>Township Auditor, not to exceed \$70,000</b>
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Res. No, 2006 – 60 cont'd

Uri H. Taenzer            **Planning Board Attorney, in accordance with Salary Ord./Res.**

Joseph Jacobs, Esq.   **Library Board Attorney, in accordance with Salary Ord./Res.**

Donald R. Chierici, Jr. **Bd. of Fire Commissioners Attorney, not to exceed \$7,000**

Paulette Brown        **Special Counsel Labor, not to exceed \$75,000**

Jeffrey R. Surenian    **Special Counsel COAH, not to exceed \$60,000**

Zeller & Bryant        **Tax Appeal, Zoning Board Attorney and Special Counsel Police/Other, not to exceed \$30,000.**

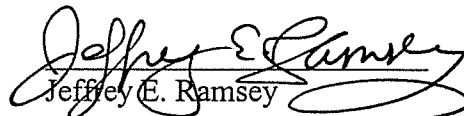
Heyer Gruell & Assoc. **COAH Planning Consultant/Expert, not to exceed \$150.00\ per hr.**

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 expire on December 31, 2006.

4. 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"/>			

TO: Cristal Holmes Bowie, Esq.

FROM: Marie Annese, RMC

DATE: August 11, 2006

SUBJECT: Contracts

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Attached is a copy of Resolution No. 2006 – 60 regarding professional contracts.

Also attached, for your review and approval are copies of the contracts – with the exception of Stephen Ryan for Bowman & Co., Jeffrey Surenian and Heyer Gruell & Assoc.

Heyer Gruell & Associates – I never had a contract.

Thank you.



RESOLUTION NO. 2006 – 59

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE APPOINTMENT OF MUNICIPAL ATTORNEY, MUNICIPAL PROSECUTOR, TOWNSHIP AUDITOR, BOND COUNSEL, TOWNSHIP PLANNER, PLANNING BOARD ATTORNEY, TAX APPEAL ATTORNEY, ZONING BOARD ATTORNEY, LIBRARY BOARD ATTORNEY, BOARD OF FIRE COMMISSIONERS ATTORNEY AND SPECIAL COUNSEL**

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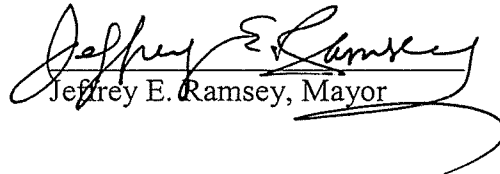
WHEREAS, the terms of the Office for the above listed professionals have expired; and

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


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7<sup>th</sup> day of June, 2006, that the following appointments are made for a term expiring 12/31/06 unless otherwise indicated.

Michael Armstrong	<b>Township Attorney</b>
John E. Collins	<b>Municipal Prosecutor</b>
Stephen E. Ryan Acting for Edmund D. Bowman	<b>Township Auditor</b>
Edward J. McManimon, Scotland & McManimon	<b>Bond Counsel</b>
Remington & Vernick	<b>Township Planner</b>
Uri H. Taenzer	<b>Planning Board Attorney</b>
Zeller & Bryant	<b>Tax Appeal and Zoning Board Attorney</b>
Joseph Jacobs, Esq.	<b>Library Board Attorney</b>
Donald R. Chierici, Jr.	<b>Bd. of Fire Commissioners Attorney</b>
Paulette Brown	<b>Special Counsel Labor</b>
Jeffrey R. Surenian	<b>Special Counsel COAH</b>
Zeller & Bryant	<b>Special Counsel Police</b>
Heyer Gruell & Associates	<b>COAH Planning Consultant/Expert</b>

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

  
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"/>			

16/1  
19:59

TOWNSHIP OF WILLINGBORO  
Detail Vendor Activity Report By Vendor Id

Vendor Range: SURENIAN to SURENIAN Report Type: All  
 Threshold Amount: 0.00 Status: Active Include Tax Id: Y Contracts: N Bid: Y State: Y Other: Y  
 Date Range Type: Both Encumbrance Date Range: 01/01/06 to 06/12/07 Paid Date Range: 01/01/06 to 06/12/07

Vendor # Name	Status	1099 Type	Tax Id	1099
Enc Date P.O. # Item Description		Prch. Type Status	Invoice	Amount
Contract Id Charge Account		Account Description		Excl
SURENIAN JEFFREY R. SURRENIAN & ASSOC.	Active	Proceeds to Attrny	270 119 443-000	
01/11/06 06-00091 1 PROFESSIONAL SERVICES NOV 2005 Other Pd ck: 14018 02/28/06 NOV 2005		5-01-20-155-000-299 TWP ATTORNEY Miscellaneous		4,940.25
02/07/06 06-00417 1 SERVICES RENDERED DEC 2005 Other Pd ck: 14018 02/28/06 12-1-5/12-31-5		5-01-20-155-000-299 TWP ATTORNEY Miscellaneous		2,408.46
03/07/06 06-00679 1 SVCS RENDERED JAN 2006 Other Pd ck: 14213 03/31/06 1-1-06 /1-31-06		6-01-20-155-000-131 TWP ATTORNEY Special Project		15,522.50
04/06/06 06-00963 1 SERVICES RENDERED FEB 2006 Other Pd ck: 14415 04/30/06 2/01/06-2/28/06		6-01-20-155-000-131 TWP ATTORNEY Special Project		10,280.37
05/09/06 06-01274 1 LEGAL SVCS RENDERED 3/1-31/06 Other Pd ck: 14610 05/31/06 3/1-31/06		6-01-20-155-000-131 TWP ATTORNEY Special Project		4,078.37
06/09/06 06-01580 1 2006 PROFESSIONAL SERVICES Other Open		6-01-20-155-000-131 TWP ATTORNEY Special Project		9,593.26 <i>open</i>
06/09/06 06-01580 2 PROFESSIONAL SERVICES 4/1-4/30 Other Pd ck: 15013 07/31/06 RE MT LAUREL		6-01-20-155-000-131 TWP ATTORNEY Special Project		2,718.68
06/09/06 06-01580 3 PROFESSIONAL SERVICE 5/1-31/06 Other Pd ck: 15013 07/31/06 RE MT LAUREL		6-01-20-155-000-131 TWP ATTORNEY Special Project		4,327.23
06/09/06 06-01580 4 PROFESSIONAL SERVICE 6/1-30/06 Other Pd ck: 15013 07/31/06 RE MT LAUREL		6-01-20-155-000-131 TWP ATTORNEY Special Project		2,731.82
06/09/06 06-01580 5 PROFESSIONAL SERV 8/1/6-8/31/6 Other Pd ck: 15625 10/31/06 RE MT LAUREL		6-01-20-155-000-131 TWP ATTORNEY Special Project		2,194.50
06/09/06 06-01580 6 PROFESSIONAL SERV 7/1/6-7/31/6 Other Pd ck: 15625 10/31/06 RE MT LAUREL		6-01-20-155-000-131 TWP ATTORNEY Special Project		1,376.97
06/09/06 06-01580 7 PROFESSIONAL SERV 9/1/06-9/30 Other Pd ck: 15851 11/30/06 RE MT LAUREL		6-01-20-155-000-131 TWP ATTORNEY Special Project		2,742.79
06/09/06 06-01580 8 PROFESSIONAL SERV 10/1/6-10/31 Other Pd ck: 15851 11/30/06 RE MT LAUREL		6-01-20-155-000-131 TWP ATTORNEY Special Project		4,433.45

	Bid	State	Other	All
Total Open P.O.:	0.00	0.00	9,593.26	9,593.26
Total Paid P.O.:	0.00	0.00	57,755.39	57,755.39
Vendor P.O. Total:	0.00	0.00	67,348.65	67,348.65

*pd 2006*

Total Vendors:	1 Total Open P.O.:	9,593.26	Total Paid P.O.:	57,755.39	Total Open & Paid:	67,348.65
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*29*

# LAW OFFICE OF MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE  
WILLINGBORO, NEW JERSEY 08046

OK

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

CRISTAL HOLMES-BOWIE  
Email: chb@armstronglawfirm.com

PAUL L. HARRIS  
Email: plh@armstronglawfirm.com

OF COUNSEL

DAVID E. MAPP  
Email: dem@armstronglawfirm.com

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



+MEMBER NJ & NY BARS

October 24, 2006

Marie Annese, Clerk  
Willingboro Township Municipal Complex  
Office of the Township Clerk  
One Salem Road  
Willingboro NJ 08046

**Re : 2006 Contract**

Dear Ms. Annese:

As per my earlier conversation with you, please find enclosed my amended 2006 contract.

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

Yours truly,

A large, stylized handwritten signature in black ink, appearing to read 'Michael A. Armstrong'.

Michael A. Armstrong

MAA:yh  
Township of Willingboro 061024  
Enclosure

## PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro  
And Michael Armstrong, Esquire

**THIS AGREEMENT** made this \_\_\_\_\_ day of August 2006 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. 2006-\_\_\_\_\_ at its January 2, 2006 meeting;

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

1. The Township hereby employs Michael A. Armstrong, Esquire as its attorney for and during the period commencing January 1, 2006 and ending December 31, 2006, for the performance of legal services hereinafter set forth. Michael A. Armstrong, Esquire may have a member of his firm, Law Office of Michael A. Armstrong, represent said Township in his absence.
2. Solicitor hereby accepts such employment and agrees to represent the Township in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the governing body, represent its elected and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Solicitor shall give all legal counsel and advice where required by the Township or any member thereof and shall, in general, serve as the legal advisor to the Mayor and Council on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Township Solicitor shall:
  - A. Draft or approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the municipality.
  - B. With the approval of the Council, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by Mayor and Council.
  - C. Subject to the approval of the Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.

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

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

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

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

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

B. Other legal ("non-employment") services to be performed as outlined in 2 (A) through 2 (F), including all litigation, except any appellate, federal court, foreclosure litigation or extraordinary services not contemplated. Such appellate, federal court, foreclosure litigation, extraordinary services and related services shall be on a fee basis, to be billed at a rate of \$150.00 per hour. Said fees shall not be part of this employment contract. The annual employment amount contained in paragraph 4 shall provide a maximum of 500 hours per annum of services or 44.44 hours per month. Any services in excess of 44.44 hours per month shall be billed at the rate for non-employment services.

4. The attorney's annual employment contract shall be Ninety Thousand Nine Hundred dollars (\$90,900.00), which shall be paid in the form of salary and benefits. The attorney's salary shall be Eighty Thousand dollars (\$80,000.00) 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.
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.

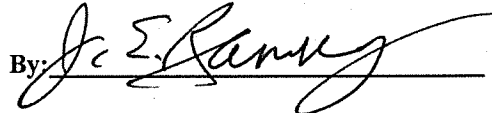
IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

ATTEST:  
WILLINGBORO

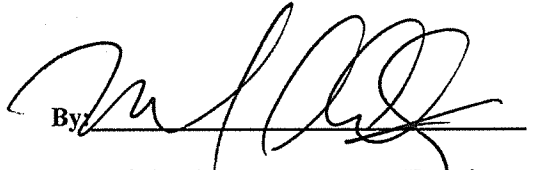
TOWNSHIP OF



Marie Annese, Township Clerk

By: 

Jeffrey Ramsey, Mayor

By: 

Michael A. Armstrong, Esquire  
LAW OFFICE OF MICHAEL A. ARMSTRONG  
79 Mainbridge Lane  
Willingboro, New Jersey 08046



**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.

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).

## PROFESSIONAL SERVICES EMPLOYMENT AGREEMENT

Between the Township of Willingboro  
And Michael Armstrong, Esquire

**THIS AGREEMENT** made this \_\_\_\_\_ day of August 2006 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. 2006-\_\_\_\_\_ at its January 2, 2006 meeting;

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

1. The Township hereby employs Michael A. Armstrong, Esquire as its attorney for and during the period commencing January 1, 2006 and ending December 31, 2006, for the performance of legal services hereinafter set forth. Michael A. Armstrong, Esquire may have a member of his firm, Law Office of Michael A. Armstrong, represent said Township in his absence.
2. Solicitor hereby accepts such employment and agrees to represent the Township in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the governing body, represent its elected and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Solicitor shall give all legal counsel and advice where required by the Township or any member thereof and shall, in general, serve as the legal advisor to the Mayor and Council on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Township Solicitor shall:
  - A. Draft or approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the municipality.
  - B. With the approval of the Council, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by Mayor and Council.
  - C. Subject to the approval of the Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.

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

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

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

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

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

B. Other legal ("non-employment") services to be performed as outlined in 2 (A) through 2 (F), including all litigation, except any appellate, federal court, foreclosure litigation or extraordinary services not contemplated. Such appellate, federal court, foreclosure litigation, extraordinary services and related services shall be on a fee basis, to be billed at a rate of \$150.00 per hour. Said fees shall not be part of this employment contract. The annual employment amount contained in paragraph 4 shall provide a maximum of 500 hours per annum of services or 44.44 hours per month. Any services in excess of 44.44 hours per month shall be billed at the rate for non-employment services.

4. The attorney's annual employment contract shall be Ninety Thousand Nine Hundred dollars (\$90, 900.00), which shall be paid in the form of salary and benefits. The attorney's salary shall be Eighty Thousand dollars (\$80,000.00) 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.

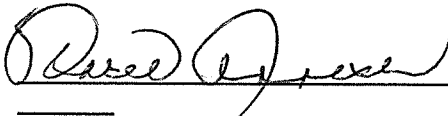
5. In addition to the above compensation, the Township shall pay for all necessary and reasonable legal costs and expenses incurred or paid out in the performance of the services not included in the retainer. These cost and expenses shall include: filing fees, subpoena cost, deposition cost, postal expenses 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.
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.


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

ATTEST:  
WILLINGBORO

TOWNSHIP OF

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

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

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

**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, race, creed, color, national origin, ancestry, marital status or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or 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.

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).



**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 commence January 1, 2006 and continue until December 31, 2006 and until a successor is duly appointed and qualified.
3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Municipal Prosecutor as set forth in the Revised General Ordinances of the Township of Willingboro:
4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the 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.

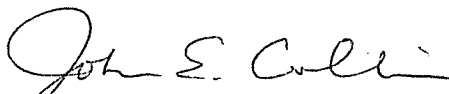
7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

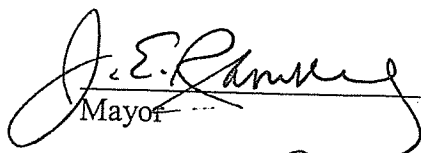
8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any 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 \_\_\_\_\_, 2006, for the purpose and the term specified herein.

  
\_\_\_\_\_  
John E. Collins, Esq.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk



# TOWNSHIP OF WILLINGBORO

*MUNICIPAL COMPLEX ONE SALEM ROAD*

*WILLINGBORO, NEW JERSEY 08046*

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

November 3, 2006

John E. Collins, Esq.  
56 Trebing Lane  
Willingboro, New Jersey 08046

Dear Mr. Collins:

Attached are three copies of your professional service agreement with Willingboro Township as Willingboro Municipal Prosecutor. Please sign and return all three to this office. When fully executed a copy will be sent out to you for your file.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.



# TOWNSHIP OF WILLINGBORO

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

OK

12/11/06  
November 3, 2006

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

Dear Mr. Ryan:

Attached, for your information and file, is a fully executed copy of your contract for professional services with Willingboro Township.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

## 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 ending December 31, 2005 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 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, 2005, 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 reportable conditions. However, the Accountant will inform the Municipality of any matters involving internal control and its operation that the Accountant considers to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions 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 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. 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. Charges for services as described in Sections 1-B through 1-K shall be within the limits of the amount so appropriated in the Municipal Budget and Federal Awards and State Financial Assistance, subject to the condition of the financial records. In the event that additional work is required, a specific authorization of the work shall be obtained prior to the commencement of work. Fees for these services shall be charged at the "Current Standard Hourly Rates" unless otherwise negotiated prior to the commencement of work. All charges for services as described in Section 1-L shall be at the "Current Standard Hourly Rates" as stated in Section 10, for specialized financial and bonding services at the time the service is rendered unless otherwise negotiated prior to the commencement of work.

**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 1, 2006 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, 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, 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, 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, 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, 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 2003 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.

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

Partner	\$197.00
Manager	137.00/156.00/174.00
Supervisor	107.00/111.00/118.00
Senior Accountant	87.00/90.00/94.00
Staff Accountant	75.00/77.00/81.00
General Administration/ Report Processing	52.00

**Specialized Financial and Bonding Services**. The charges for Specialized Financial and Bonding Services for professional staff shall be charged at one and one-half (1½) times the "Current Standard Hourly Rates" as stated in Section 10, at the time service is rendered.

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

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

**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: Jeffrey E. Linn  
Date: 8/8/06

Attest: [Signature]

**Bowman & Company LLP:**

By: Stephen J. Ryan  
Date: 6/29/06

Attest: [Signature]



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

NEW YORK, NEW YORK  
(212) 682-1600

LEMINGTON, NEW JERSEY  
(908) 782-3021

LACKENSACK, NEW JERSEY  
(201) 678-1400

RINCETON, NEW JERSEY  
(909) 897-0200

MALL, NEW JERSEY  
(32) 919-1400

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

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

7/15, 2005

the Partners of Bowman & Company, LLP

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 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 non-compliance with it. There are inherent limitations in the effectiveness of any system of quality control and therefore non-compliance 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.

It 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 PC*  
AMPER, POLITZINER & MATTIA, PC





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

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P.O. BOX 988  
EDISON, NJ 08818-0988

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

WWW.AMPER.COM

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, P.C.*

AMPER, POLITZINER & MATTIA, P.C.

 an independent member of  
**BAKER TILLY**  
INTERNATIONAL

## 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--for the financial statement assertions. The knowledge our understanding provides of the internal control structure and the assessed level of control risk enables us to determine the nature, timing and extent of substantive tests for financial statement assertions.

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

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

Responsibility under the Single Audit Act, Circular A-133 and Circular 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 reportable conditions and material weaknesses we identify as a result of the procedures we performed. This report does not provide any assurance on the design or the effectiveness of the internal control structure used to administer federal and state financial assistance programs.

### COMPLIANCE WITH LAWS AND REGULATIONS

Responsibility under 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.

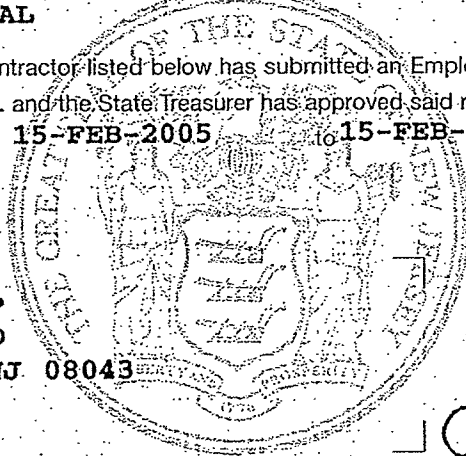
Responsibility under the Single Audit Act, Circular A-133 and Circular 04-04-OMB - In addition to the requirements of GAAS and *Government Auditing Standards*, the Single Audit Act, Circular A-133 and New Jersey Circular 04-04-OMB require auditors to perform procedures sufficient to provide positive 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.

**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-2005** to **15-FEB-2008**

BOWMAN & COMPANY LLP  
601 WHITE HORSE ROAD  
VOORHEES

NJ 08043



*John P. Lawrence*

State Treasurer



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

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
P.O. BOX 212  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

BOWMAN & COMPANY LLP

TRADE NAME:

TAXPAYER IDENTIFICATION#:

210-658-561/000

SEQUENCE NUMBER:

0108244

ADDRESS:

601 WHITE HORSE RD  
VOORHEES NJ 08043

ISSUANCE DATE:

04/10/03

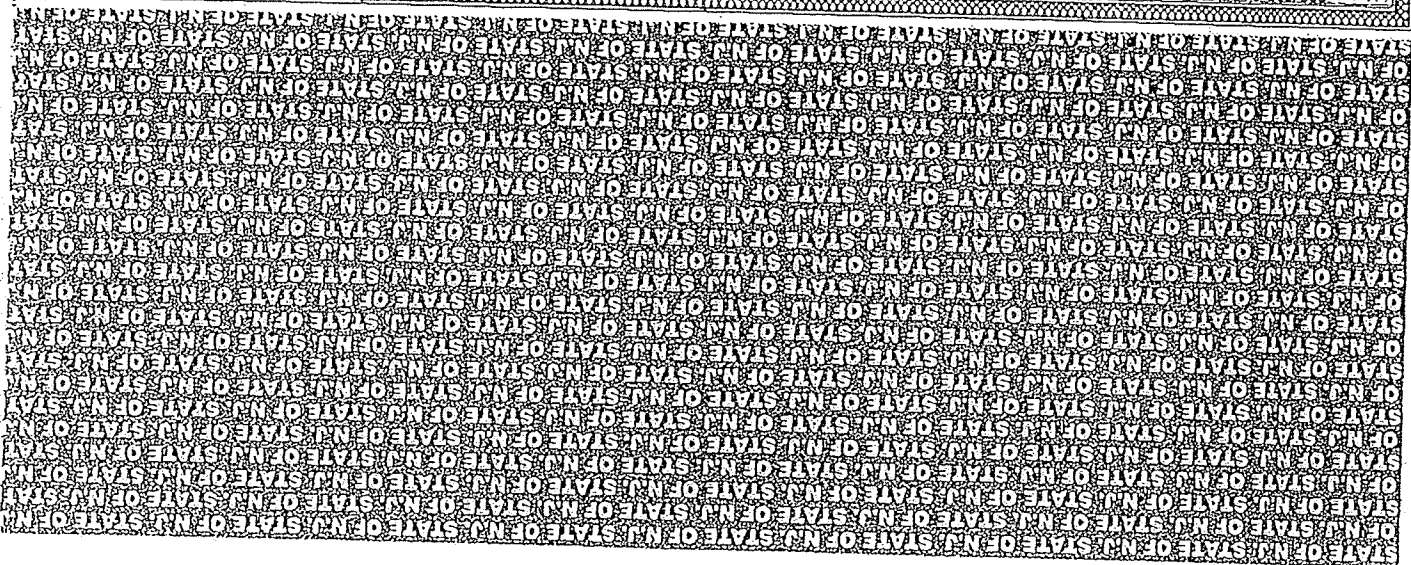
EFFECTIVE DATE:

02/01/83

*John S. Tully*  
Acting Director

FORM-BRC(08-01)

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



ROUTING SHEET FOR MATERIALS  
HAND DELIVERED / MAILED / FAXED TO  
MICHAEL ARMSTRONG, ESQ.

HAND DELIVERED ON: \_\_\_\_\_

*Printed*

MAILED OUT ON: \_\_\_\_\_

FAXED ON: \_\_\_\_\_

*7/12/06 - 13 pages*

MATERIAL SENT: \_\_\_\_\_

*Contract - Dawson  
& Co. Architects -  
Boys (see to page)*

FOR INFORMATION

REVIEW

APPROVAL

**NEEDED BY:**

*Mon. - July 17, 2006*

\*\*\*\*\*  
 \*  
 \* TRANSACTION REPORT P.01 \*  
 \*  
 \* JUL-12-2006 WED 12:53 PM \*  
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 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
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 \* TOTAL : 6M 44S PAGES: 13 \*  
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**ROUTING SHEET FOR MATERIALS  
 HAND DELIVERED / MAILED / FAXED TO  
 MICHAEL ARMSTRONG, ESQ.**

HAND DELIVERED ON: \_\_\_\_\_

*Printed*

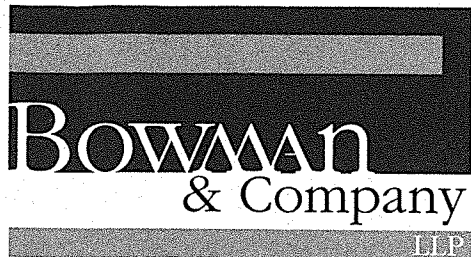
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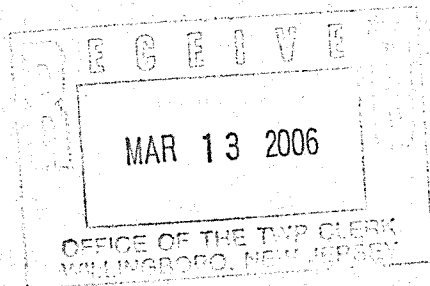
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*Contract - Downer  
 & Co. Architects -  
 6 pages sent to page.*



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

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



March 8, 2006

Mrs. Marie Annese, Township Clerk  
Township of Willingboro  
1 Salem Road  
Willingboro, New Jersey 08046

Dear Mrs. Annese:

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

Enclosed are two copies of an Engagement Contract for Municipal Auditing Services covering the 2005 audit. Please have both copies signed by the appropriate official and return one copy to me at your earliest convenience. The original should be retained in your files.

We welcome this opportunity to serve the Township.

Very truly yours,

BOWMAN & COMPANY LLP

A handwritten signature in cursive script that reads 'Stephen E. Ryan'.

Stephen E. Ryan

SER:bo  
Enclosure

McMANIMON & SCOTLAND, L.L.C.

ATTORNEYS AT LAW

TELEPHONE  
(973) 622-1800

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

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

March 7, 2006

Marie Annese, RMC  
Township Clerk  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, New Jersey 08046

Re: Fee Agreement for Bond Counsel Services

Dear Ms. Annese:

Pursuant to your request, we have prepared and enclosed for your consideration, two copies of our fee agreement for bond counsel services, as well as a copy of the firm's Business Registration Certificate, Affirmative Action language and Certificate of Employee Information Report. We look forward to having the opportunity to work with the Township. Thank you for your consideration.

Very truly yours,



Ronald J. Ianoale

RJI:dlp

A G R E E M E N T

THIS AGREEMENT, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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:

1. The Client desires to authorize and to issue its bonds for various capital projects and to provide for the terms and the security of such bonds as well as engage in certain redevelopment activities in accordance with the laws of the State of New Jersey. The Client desires to finance such capital projects through temporary and permanent obligations at the most advantageous terms available to it. The Client desires to undertake other projects which require the services of Counsel.

2. 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.

3. 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 single purpose ordinance and the compiling of a certified record of proceedings in connection therewith, a fee of \$400. For a multiple purpose bond ordinance, the fee will be \$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 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 subparagraph 3G.

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 including redevelopment related services and litigation will be billed at the blended hourly rate of \$115 per hour for legal assistants and \$175 per hour for attorneys.

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

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

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

4. 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.



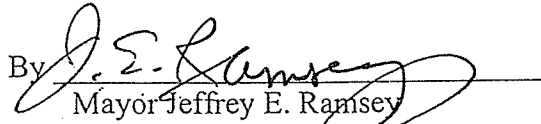
IN WITNESS WHEREOF, the TOWNSHIP OF WILLINGBORO has caused this agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Counsel has caused this agreement to be duly executed by the proper party as of the day and year first above written.

TOWNSHIP OF WILLINGBORO

ATTEST:



Clerk

By:   
Mayor Jeffrey E. Ramsey

McMANIMON & SCOTLAND, L.L.C.

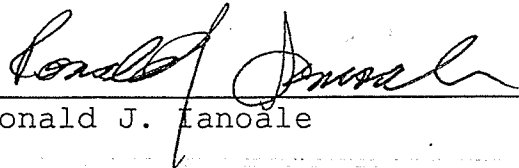
By:   
Ronald J. Ianoale

EXHIBIT A

STATE OF NEW JERSEY  
AFFIRMATIVE ACTION REQUIREMENTS  
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 forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative 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 pursuant to P.L.1975, c. 127, as amended and supplemented from time to time.

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

P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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 (NJAC 17:27)

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,

*J. E. Tully*  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
P.O. BOX 288  
TRENTON, NJ 08646-0288

TAXPAYER NAME:

MCMANIMOM & SCOTLAND, L.L.C.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

222-837-091/000

SEQUENCE NUMBER:

0075601

ADDRESS:

ONE RIVERFRONT PLZ 4TH FL  
NEWARK NJ 07102

ISSUANCE DATE:

08/18/04

EFFECTIVE DATE:

01/03/88

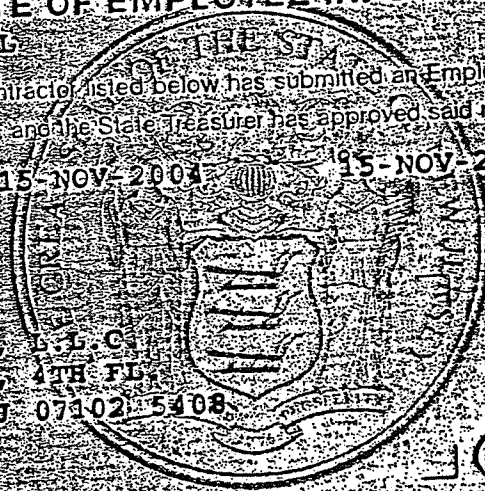
FORM-BRC(08-01)

Acting Director

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

# 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, et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2003 95-NOV-2011



MCMANIMON & SCOTLAND, P.A.C.  
ONE RIVERFRONT PLAZA, 4TH FL.  
NEWARK, NJ 07102-5408

*John P. ...*

State Treasurer

# 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 15-NOV-2011



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

*John P. DeLeonis*

State Treasurer

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

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

**TELEFAX COVER SHEET**

TO: C. H. Bowie, Csy.

COMPANY: \_\_\_\_\_

DATE: 11/7/06

TO FAX NO. 877-7755

FROM: Marie Annese EXT. 6202 PAGES 6

SUBJECT: Contract - McManimon & Scotland

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.

\_\_\_\_\_

\*\*\*\*\*  
\*  
\* TRANSACTION REPORT P. 01 \*  
\* NOV-07-2006 TUE 04:02 PM \*  
\* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DF \*  
\* NOV-07 03:58 PM 8777755 3' 45" 6 SEND OK 045 \*  
\*  
\* TOTAL : 3M 45S PAGES: 6 \*  
\*\*\*\*\*

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

**TELEFAX COVER SHEET**

TO: C. H. Bowie, Esq.  
COMPANY: \_\_\_\_\_  
DATE: 11/7/06  
TO FAX NO. 877-7755  
FROM: Marie Annese EXT. 602 PAGES 6

0 1 2 3 4 5 6 7 8 9





# TOWNSHIP OF WILLINGBORO

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

OR

December 11, 2006

Bradley A. Blubaugh  
Director of Operations  
Remington & Vernick Engineers  
232 Kings Highway East  
Haddonfield, New Jersey 08033

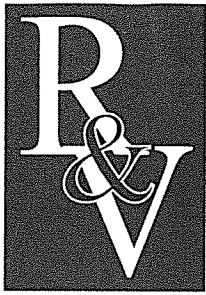
Dear Mr. Blubaugh:

Attached please find a fully executed copy of the Professional Service 3 Year Contract – Township Engineer along with a fully executed copy of 1 Year Contract – Township Planner.

Sincerely,

Marie Annese, RMC  
Township Clerk

\ma  
Att.



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

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

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

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

**Remington & Vernick  
 Engineers**

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

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

**Remington, Vernick  
 & Vena Engineers**

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

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

**Remington, Vernick  
 & Walberg Engineers**

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

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

**Remington, Vernick  
 & Beach Engineers**

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

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

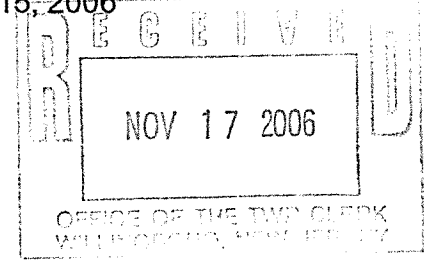
U.S. Steel Tower  
 600 Grant Street, Suite 1251  
 Pittsburgh, PA 15219  
 (412) 263-2200  
 (412) 263-2210 (fax)

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

**Remington, Vernick  
 & Arango Engineers**

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

November 15, 2006



Township of Willingboro  
 Municipal Complex  
 One Salem Road  
 Willingboro, NJ 08046

ATTN: Marie Annese, RMC  
 Township Clerk

**RE: Contract –  
 Township Planner**

Dear Ms. Annese:

Please find enclosed three (3) copies of the contract for the Township of Willingboro executed by our company. We would appreciate if you could return one (1) fully executed copy of the contract at your earliest convenience. We have also enclosed a copy of the Certificate of Employee Information Report and State of New Jersey Business Registration Certificate for your files.

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

Sincerely,

**REMINGTON & VERNICK ENGINEERS, INC.**

  
 Bradley A. Blubaugh  
 Director of Operations

Enclosure(s)

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

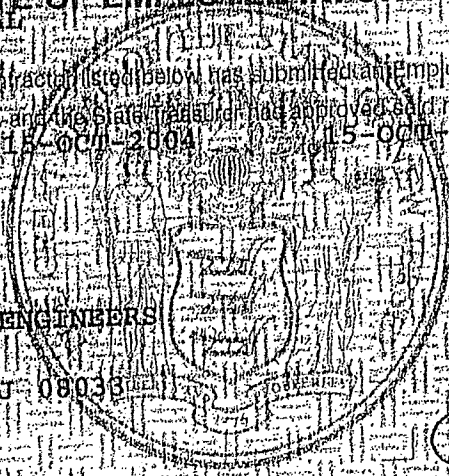
*Earning Our Reputation Everyday Since 1901*

www.rve.com

Certification 4113

### CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 12/01/2004 to 12/31/2007.



REMINGTON & VERNICK ENGINEERS  
232 KINGS HIGHWAY EAST  
HADDONFIELD NJ 08033

*John P. ...*  
State Treasurer

### STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, NJ 08646-0282

TAXPAYER NAME  
REMINGTON & VERNICK ENGINEERS INC.

TRADE NAME

TAXPAYER IDENTIFICATION#  
210-645-725/000

SEQUENCE NUMBER

010728

ADDRESS  
232 KINGS HIGHWAY EAST  
HADDONFIELD NJ 08033-3899

ISSUANCE DATE

09/01/04

EFFECTIVE DATE  
04/23/01

Acting Director

*John P. ...*

FORM BRC(08-04)

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

PROFESSIONAL SERVICES AGREEMENT  
Between the Township of Willingboro  
and Remington & Vernick

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 12/31/06.
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.

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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.

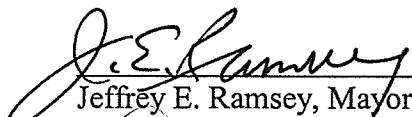
8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any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

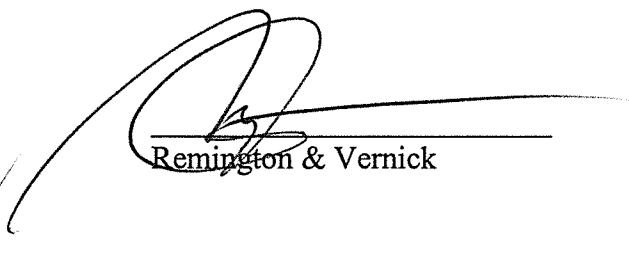
10. **Amendments.** The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

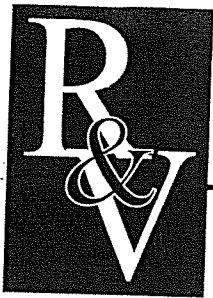
**In Witness Whereof**, this Agreement has been executed on this 22nd day of August, 2006, for the purpose and the term specified herein.

Township of Willingboro

  
Jeffrey E. Ramsey, Mayor

  
Marie Annese, RMC, Twp. Clerk.

  
Remington & Vernick



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

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

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 Thomas F. Beach, P.E., C.M.E.  
 Richard G. Arango, P.E., C.M.E.

**DIRECTOR OF OPERATIONS  
 CORPORATE SECRETARY**  
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 Terence Vogt, P.E., P.P., C.M.E.  
 Dennis K. Yoder, P.E., P.P., C.M.E.  
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 Marc DeBlasio, P.E., P.P., C.M.E.  
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 232 Kings Highway East  
 Haddonfield, NJ 08033  
 (856) 795-9595  
 (856) 795-1882 (fax)

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

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 (732) 505-8416 (fax)

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 (732) 591-2815 (fax)

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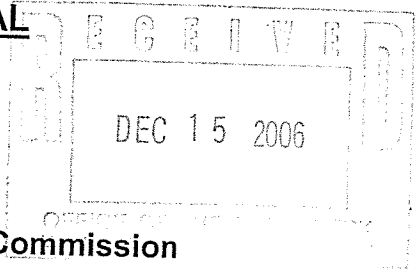
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**Remington, Vernick  
 & Arango Engineers**  
 243 Route 130, Suite 200  
 Bordentown, NJ 08505  
 (609) 298-6017  
 (609) 298-8257 (fax)

**LETTER OF TRANSMITTAL**



**DATE:** December 13, 2006

**TO:** Karen Cilurso, AICP, PP  
 Senior Regional Planner  
 Delaware Valley Regional Planning Commission  
 190 North Independence Mall West  
 8<sup>th</sup> Floor  
 Philadelphia, PA 19106

**RE:** Township of Willingboro  
 Transportation and Community Development  
 Initiative (TCDI) Grant  
 Professional Services Resolution

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER THE FOLLOWING ITEMS:

- SHOP DRAWINGS
- COPY OF LETTER
- PLANS
- CHANGE ORDERS
- REPORTS
- FIELD NOTES
- SPECIFICATIONS
- OTHER
- SI&A SHEETS

COPY	DATE	DESCRIPTION
1	12/13/06	Copy of Professional Services Resolutions

THESE ARE TRANSMITTED AS CHECKED BELOW:

- NO EXCEPTIONS TAKEN
- APPROVED AS NOTED
- AS REQUESTED
- RESUBMIT \_\_\_ COPIES FOR APPROVAL
- SUBMIT 1 COPY FOR APPROVAL

**REMARKS:**

As per your request, please find enclosed a copy of our Professional Services Resolutions for Willingboro Township Engineer and Willingboro Professional Planner. If you have questions, or require additional information, please give us a call. Thank you.

**REMINGTON & VERNICK ENGINEERS, INC.**

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

Enclosures

Cc: Marie Annese, Twp. Clerk, Joanne Diggs, Interim Twp. Manager, Eric Berry, Deputy Twp. Manager, George Stevenson, Jay Petrongolo, Fred Turek, Syreeta M. Paul

T:\Transportation\_Bridge\Willingboro Township\TCDI Grant\Correspondences\Transmittal-121306.doc

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www.rve.com

## PROFESSIONAL SERVICES AGREEMENT

Between the Township of Willingboro  
and Remington & Vernick

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

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2. TERM. This appointment shall be through 12/31/06.
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.

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

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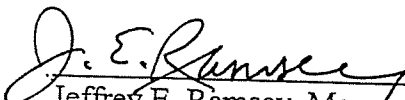
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9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed 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 22nd day of August, 2006, for the purpose and the term specified herein.

Township of Willingboro

  
Jeffrey E. Ramsey, Mayor

  
Marie Annese, RMC, Twp. Clerk.

  
Remington & Vernick

*I certify this to be a true copy of the original document*  
*Shelley Woodling*  
*Deputy Township Clerk*

## PROFESSIONAL SERVICES AGREEMENT

Between the Township of Willingboro  
and Remington & Vernick

WHEREAS, the Township of Willingboro requires the services of a Licensed Professional Engineer; 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 Engineer for the Township of Willingboro relative to engineering services.

2. TERM. This appointment shall be through 12/31/08.

3. SERVICE. During the term of this Agreement, the Engineer agrees to provide engineering services to the Township of Willingboro.

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

5. EQUAL OPPORTUNITY.

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

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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.

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Township of Willingboro

  
Jeffrey E. Ramsey, Mayor

  
Marie Annese, RMC, Twp. Clerk.

  
Remington E. Vernick

*I certify this to be a true  
copy of the original document.*  
*Sarah Wooding*  
*Deputy Township Clerk*



# TOWNSHIP OF WILLINGBORO

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

OR

December 11, 2006

Bradley A. Blubaugh  
Director of Operations  
Remington & Vernick Engineers  
232 Kings Highway East  
Haddonfield, New Jersey 08033

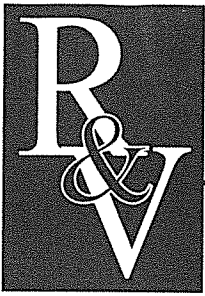
Dear Mr. Blubaugh:

Attached please find a fully executed copy of the Professional Service 3 Year Contract – Township Engineer along with a fully executed copy of 1 Year Contract – Township Planner.

Sincerely,

Marie Annese, RMC  
Township Clerk

\ma  
Att.



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

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

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

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

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

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

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

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

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

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

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

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

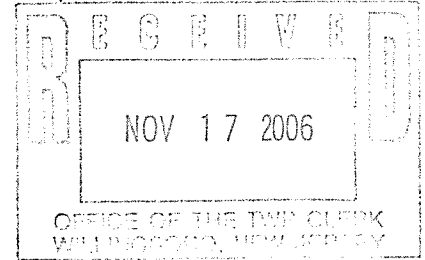
102 West Allen Street  
 Mechanicsburg, PA 17055  
 (717) 766-1775  
 (717) 766-0232 (fax)

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

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

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

November 15, 2006



Township of Willingboro  
 Municipal Complex  
 One Salem Road  
 Willingboro, NJ 08046

ATTN: Marie Annese, RMC  
 Township Clerk

**RE: Contract – Three Years  
 Township Engineer**

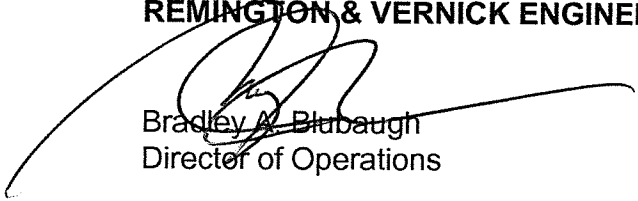
Dear Ms. Annese:

Please find enclosed three (3) copies of the contract for the Township of Willingboro executed by our company. We would appreciate if you could return one (1) fully executed copy of the contract at your earliest convenience. We have also enclosed a copy of the Certificate of Employee Information Report and State of New Jersey Business Registration Certificate for your files.

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

Sincerely,

**REMINGTON & VERNICK ENGINEERS, INC.**

  
 Bradley A. Blubaugh  
 Director of Operations

Enclosure(s)

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

*Earning Our Reputation Everyday Since 1901*

www.rve.com

Certification 4-1-13

### 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. 17:27-11.1-1 and the State Treasurer has approved said report. This approval will remain in effect for the period of 12/01/2004 to 12/31/2007.



REMINGTON & VERNICK ENGINEERS  
232 KINGS HIGHWAY E.  
HADDONFIELD NJ 08038

*John J. ...*  
State Treasurer

### STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 280  
TRENTON, NJ 08646-0282

TAXPAYER NAME  
REMINGTON & VERNICK ENGINEERS INC.

TRADE NAME

TAXPAYER IDENTIFICATION#:  
210-645-725/000

SEQUENCE NUMBER:  
010728

ADDRESS  
232 KINGS HIGHWAY EAST  
HADDONFIELD NJ 08038-9899

ISSUANCE DATE:  
09/01/04

EFFECTIVE DATE:  
04/23/51

*J.P. ...*  
Acting Director

FORM-BRC(08-01)

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



PROFESSIONAL SERVICES AGREEMENT  
Between the Township of Willingboro  
and Remington & Vernick

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

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2. TERM. This appointment shall be through 12/31/08.
3. SERVICE. During the term of this Agreement, the Engineer agrees to provide engineering services to the Township of Willingboro.
4. COMPENSATION. During the term of this Agreement, the engineer shall be compensated in accordance with the fee schedule attached hereto.
5. EQUAL OPPORTUNITY.

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

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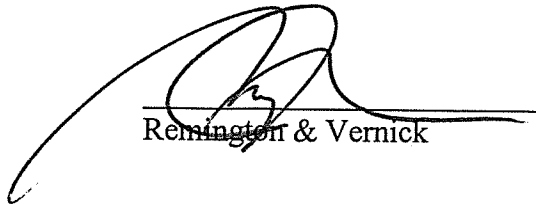
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Marie Annese, RMC, Twp. Clerk.

  
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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.

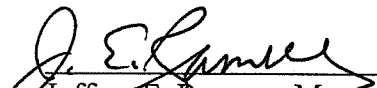
8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any 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 22nd day of August, 2006, for the purpose and the term specified herein.

Township of Willingboro

  
Jeffrey E. Ramsey, Mayor

  
Marie Annese, RMC, Twp. Clerk.

  
Remington & Vernick



# TOWNSHIP OF WILLINGBORO

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

December 11, 2006

Uri H. Taenzer, Esq.  
Taenzer, Ettenson, Stockton & Aberant  
123 North Church Street  
P. O. Box 237  
Moorestown, New Jersey 08057

Dear Mr. Taenzer:

Attached is a fully executed copy of your Professional Service Agreement with Willingboro Township.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marie Annese".

Marie Annese, RMC  
Township Clerk

\ma  
Att.

*Law Offices*  
**Taenzer, Ettenson, Stockton & Aberant**  
A Professional Corporation

Uri Hugo Taenzer  
Alan H. Ettenson  
(Member of N.J. and Mass. Bar)  
Christopher R. Stockton  
(Member of N.J. and PA. Bar)  
Kevin E. Aberant  
(Member of N.J. and PA. Bar)

123 North Church Street  
P.O. Box 237  
Moorestown, New Jersey 08057  
(856) 235-1234  
Fax (856) 235-1911  
Email taenzer@tesalaw.com

November 13, 2006

Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

Attn: Marie Annese, Twp. Clerk

**RE: Professional Services Agreement**

Dear Marie:

Enclosed please find three signed copies of Professional Services Agreement between myself and the Township of Willingboro. Kindly provide my office with a fully executed copy upon completion.

Thanking you, I am

Sincerely,

TAENZER, ETTENSON, STOCKTON & ABERANT  
A Professional Corporation



URI H. TAENZER

UHT/wak  
Enclosures



**PROFESSIONAL SERVICES AGREEMENT**  
**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:

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

2. TERM. The term of this appointment shall commence January 1, 2006 and continue until December 31, 2006 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 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.

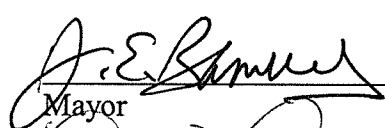
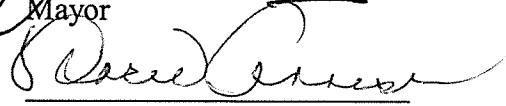
8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any 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 10<sup>th</sup> day of November, 2006, for the purpose and the term specified herein.

  
Uri H. Faenzer, Esq.

  
Mayor  
  
Clerk

**PROFESSIONAL SERVICES AGREEMENT**  
**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:

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

2. TERM. The term of this appointment shall commence January 1, 2006 and continue until December 31, 2006 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 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.

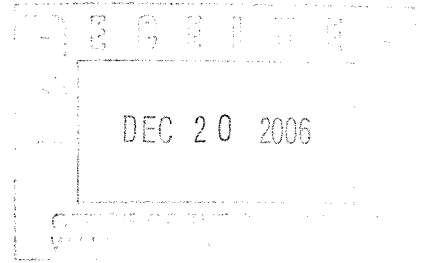
**In Witness Whereof**, this Agreement has been executed on this 10<sup>th</sup> day of November, 2006, for the purpose and the term specified herein.

  
\_\_\_\_\_  
Uri H. Taenzer, Esq.

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

**Joseph Jacobs, esq.**  
23 WENDY DRIVE  
LINWOOD, NEW JERSEY 08221

TELEPHONE (609) 653-0612  
DIRECT DIAL (609) 335-5550



FAX (609) 653-7014

December 19, 2006

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

**RE: Willingboro Public Library**

Dear Mrs. Annese:

Enclosed please find three executed contracts. Thank you for your time and assistance in this matter. If you have any questions please call me at (609) 335-5550.

Very truly yours,

Joseph M. Jacobs

**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 **Assistant Township Solicitor/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 Assistant Township Solicitor/Library Board Solicitor.

2. **TERM.** The term of this appointment shall be effective through December 31, 2006 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 Assistant Township Solicitor as set forth in the Revised General Ordinances of the Township of Willingboro:

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

5. **EQUAL OPPORTUNITY.**

A. In consideration of the execution of this Agreement, the Substitute 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;

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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.

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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.

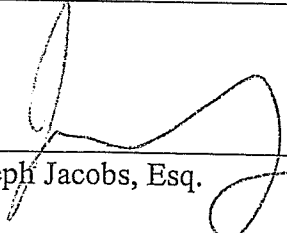
7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

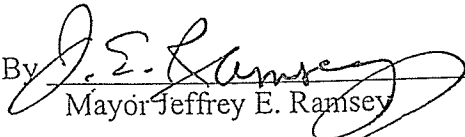
8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any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

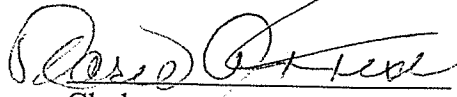
9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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 \_\_\_\_\_, 2006, for the purpose and the term specified herein.

  
\_\_\_\_\_  
Joseph Jacobs, Esq.

By   
\_\_\_\_\_  
Mayor Jeffrey E. Ramsey

  
\_\_\_\_\_  
Clerk



# TOWNSHIP OF WILLINGBORO

OK

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

December 11, 2006

Donald R. Chierici, Jr., Esq.  
Chierici Chierici & Smith  
Blason Campus III  
509 S. Lenola Road – Building Six  
Moorestown, New Jersey 08057

Dear Mr. Chierici:

Attached is a fully executed copy of your Professional Service Agreement with Willingboro Township.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

Dchierici@chiericilaw.com  
am

# ChiericiChierici & Smith

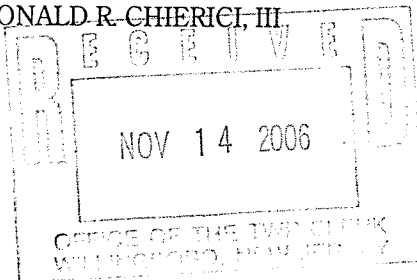
A PROFESSIONAL CORPORATION • ATTORNEYS AT LAW



DONALD R. CHIERICI, JR.†  
ELIZABETH COLEMAN CHIERICI\*  
JULIE C. SMITH\*  
CAROLYN KORNAS KARBASIAN  
DONALD R. CHIERICI, III

OF COUNSEL: RICHARD A. SHOE

\* MEMBER OF NJ AND PA BARS  
† CERTIFIED CIVIL TRIAL ATTORNEY BY  
THE SUPREME COURT OF NEW JERSEY



Please Refer To  
File No.

1002MC

November 13, 2006

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

RE: Willingboro Bd. of Fire Commissioners

Dear Ms. Annese:

Enclosed please find the executed professional service agreement in the above-referenced matter. Please forward a fully executed copy at your earliest convenience.

Very truly yours,

CHIERICI, CHIERICI & SMITH  
A Professional Corporation

*Donald R. Chierici, Jr.*  
Donald R. Chierici, Jr.

DRC/jc  
Enclosures

**PROFESSIONAL SERVICES AGREEMENT**  
**Between the Township of Willingboro**  
**and Donald R. Chierici, Jr., Esq.**

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

WHEREAS, Mr. Chierici 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 Donald R. Chierici an Attorney-at-Law of the State of New Jersey as follows:

2. APPOINTMENT. Donald R. Chierici is hereby appointed and retained as Board of Fire Commissioners Attorney.
2. TERM. The term of this appointment shall commence January 1, 2006 and continue until December 31, 2006 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 Board of Fire Commissioners.
4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the 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 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.

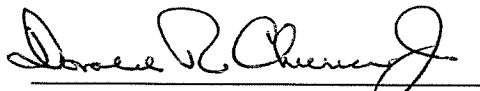
7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.



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 21 day of Nov, 2006, for the purpose and the term specified herein.

  
Donald R. Chierici, Jr., Esq.

  
Mayor  
  
Clerk

**PROFESSIONAL SERVICES AGREEMENT**  
**Between the Township of Willingboro**  
**and Donald R. Chierici, Jr., Esq.**

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

WHEREAS, Mr. Chierici 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 Donald R. Chierici an Attorney-at-Law of the State of New Jersey as follows:

2. APPOINTMENT. Donald R. Chierici is hereby appointed and retained as Board of Fire Commissioners Attorney.
2. TERM. The term of this appointment shall commence January 1, 2006 and continue until December 31, 2006 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 Board of Fire Commissioners.
4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the 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.

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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.

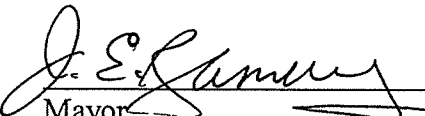

8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any 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 21 day of April, 2006, for the purpose and the term specified herein.

  
Donald R. Chierici, Jr., Esq.

  
Mayor  
  
Clerk

**EMPLOYMENT AGREEMENT  
MUNICIPAL LABOR COUNSEL**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_ 2006 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 **PAULETTE BROWN** (hereinafter referred to as "Labor Counsel") of the law firm of **EDWARDS ANGELL PALMER & DODGE LLP**, 51 John F. Kennedy Parkway, Short Hills, New Jersey 07078.

**WHEREAS**, the Mayor and Council of the Township employed Paulette Brown to serve as the Labor Counsel for the Township by duly adopted Resolution No. 2006- 59 as its June 7, 2006 meeting;

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

1. The Township hereby employs Edwards Angell Palmer & Dodge LLP (Paulette Brown, Esq.) as its attorney for and during the period commencing January 1, 2006 and ending December 31, 2006 for the performance of legal services hereinafter set forth. Paulette Brown may have a member of her firm, Edwards Angell Palmer & Dodge LLP represent said Township in her absence.

2. Paulette Brown hereby accepts such employment and agrees to represent the Township in labor/contract negotiations with organized labor in which the municipality is a party and provide legal advice and consultation in employment related matters. Labor counsel shall not provide representation in any litigation. Paulette Brown shall give legal counsel and advice on employment issues where required by the Township or the Mayor, any member of the Township thereof and shall, in general, serve as the legal advisor on employment and labor matters to the Mayor and Council for the Township business. In furtherance of such general powers and duties, but without limitation thereof, the Township, Paulette Brown or her designee shall:

- A. Actively participate in contract negotiations for eight (8) Union Contracts.
- B. Actively participate in Interest Arbitrations affecting the Firefighters and Police Officers (both LESA and FOP) and possibly Public Works Supervisors.
- C. Provide workplace harassment training for all employees (with exception of Police Officers of the Township).
- D. Assist with resolution of employment disputes, as required or requested.
- E. Consult and collaborate with the Township Solicitor as requested or required.

3. The following additional duties of Labor Counsel shall be covered by her annual employment contract:

A. Attendance at meetings of the governing body as Mayor and Council may Direct; and

B. Any form of litigation, extraordinary services are not contemplated in this Agreement. Such extraordinary services and related services shall be on a fee basis. Said fees shall not be part of this Employment Agreement.

4. The attorney's annual employment contract shall not exceed \$75,000 for Labor Negotiations and Interest Arbitrations and employee disputes and harassment training. The attorney shall not be entitled to benefits and is not an employer of the Township.

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 service not included in the retainer. These cost and expenses shall include: mediator or arbitrator, fees, transcripts, postal expenses in excess of \$1.00 per item mail, all certified mail charges, travel, photocopying and any other necessary expenses.

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

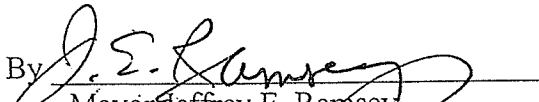
7. By acceptance of this employing, Labor Counsel shall not be prevented or barred from taking other employment of similar or other character by reason of this Agreement.

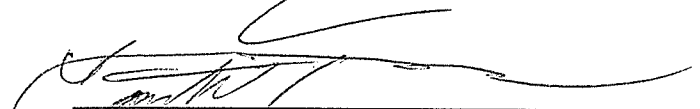
IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

ATTEST:

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

TOWNSHIP OF WILLINGBORO

By   
\_\_\_\_\_  
Mayor Jeffrey E. Ramsey

  
\_\_\_\_\_  
Paulette Brown, Esq.

**EMPLOYMENT AGREEMENT  
MUNICIPAL LABOR COUNSEL  
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 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:P27-5.2 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 MUNICIPAL LABOR COUNSEL**

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  
MUNICIPAL LABOR COUNSEL**

**EXHIBIT "B"  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability  
(42 U.S.C. § 12101 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. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the ACT. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the ACT during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this ACT. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or the OWNER incurs any expenses to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

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





# TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

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

November 3, 2006

Paulette Brown, Esq.  
Edwards Angell Palmer & Dodge LLP  
51 John F. Kennedy Parkway  
Short Hills, New Jersey 07078

Dear Ms. Brown:

Attached are three copies of your professional service contract with Willingboro Township. Please sign all and return to this office. Once fully executed a copy will be sent to you for your file.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.



# TOWNSHIP OF WILLINGBORO

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

OK

November 3, 2006

Jeffrey R. Surenian & Associates, LLC  
2052 Route 35, Suite 201  
Wall Township, New Jersey 07719

Dear Mr. Surenian:

Attached, for your information and file, is a fully executed copy of your contract for professional services with Willingboro Township.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.



# TOWNSHIP OF WILLINGBORO

**MUNICIPAL COMPLEX ONE SALEM ROAD**

**WILLINGBORO, NEW JERSEY 08046**

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

January 31, 2006

Jeffrey R. Surenian & Associates, LLC  
2052 Route 35, Suite 201  
Wall Township, New Jersey 07719

Dear Mr. Surenian:

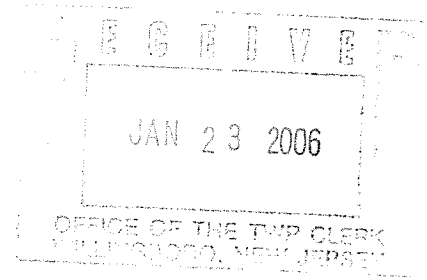
Attached, for your information and file, is a fully executed copy of your contract for professional services with Willingboro Township.

Sincerely,

Marie Annese, RMC  
Township Clerk

# 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

Michael A. Jedziniak, Esq. – Associate  
Email – MAJ@Surenian.com

January 18, 2006

## Mayor Jeffrey E. Ramsey and Council Members

Township of Willingboro  
Burlington County Municipal Complex  
1 Salem Road  
Willingboro, NJ 08046

**Re: Contract for Professional Services**

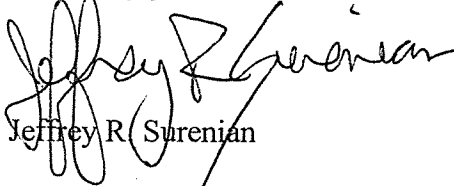
Dear Mayor Ramsey and Council Members:

On behalf of Jeffrey R. Surenian and Associates, LLC, I would like to thank you for the Township's decision to continue to use my firm to represent its interests.

Enclosed please find corrected original and one (1) copy of Contract for Professional Services which is for the term commencing January 1, 2006 and ending on December 31, 2006, which I have prepared. Please review, and if acceptable, kindly execute same and return a fully executed copy to the undersigned.

Thank you for your anticipated cooperation.

Very truly yours,

  
Jeffrey R. Surenian

JRS/sa

Enclosures

cc: Michael Armstrong, Esq.

*Handwritten notes:*  
John Ramsey  
Surenian  
Prof.

**CONTRACT FOR PROFESSIONAL SERVICES**

This Agreement is made this 7<sup>th</sup> day of JUNE 2006, by and between:

**Township of Willingboro**, a municipal corporation of the State of New Jersey,  
Burlington County Municipal Complex  
1 Salem Road  
Willingboro, NJ 08046

hereinafter referred to as "**Township**",

And: **Jeffrey R. Surenian and Associates, LLC**  
2052 Route 35, Suite 201  
Wall Township, NJ 07719

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; and
- (b) \$140.00 per hour for all time spent by Michael A. Jedziniak, and
- (c) \$70.00 per hour for all time spent by paralegals; and

In the event that other lawyers are used, they will be billed commensurate with their experience, but at rates no greater than set forth above.

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

5. Borough 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 Borough 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;

**Exhibit B**

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


**Exhibit C**

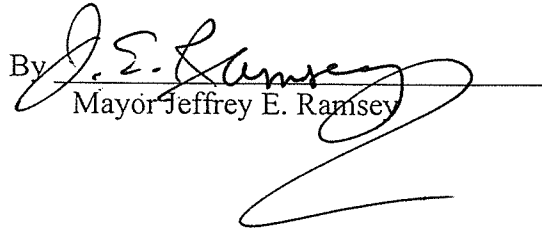
Jeffrey R. Surenian's Certificate of Good Standing, and Michael A. Jedziniak's Certificate of Good Standing.

8. This Contract shall remain in effect until December 31, 2006.

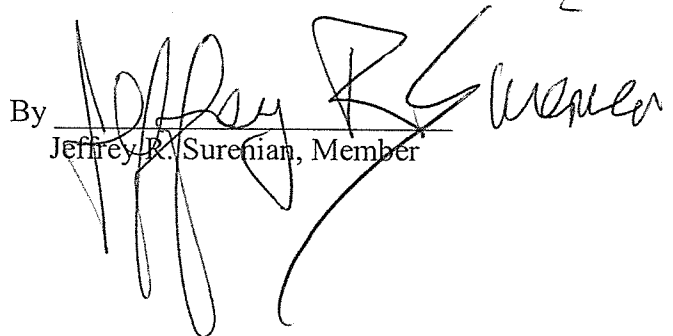
BOROUGH OF WILLINGBORO

ATTEST:


  
Marie Annese, Clerk

By   
Mayor Jeffrey E. Ramsey

JEFFREY R. SURENIAN AND  
ASSOCIATES, LLC

By   
Jeffrey R. Surenian, Member

Sworn and subscribed to before me  
on this 9th day of January, 2006

  
A Notary Public of New Jersey  
My commission expires:

**Sharon F. Anderson**  
Notary Public of New Jersey  
My Commission Expires Dec. 29, 2007

EXHIBIT "A"



**EXHIBIT A**  
**(REVISED 1994)**  
**P.L. 1975, C. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

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

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

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, 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, 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 subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

SIGNED: Jeffrey R. Surman  
DATED: May 25, 2005

EXHIBIT "B"

04/26/05

Taxpayer Identification# 270-119-443/000

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*  
John E. Tully, CPA  
Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: JEFFREY R SURENIAN AND ASSOCIATES LIMITE	TRADE NAME:	
ADDRESS: RIVERS EDGE PROF BLDG #201 WALL NJ 07719	SEQUENCE NUMBER: 1145488	
EFFECTIVE DATE: 03/09/05	ISSUANCE DATE: 04/26/05	
FORM-BRC(08-01)	<i>John E. Tully</i> Director	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

0000506  
State of New Jersey  
Department of the Treasury  
Division of Revenue  
PO Box 252  
Trenton, NJ 08646-0252

THIS GLOSS MAIL  
ADDED POSTAGE  
NEEDS TO BE PAID  
BY ADDRESSEE  
TRENTON NJ  
PERMIT NO. 21

JEFFREY R SURENIAN AND ASSOCIATES LIMITE  
1206 RUE AVENUE  
POINT PLEASANT NJ 08742

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2005** to **15-OCT-2012**

JEFFREY R. SURENIAN & ASSOCIATES, LLC  
2052 ROUTE 35, SUITE 201  
WALL TOWNSHIP NJ 07719



A handwritten signature in cursive script, appearing to read "John Blumse".

State Treasurer

04/2MAY. 4. 2005 1:37PM 75BLACKWHITE CONCORD Walnut Advisory Corp

NO. 9985 P. 3

# ACORD INSURANCE BINDER

DATE  
04/28/2005

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

Black/White Concord Insurance (Kinne  
135 Kinnelon Road, Ste. 102  
Kinnelon, NJ 07405-2333

COMPANY  
HUDSON INSURANCE CO.

BINDER #  
8889

DATE	EFFECTIVE TIME	TIME	DATE	EXPIRATION TIME
05/01/2005	12:01	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	07/01/2005	<input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON

THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:

AGENCY CUSTOMER ID:  
INSURED  
JEFFREY R. SURENIAN & ASSOCIATES LLC  
2052 HIGHWAY 35  
WALL TOWNSHIP, NJ 07719

DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (including Location)  
LAWYERS PROFESSIONAL LIABILITY INSURANCE COVERAGE IS PROVIDED TO (2) ATTORNEY IN A LAW FIRM SITUATED IN WALL TOWNSHIP, NEW JERSEY.

COVERAGES		COVERAGE FORMS	DEDUCTIBLE	COINSUR	LIMITS	AMOUNT
PROPERTY	CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC	N/A				
GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LAWYERS PROF LIABILITY	DEFENSE COSTS ARE PAID FOR BY HUDSON INSURANCE COMPANY IN ADDITION TO THE LIMIT OF LIABILITY IN ACCORDANCE WITH NJ STATUTE RETRO DATE FOR CLAIMS MADE: 05/01/05			EACH OCCURRENCE	\$ 1,000,000
AUTO PHYSICAL DAMAGE	DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COLL: <input type="checkbox"/>	ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES <input type="checkbox"/>			DAMAGE TO RENTED PREMISES	\$
GARAGE LIABILITY	ANY AUTO	N/A			MED EXP (Any one person)	\$
EXCESS LIABILITY	UMBRELLA FORM OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			PERSONAL & ADV INJURY	\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		N/A			GENERAL AGGREGATE	\$ 1,000,000
SPECIAL CONDITIONS/ OTHER COVERAGES		PER CLAIM DEDUCTIBLE = \$5,000 APPLICABLE TO LOSS ONLY. TOTAL ANNUAL PREMIUM = \$3,813.			PRODUCTS COMPOUND AGG	\$
					COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per resident)	\$
					PROPERTY DAMAGE	\$
					MEDICAL PAYMENTS	\$
					PERSONAL INJURY PROT	\$
					UNINSURED MOTORIST	\$
					ACTUAL CASH VALUE	\$
					STATED AMOUNT	\$
					OTHER	\$
					AUTO ONLY IEA ACCIDENT	\$
					OTHER THAN AUTO ONLY	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
					EACH OCCURRENCE	\$
					AGGREGATE	\$
					SELF INSURED RETENTION	\$
					WC STATUTORY LIMITS	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE IEA EMPLOYEE	\$
					E.L. DISEASE POLICY LIMIT	\$
					FEES	\$
					TAXES	\$
					ESTIMATED TOTAL PREMIUM	\$

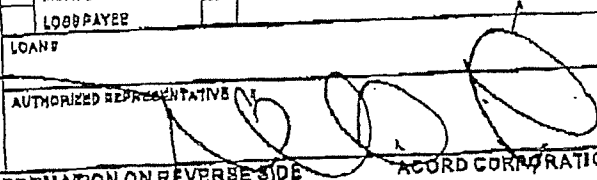
NAME & ADDRESS

MORTGAGEE LOAN PAYEE

ADDITIONAL INSURED

LOAN #

AUTHORIZED REPRESENTATIVE



ACORD 75 (2004/01)

NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE ACORD CORPORATION 1993

**Exhibit "C"**

# Supreme Court of New Jersey

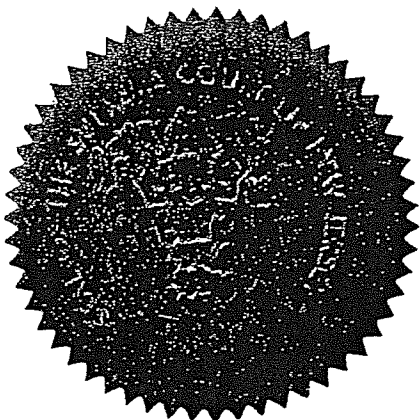


## Certificate of Good Standing

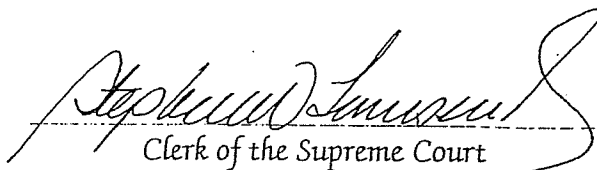
This is to certify that **JEFFREY R SURENIAN**  
(No. **024231983** ) was constituted and appointed an Attorney at Law of New Jersey on **December 15, 1983** and, as such, has been admitted to practice before the Supreme Court and all other courts of this State as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing" if the Court's records reflect that the attorney: 1) is current with all assessments imposed as a part of the filing of the annual Attorney Registration Statement, including, but not limited to, all obligations to the New Jersey Lawyers' Fund for Client Protection; 2) is not suspended or disbarred from the practice of law; 3) has not resigned from the Bar of this State; and 4) has not been transferred to Disability Inactive status pursuant to Rule 1:20-12.

*Please note that this Certificate does not constitute confirmation of an attorney's satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to practice law in this State.*



In testimony whereof, I have  
hereunto set my hand and  
affixed the Seal of the  
Supreme Court, at Trenton, this  
20TH day of December , 20 05

  
Clerk of the Supreme Court



# Supreme Court of New Jersey

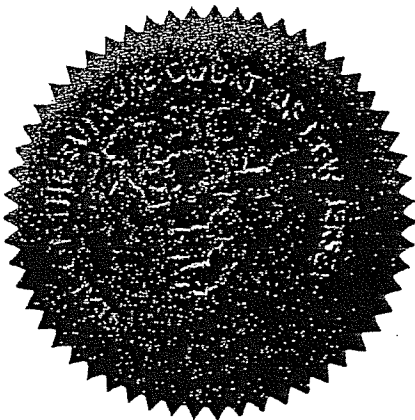


## Certificate of Good Standing

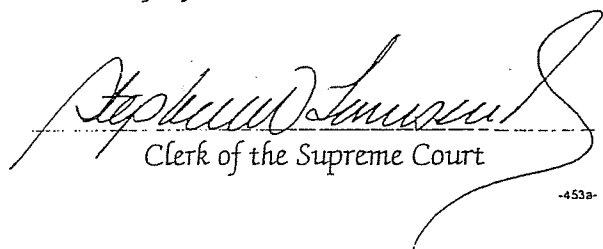
This is to certify that **MICHAEL ALDO JEDZINIAK**  
(No. **012832001** ) was constituted and appointed an Attorney at Law of New  
Jersey on **November 14, 2001** and, as such,  
has been admitted to practice before the Supreme Court and all other courts of this State  
as an Attorney at Law, according to its laws, rules, and customs.

I further certify that as of this date, the above-named is an Attorney at Law in  
Good Standing. For the purpose of this Certificate, an attorney is in "Good Standing"  
if the Court's records reflect that the attorney: 1) is current with all assessments  
imposed as a part of the filing of the annual Attorney Registration Statement, including,  
but not limited to, all obligations to the New Jersey Lawyers' Fund for Client  
Protection; 2) is not suspended or disbarred from the practice of law; 3) has not  
resigned from the Bar of this State; and 4) has not been transferred to Disability  
Inactive status pursuant to Rule 1:20-12.

*Please note that this Certificate does not constitute confirmation of an attorney's  
satisfaction of the administrative requirements of Rule 1:21-1(a) for eligibility to  
practice law in this State.*



In testimony whereof, I have  
hereunto set my hand and  
affixed the Seal of the  
Supreme Court, at Trenton, this  
20TH day of December , 20 05

  
Clerk of the Supreme Court

*Zeller & Bryant*  
ATTORNEYS AT LAW, LLP

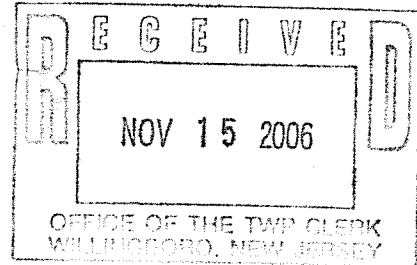
*OK*

ALLEN S. ZELLER  
WAYNE R. BRYANT  
MATTHEW B. WIELICZKO  
JAMES W. BURNS  
ERIC J. RISO

LAWRENCE M. AGUNSDAY  
FRANCIS J. FALKENSTEIN  
DEENA M. GREBLE  
ANGELA B. KOSAR  
SANDRA J. ROSS  
MICHAEL A. WEINER  
DEAN R. WITTMAN

November 13, 2006

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

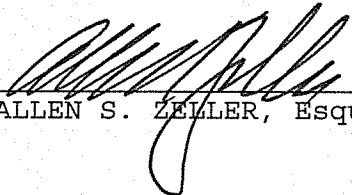


RE: Employment Agreement  
Our File No.: 6662301

Dear Ms. Annese:

In accordance with your request, enclosed please find the three (3) copies of the Employment Agreement which I have signed consistent with your request. Once it has been signed by the Mayor, I would appreciate receiving a fully executed copy.

Very truly yours,

  
ALLEN S. ZELLER, Esquire

ASZ:kn  
enc.

WOODCREST PAVILION  
TEN MELROSE AVENUE  
SUITE 400  
CHERRY HILL, NJ 08003

856-428-6600  
FAX 856-428-6314

## EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 18<sup>th</sup> day of Dec. 2006 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 ALLEN S. ZELLER of the law firm of ZELLER & BRYANT, LLP, Woodcrest Pavilion, Ten Melrose Avenue, Suite 400, Cherry Hill, New Jersey, 08003, (hereinafter referred to as "Attorney").

WHEREAS, the Township employed Allen S. Zeller, Esquire 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. 2006 #59 at its June 7, 2006 meeting;

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

1. The Township hereby employs Allen S. Zeller, Esquire as its attorney for and during the period commencing January 1, 2006 and ending December 31, 2006 for the performance of legal services hereinafter set forth. Allen S. Zeller, Esquire may have a member of his firm, Law Office of Zeller & Bryant, LLP, represent said Township in his absence.
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.
  - 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.

## EMPLOYMENT AGREEMENT

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

3. The following duties of the <sup>employee</sup> shall be covered by his annual employment contract:

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

B. Other legal ("non-employment") services to be performed as outlined in 2 (A) through 2 (F), including all litigation, except any appellate, federal court, foreclosure litigation or extraordinary services not contemplated. Such appellate, federal court, foreclosure litigation, extraordinary services and related services shall be on a fee basis, to be billed at a rate of \$150.00 per hour. Said fees shall not be part of this employment contract.

4. The attorney's employment contract on an annual basis shall be Thirty Thousand Dollars (\$30,000.00), which shall be paid in the form of salary and pension benefits. This contract covers the period of January 1, 200 to December 31, 200 . The employment contract amount contained in this paragraph shall provide a maximum of 17 hours of services per month. Any services in excess of 17 hours per month shall be billed at the appropriate Township rate listed in the salary Ordinance rate for non-employment services. If Solicitor renders services of less than 17 hours in any month, the difference between the actual services rendered and 17 hours shall be credited to the Township against any month in which the 17 hours has been exceeded.
5. In addition to the above compensation, the Township shall pay for all necessary and reasonable legal costs and expenses incurred or paid out in the performance of the services not included in the retainer. These cost and expenses shall include: filing fees, subpoena cost, deposition cost, postal expenses in excess of \$1.00 per item mail, all certified mail charges, travel, photocopying and any other necessary expenses.
6. Billing for legal services and cost will be submitted on a monthly basis and are payable upon receipt.
7. By acceptance of this employment, Attorney shall not be prevented or barred from taking other employment of similar or other character by reason of this Agreement.

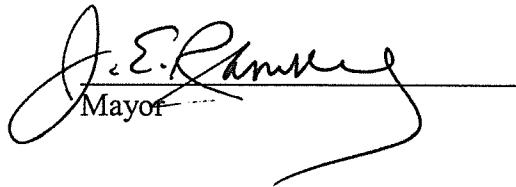
# EMPLOYMENT AGREEMENT

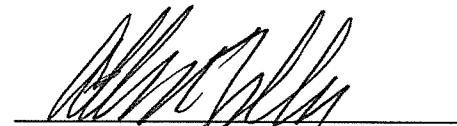
**IN WITNESS WHEREOF**, of the parties have set their hands and seals the day  
And year first above written.

ATTEST:

TOWNSHIP OF WILLINGBORO

  
Clerk

  
Mayor

  
Allen S. Zeller, Esq.  
Zeller & Bryant LLP  
Woodcrest Pavilion  
Ten Melrose Avenue – Suite 400  
Cherry Hill, New Jersey 08003