

RESOLUTION NO. 2005- /

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF
WILLINGBORO PROVIDING FOR TEMPORARY BUDGET
APPROPRIATIONS FOR 2005

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

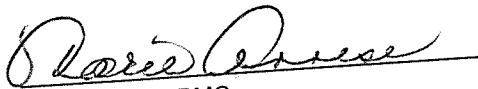
WHEREAS, this temporary budget must be adopted prior to January 31, 2005, for the purposes required therein; and

WHEREAS, it has been determined that one-fourth of the total appropriations in the 2004 budget, exclusive of any appropriations made for Debt Service, Capital Improvement Fund, Public Welfare Administration and Public Assistance (State Aid Agreement) in the said 2004 budget is the sum of \$6,459,350.

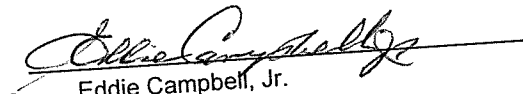
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization session this 1st day of January, 2005 at the Municipal Complex, Salem Road, Willingboro, New Jersey, that the attached temporary appropriations be made and that a certified copy of the Resolution be transmitted to the Chief Financial Officer and such other Municipal and State Officials as required by law.

ATTEST:

Dated: January 01, 2005



Marie Anesse RMC
Township Clerk



Eddie Campbell, Jr.
Mayor

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

TEMPORARY BUDGET 2005		
Account #	Account Name	Amount
4-01-20-100-101-010	TOWN MANAGER SALARY & WAGES:	66,049
4-01-20-100-101-020	TOWN MANAGER OTHER EXPENSES:	4,888
4-01-20-100-102-020	Purchasing and Tech.OTHER EXPENSES	27,250
4-01-20-100-103-020	ADVISORY COMM OTHER EXPENSES:	13,854
4-01-20-105-000-020	HUMAN RESOURCE OTHER EXPENSES:	11,325
4-01-20-110-110-010	TOWN COUNCIL SALARY & WAGES:	12,625
4-01-20-110-110-020	TOWN COUNCIL OTHER EXPENSES:	4,465
4-01-20-120-000-010	TOWNSHIP CLERK SALARY & WAGES:	35,369
4-01-20-120-000-020	TOWNSHIP CLERK OTHER EXPENSES:	6,925
4-01-20-130-000-010	FINANCE ADMIN SW	89,007
4-01-20-130-000-020	FINANCE ADMIN OTHER EXPENSES:	26,700
4-01-20-135-000-020	AUDIT SERVICES OTHER EXPENSES:	18,125
4-01-20-145-000-010	TAX COLLECTION SALARY & WAGES:	53,202
4-01-20-145-000-020	TAX COLLECTION OTHER EXPENSES:	3,558
4-01-20-150-000-010	TAX ASSESSMENT SALARY & WAGES:	29,493
4-01-20-150-000-020	TAX ASSESSMENT OTHER EXPENSES:	3,025
4-01-20-155-000-010	TWP ATTORNEY SALARY & WAGES:	16,430
4-01-20-155-000-020	TWP ATTORNEY OTHER EXPENSES:	70,275
4-01-20-165-000-020	ENGINEER COSTS OTHER EXPENSES:	5,000
4-01-21-180-000-010	PLANNING BOARD SALARY & WAGES:	225
4-01-21-180-000-020	PLANNING BOARD OTHER EXPENSES:	1,413
4-01-21-190-000-020	ZONING BOARD OTHER EXPENSES:	938
4-01-22-195-195-010	CONST OFFICIAL SALARY & WAGES:	43,541
4-01-22-195-195-020	CONST OFFICIAL OTHER EXPENSES:	1,575
4-01-22-195-196-010	HOUSING INSPEC SALARY & WAGES:	94,011
4-01-22-195-196-020	HOUSING INSPEC OTHER EXPENSES:	38,950
4-01-22-195-199-010	UNIFORM FIRE SW	11,784
4-01-23-210-000-001	Insurance Buyback	87,500
4-01-23-210-001-020	LIABILITY INSURANCE	487,152
4-01-23-220-000-020	EMPLOYEE GROUP OTHER EXPENSES	458,250
4-01-23-225-000-175	Unemployment Insurance	6,250
4-01-25-240-240-010	ADMINISTRATION SALARY & WAGES:	59,415
4-01-25-240-240-020	ADMINISTRATION OTHER EXPENSES:	10,443
4-01-25-240-241-010	PATROL SALARY & WAGES:	993,500
4-01-25-240-241-020	PATROL OTHER EXPENSES:	7,670
4-01-25-240-243-010	SPECIAL OFFICE SALARY & WAGES:	21,625
4-01-25-240-243-020	SPECIAL OFFICE OTHER EXPENSES:	625
4-01-25-240-244-010	DETECTIVES SALARY & WAGES:	232,363
4-01-25-240-244-020	DETECTIVES OTHER EXPENSES:	4,350
4-01-25-240-245-010	CRIME PREVENT SALARY & WAGES:	28,583
4-01-25-240-245-020	CRIME PREVENT OTHER EXPENSES:	1,973
4-01-25-240-246-010	PROPERTY ID SALARY & WAGES:	10,237
4-01-25-240-246-020	PROPERTY ID OTHER EXPENSES:	110
4-01-25-240-247-010	STAFF SERVICES SALARY & WAGES:	84,816
4-01-25-240-247-020	STAFF SERVICES OTHER EXPENSES:	82,471
4-01-25-240-249-010	TRAFFIC GUARDS SALARY & WAGES:	135,216
4-01-25-240-249-020	TRAFFIC GUARDS OTHER EXPENSES:	675
4-01-25-252-000-020	EMERGENCY MGMT OTHER EXPENSES:	4,688

4-01-25-260-000-001	Emergency Squad - Contribution	11,250
4-01-25-265-000-010	FIRE DEPT SALARY & WAGES:	172,262
4-01-25-265-000-020	FIRE DEPT OTHER EXPENSES:	106,625
4-01-25-275-000-010	PROSECUTOR SALARY & WAGES:	8,191
4-01-26-290-290-010	PW ADMIN SALARY & WAGES:	21,082
4-01-26-290-290-020	PW ADMIN OTHER EXPENSES:	225
4-01-26-290-291-010	STREETS & ROAD SALARY & WAGES:	323,388
4-01-26-290-291-020	STREETS & ROAD OTHER EXPENSES:	75,013
4-01-26-290-292-010	SNOW REMOVAL SALARY & WAGES:	6,250
4-01-26-290-292-020	SNOW REMOVAL OTHER EXPENSES:	16,000
4-01-26-300-000-020	TRAFFIC SIGNAL OTHER EXPENSES:	2,600
4-01-26-305-000-010	RECYCLING SALARY & WAGES:	11,331
4-01-26-305-000-020	RECYCLING OTHER EXPENSES:	488
4-01-26-305-001-001	Garbage & Trash - Contractual	200,000
4-01-26-310-000-010	BUILDING & GRD SALARY & WAGES:	34,409
4-01-26-310-000-020	BUILDING & GRD OTHER EXPENSES:	75,563
4-01-27-330-000-010	PUBLIC HEALTH SALARY & WAGES:	18,750
4-01-27-340-000-010	ANIMAL CONTROL SALARY & WAGES:	31,366
4-01-27-340-000-020	ANIMAL CONTROL OTHER EXPENSES:	3,100
4-01-27-345-000-010	PUBLIC ASSIST SALARY & WAGES:	19,808
4-01-27-345-000-020	PUBLIC ASSIST OTHER EXPENSES:	1,450
4-01-27-350-000-010	OFF. ON AGING SALARY & WAGES:	23,280
4-01-27-350-000-020	OFF ON AGING OTHER EXPENSES:	2,908
4-01-28-370-000-010	RECR SERV&PROG SALARY & WAGES	162,891
4-01-28-370-000-020	RECR SERV&PROG OTHER EXPENSES	74,175
4-01-28-420-000-020	PUBLIC EVENTS OTHER EXPENSES:	21,750
4-01-29-390-000-010	LIBRARY SALARY & WAGES:	11,822
4-01-29-390-000-020	LIBRARY OTHER EXPENSES:	321,250
4-01-30-415-000-001	Accumulated Leave Compensation	43,750
4-01-31-430-000-020	ELECTRICITY OTHER EXPENSES:	47,500
4-01-31-435-000-020	STREET LIGHT OTHER EXPENSES:	103,750
4-01-31-440-000-020	TELEPHONE OTHER EXPENSES:	32,000
4-01-31-445-000-020	WATER OTHER EXPENSES:	2,250
4-01-31-446-000-020	NATURAL GAS OTHER EXPENSES:	43,750
4-01-31-450-000-020	TELECOMMUNICAT OTHER EXPENSES	14,250
4-01-31-460-000-020	GASOLINE OTHER EXPENSES:	27,500
4-01-32-465-000-020	LANDFILL/WASTE OTHER EXPENSES:	257,469
4-01-36-472-000-020	SOCIAL SECURIT OTHER EXPENSES:	224,524
4-01-36-475-000-020	PFRS	335,000
4-01-43-490-000-010	MUN.COURT SALARY & WAGES:	44,367
4-01-43-490-000-020	MUN.COURT OTHER EXPENSES:	4,805
4-01-43-495-000-010	PUBLIC DEFENDE SALARY & WAGES:	3,500
4-01-43-495-000-020	PUBLIC DEFENDE OTHER EXPENSES:	750
4-01-44-901-000-001	Capital Improvement Fund	100,000
TOTAL		6,450,295

PROFESSIONAL SERVICES AGREEMENT
Between the Township of Willingboro
and Kimberly Deal Phillips, Esq.

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as **Assistant Prosecutor/Housing**; and

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

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

1. APPOINTMENT. Kimberly Deal Phillips is hereby appointed and retained as Assistant Prosecutor/Housing.

2. TERM. The term of this appointment shall be effective through December 31, 2005 and in no case to 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 Prosecutor/Housing 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 2005 Salary Ordinance/Resolution plus medical benefits.

5. EQUAL OPPORTUNITY.

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

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

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

The contractor 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 6th day of September, 2005, for the purpose and the term specified herein.


Kimberly Deal Phillips, Esq.

Mayor

Clerk

RESOLUTION NO. 2005 - 2

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE APPOINTMENT OF TOWNSHIP SOLICITOR, MUNICIPAL PROSECUTOR, PUBLIC DEFENDER, AUDITOR AND BOND COUNSEL

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2005, that the following appointments are made pursuant to N.J.S.A.-2B:12-27 for a term expiring 12/31/05 unless otherwise indicated.

Michael Armstrong	Township Solicitor
John E. Collins	Municipal Prosecutor
Harold W. George	Public Defender


Stephen E. Ryan Acting for Edmund D. Bowman	Township Auditor
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Edward J. McManimon, Scotland & McManimon	Bond Counsel
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BE IT FURTHER RESOLVED, that each of said appointees shall be compensated in accordance with salary ordinance or by agreement.


Eddie Campbell Jr., Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

RESOLUTION NO. 2005 - 3

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

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

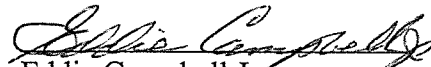
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganizational Session this 1st day of January, 2005 as follows:

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

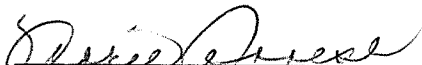
- | | |
|---|----------------------|
| MICHAEL ARMSTRONG | Township Solicitor |
| ✓JOHN E. COLLINS | Municipal Prosecutor |
| ✓HAROLD W. GEORGE | Public Defender |
| ✓STEPHEN E. RYAN for
Edmund D. Bowman | Auditor |
| ✓EDWARD J. MC MANIMON
Scotland & McManimon | Bond Counsel |
| ✓REMINGTON & VERNICK | Township Engineers |

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


Eddie Campbell Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

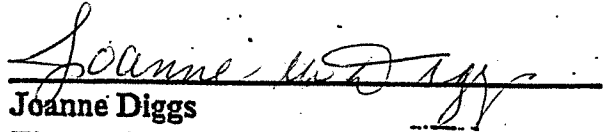
CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are ~~are not~~ (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and

- | | |
|-------------------------------------|--|
| 1. Michael Armstrong, Esq. | 6. Remington & Vernick. |
| 2. Kimberly Phillips, Esq. | 7. Stephen A. Ryan / Bowman |
| 3. John E. Collins, Esq. | 8. Edward McManimon / McManimon |
| 4. Denise A. Kuertner, Esq. | and Scotland |
| 5. Harold George, Esq. | |

as provided for in the 2005 budget.

The money necessary to fund said contract is in the amount of \$ _____ and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number _____. These funds are not being certified as being available for more than one pending contract.


Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**

THIS AGREEMENT made this 3~~5~~ day of August 2005 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. 2005-2 at its January 1, 2005 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, 2005 and ending December 31, 2005, for the performance of legal services hereinafter set forth. Michael A. Armstrong, Esquire may have a member of his firm, Law Office of Michael A. Armstrong, represent said Township in his absence.
2. Solicitor hereby accepts such employment and agrees to represent the Township in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the governing body, represent its elected and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Solicitor shall give all legal counsel and advice where required by the Township or any member thereof and shall, in general, serve as the legal advisor to the Mayor and Council on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Township Solicitor shall:
 - A. Draft or approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the municipality.
 - B. With the approval of the Council, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by Mayor and Council.
 - C. Subject to the approval of the Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.
 - D. Render opinions in writing or verbally upon any question of law submitted to him by the Township or any member thereof with respect to their official powers and duties, and perform such duties as may be necessary to provide legal counsel to the Council and Mayor in the administration of municipal affairs.

EMPLOYMENT AGREEMENT TOWNSHIP SOLICITOR

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

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

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

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

B. Other legal ("non-employment") services to be performed as outlined in 2 (A) through 2 (F), including all litigation, except any appellate, federal court, foreclosure litigation or extraordinary services not contemplated. Such appellate, federal court, foreclosure litigation, extraordinary services and related services shall be on a fee basis, to be billed at a rate of \$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 540 hours per annum of services or 45 hours per month. Any services in excess of 45 hours per month shall be billed at the rate for non-employment services.

4. The attorney's annual employment contract shall be ~~Eighty Nine Thousand, Three Hundred and Forty Nine~~ (\$ 89,349.00) dollars, which shall be paid in the form of salary and benefits. The attorney's salary shall be ~~Seventy Five Thousand, Two Hundred and Sixty Three~~ (\$ 75,263.00) dollars, payable in twenty-six (26) equal installments. The benefits, ~~Fourteen Thousand, Eighty Six~~ (\$14,086.00) dollars shall be paid consistent with Schedule A attached herewith.

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

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


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

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**


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

ATTEST:

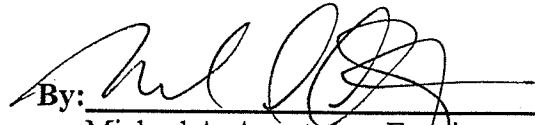
TOWNSHIP OF WILLINGBORO



Marie Annese, Township Clerk

By: 

Edward Campbell, Jr. Mayor

By: 

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

Name	Grade	Base Salary	holiday	pension	Social	Shift	Health	Dental	Total
Amsirong	II	\$75,263.00	-	\$5,268.00	\$5,758.00		0	\$3,060.00	0 \$ 89,349.00

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**

EXHIBIT A

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

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

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

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

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

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

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

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

EMPLOYMENT AGREEMENT TOWNSHIP SOLICITOR

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

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

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

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

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**

EXHIBIT "B"

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability
(42 U.S.C. § 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

**EMPLOYMENT AGREEMENT
TOWNSHIP SOLICITOR**

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

PROFESSIONAL SERVICES AGREEMENT
Between the Township of Willingboro
and 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, 2004⁵ and continue until December 31, 2005 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.

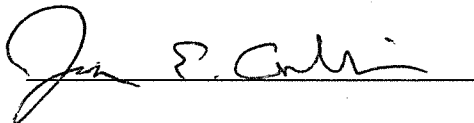
7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

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.

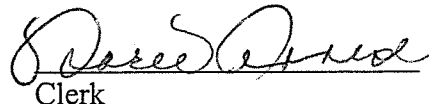
10. **Amendments.** The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

In Witness Whereof, this Agreement has been executed on this 1st day of January, 2005, for the purpose and the term specified herein.





Mayor



Clerk

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, 2004~~5~~ and continue until December 31, 2005 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

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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.

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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.

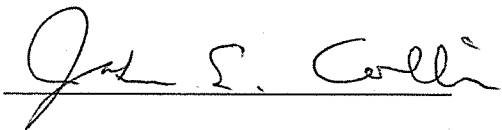
7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

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 1st day of January, 2005, for the purpose and the term specified herein.





Mayor



Clerk

PROFESSIONAL SERVICES AGREEMENT
Between the Township of Willingboro
and Harold George, Esq.

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

WHEREAS, Mr. George 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 Harold George an Attorney-at-Law of the State of New Jersey as follows:

1. **APPOINTMENT.** Harold George is hereby appointed and retained as Public Defender.

2. **TERM.** The term of this appointment shall be effective through December 31, 2005 and/or until a successor is duly appointed and qualified.

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

4. **COMPENSATION.** During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the 2005 Salary Ordinance/Resolution plus medical benefits.

5. **EQUAL OPPORTUNITY.**

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

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

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

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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.

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.

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Mayor
Clerk

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

1. **APPOINTMENT.** Harold George is hereby appointed and retained as Public Defender.

2. **TERM.** The term of this appointment shall be effective through December 31, 2005 and/or until a successor is duly appointed and qualified.

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

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

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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.

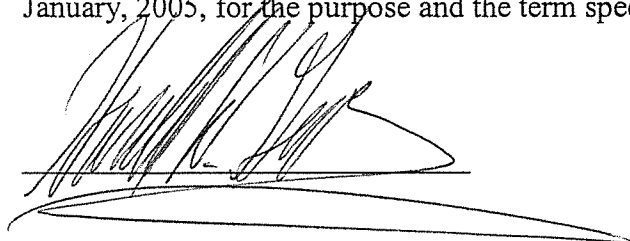
7. **Modification.** No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township and the Attorney.

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.

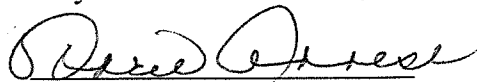
9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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 1st day of January, 2005, for the purpose and the term specified herein.




Mayor


Clerk



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

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

January 26, 2005

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 2004 audit. Please have both copies signed by the appropriate official and return one copy to me at your earliest convenience. The original should be retained in your files.

We welcome this opportunity to serve the Township.

Very truly yours,

BOWMAN & COMPANY LLP

A handwritten signature in cursive script, appearing to read "Kirk N. Applegate".

Kirk N. Applegate

KNA:bo
Enclosure

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, New Jersey 08046, County of Burlington, State of New Jersey, hereinafter referred to as "Municipality," and Kirk N. Applegate, 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, 2004 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, 2004, 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 2004 Annual Financial Statement, 2004 Annual Debt Statement and assist in preparing the 2005 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(I).

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.

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, 2004 through the period of time required for performance of the specific functions set forth in Section 1 of this contract in accordance with the rules and regulations of the Division of Local Government Services of the Department of Community Affairs of the State of New Jersey.

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

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

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

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

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

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

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

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

ENGAGEMENT CONTRACT (CONT'D)

SECTION 8. AFFIRMATIVE ACTION (CONT'D).

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

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

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	\$189.00
Manager	132.00/150.00/167.00
Supervisor	103.00/106.00/113.00
Senior Accountant	83.00/86.00/91.00
Staff Accountant	72.00/74.00/78.00
General Administration/ Report Processing	50.00

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

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

ENGAGEMENT CONTRACT (CONT'D)


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

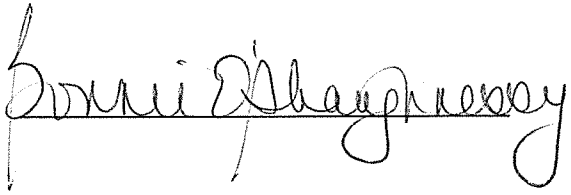
Township of Willingboro

By: 
Date: 1-31-05

Attest: 

Bowman & Company LLP:

By: 
Date: 1-26-05

Attest: 

APPENDIX 1 - EXTERNAL QUALITY CONTROL REVIEW REPORT



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

NEW YORK, NEW YORK
(212) 682-1600

FLEMINGTON, NEW JERSEY
(908) 782-3021

PRINCETON, NEW JERSEY
(609) 897-0200

ROCHELLE PARK, NEW JERSEY
(201) 712-0700

WALL, NEW JERSEY
(732) 919-1400

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

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

WWW.AMPER.COM

July 11, 2002

To the Partners of
Bowman & Company LLP

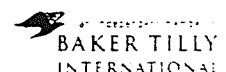
We have reviewed the system of quality control for the accounting and auditing practice of **Bowman & Company LLP (the firm)** in effect for the year ended May 31, 2002. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of conforming with professional standards. The elements of quality control are described in the Statements of Quality Control Standards issued by the American Institute of Certified Public Accountants (AICPA). The design of the system and compliance with it are the responsibility of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with the system based on our review.

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

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

In our opinion, the system of quality control for the accounting and auditing practice of **Bowman & Company LLP** in effect for the year ended May 31, 2002, 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.

AMPER, POLITZINER & MATTIA P.C.



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 04-07 - In addition to the procedures performed to meet GAAS and *Government Auditing Standards* requirements, the Single Audit Act, Circular A-133 and New Jersey Circular 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-2002** to **15-FEB-2005**



BOWMAN & COMPANY LLP
601 WHITE HORSE ROAD
VOORHEES NJ 08043

Roland W. Marchand

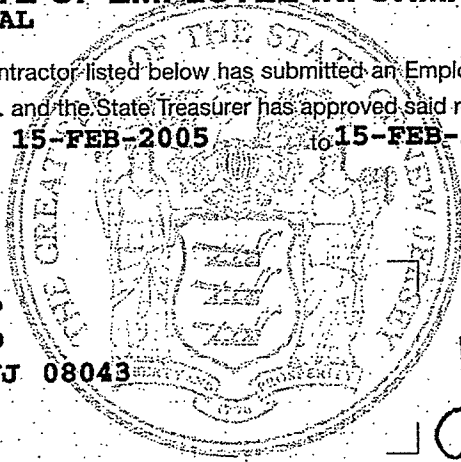
State Treasurer

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

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

NJ 08043



A handwritten signature in cursive script, reading "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
PO BOX 282
TRENTON, NJ 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

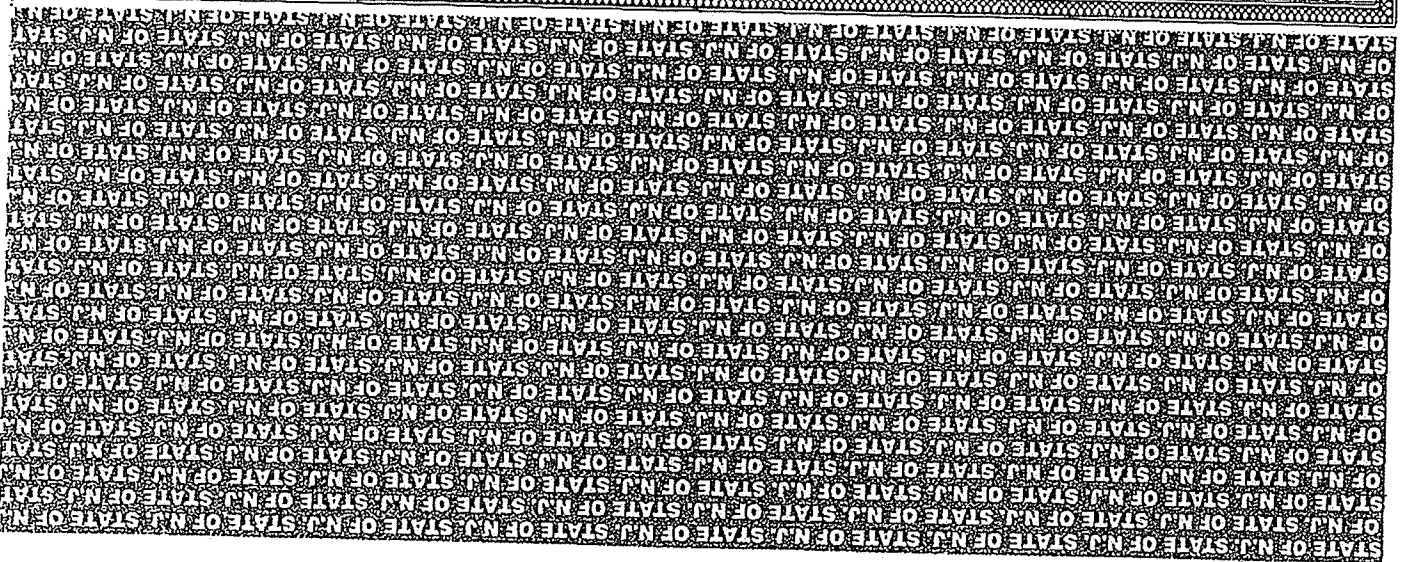
ISSUANCE DATE:
04/10/03

EFFECTIVE DATE:
02/01/83

FORM-BRC(08-01)

Acting Director

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



A G R E E M E N T

THIS AGREEMENT, made as of this 25th day of Oct, 2005, between the TOWNSHIP OF WILLINGBORO IN THE COUNTY OF BURLINGTON, 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 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 or beyond the scope of those specified above will be billed at the blended hourly rates of \$90 per hour for legal assistants and \$190 per hour for attorneys. Services rendered on an hourly basis as reflected above or beyond the scope of those specified above for which the Client is being reimbursed by a private entity shall be billed at the hourly rates for private entities in effect as of the time such services are rendered.

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.

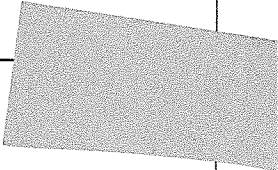
4. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-5.3 promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply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

ATTEST:

David F. [Signature]
Clerk

By: *[Signature]* 

McMANIMON & SCOTLAND, L.L.C.

By: *[Signature]*

A G R E E M E N T

THIS AGREEMENT, made as of this 5~~th~~ day of Oct, 2005, between the TOWNSHIP OF WILLINGBORO IN THE COUNTY OF BURLINGTON, 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 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.

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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.

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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.

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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 refund of the fees described herein.

G. Services rendered on an hourly basis as reflected above and the scope of those specified above will be billed at the blended hourly rates and per hour for legal assistants and \$190 per hour for attorneys. Services rendered on an hourly basis as reflected above or beyond the scope of those specified above for which the Client is being reimbursed by a private entity shall be billed at the hourly rates for private entities in effect as of the time such services are rendered.

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 IN THE COUNTY OF BURLINGTON 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 IN THE
COUNTY OF BURLINGTON

ATTEST:

By: *Ellie Campbell*

David Jones
Clerk

McMANIMON & SCOTLAND, L.L.C.

By: *Ronald J. Jones*

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

9/19/05
Are we OK
with this?

HAND DELIVERED ON: _____

MAILED OUT ON: _____

FAXED ON: 8/24/05

MATERIAL SENT: Contract - McManis
Bond Counsel - Appointed at Reorg.
FOR Mayor's Signature.

9/27/05
Checked w/ M.A.
At Council
meeting
He will look at

10/4/05
checked w/ M.A.
to pull get Post one

FOR INFORMATION _____

REVIEW 6 pages

APPROVAL

NEEDED BY: ASAP - THANKS

Conf of
an
Campbell
Apr: 2/05
M.A.

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

HAND DELIVERED ON: _____

MAILED OUT ON: _____

FAXED ON: 8/24/05

MATERIAL SENT: CONTRACT - McMANIMON SCOTLAND
BOND COUNSEL - Appointed AT Reorg.
FOR Mayor's SIGNATURE.

FOR INFORMATION _____

REVIEW ✓ 6 pages

APPROVAL ✓

NEEDED BY: ASAP - THANKS

 * P. 01 *
 * TRANSACTION REPORT *
 * AUG-24-2005 WED 01:32 PM *
 * DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP *
 * AUG-24 01:30 PM ARMSTRONG 1'38" 6 SEND OK 259 *
 * TOTAL : 1M 38S PAGES: 6 *

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

HAND DELIVERED ON: _____

MAILED OUT ON: _____

FAXED ON: 8/24/05

MATERIAL SENT: Contract - McManis Mountain Scotland
Band Counsel - Appointed at Reorg.
For Mayor's Signature.

McMANIMON & SCOTLAND, L.L.C.

ATTORNEYS AT LAW

TELEPHONE
(973) 622-1800

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

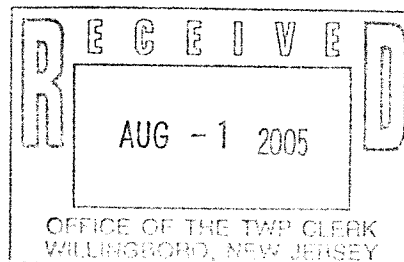
FAX (973) 622-7333
FAX (973) 622-3744

Direct Dial 973-622-5056

July 27, 2005

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

Re: Fee Agreement




Dear Marie:

In accordance with your request, I have enclosed two (2) executed copies of our standard of Fee Agreement between the Township of Willingboro and our firm to serve as bond counsel for the next fiscal year. Please express our sincere appreciation to the Mayor and members of the Township Committee for this reappointment.

Best wishes for a successful year.

Sincerely yours,


Ronald J. Ianoale

RJI/bjr
Enclosure

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 for the completion of an unexpired term – 12/31/05.
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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

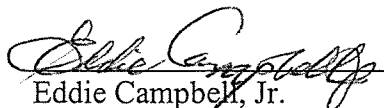
8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any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

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

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

In Witness Whereof, this Agreement has been executed on this 1st day of January, 2005, for the purpose and the term specified herein.

Township of Willingboro


Eddie Campbell, Jr.

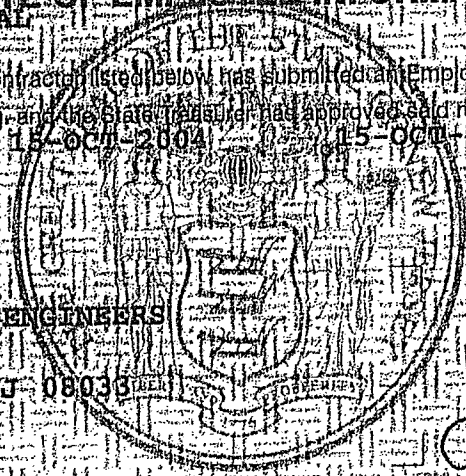

Marie Annese, RMC, Twp. Clerk.


Remington & Vernick

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. 17:27-11.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-001-2004 to 15-001-2007.



REMINGTON & VERNICK ENGINEERS
232 KINGS HIGHWAY EAST
HADDONFIELD NJ 08033

John J. Silberman
State Treasurer

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0280

TAXPAYER NAME:
REMINGTON & VERNICK ENGINEERS INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
210-645-725/000

SEQUENCE NUMBER:
0107728

ADDRESS:
232 KINGS HIGHWAY EAST
HADDONFIELD NJ 08033-8899

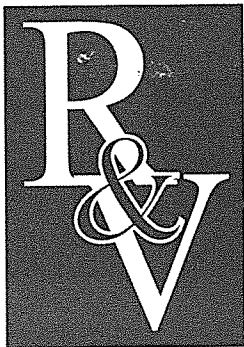
ISSUANCE DATE:
09/01/04

EFFECTIVE DATE:
04/23/51

John S. Kelly
Acting Director

FORM-BRC(08-04)

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



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

July 26, 2005

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

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

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

University Office Plaza
Commonwealth Building
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)

www.rve.com

Township of Willingboro
One Salem Road
Willingboro, NJ 08046

ATTN: Marie Annese, RMC
Township Clerk

RE: **Contract - 2005
Township Engineer**

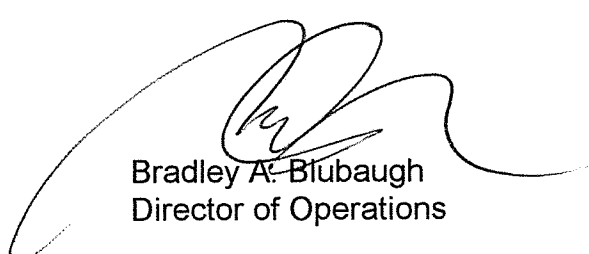
Dear Ms. Annese:

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 copies of the Certificate of Employee Information Report and 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

Established in 1901

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 for the completion of an unexpired term – 12/31/05.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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


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

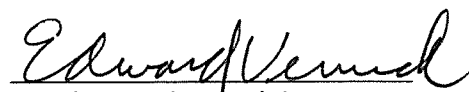
10. **Amendments.** The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

In Witness Whereof, this Agreement has been executed on this 1st day of January, 2005, for the purpose and the term specified herein.

Township of Willingboro


Eddie Campbell, Jr.


Marie Annese, RMC, Twp. Clerk.


Remington & Vernick

RESOLUTION NO. 2005- 4

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

BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1st day of January, 2005 as follows:

1.; Wachovia, Bank of America, Farmers & Mechanics, New Jersey State Cash Management Fund, N.J.ARM, Commerce Bank, are designated as depositories for any and all funds of the Township for the calendar year 2005. The custodian shall be the Township Treasurer. All disbursements shall be made by check signed by the Manager and the Treasurer or Mayor, after review and initial approval of the voucher by the Township Manager. The voucher will thereafter be presented to Township Council at its next meeting for ratification. The term "Manager" shall include the Acting Manager during that period of time when an Acting Manager is so designated by the Township Manager.

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

3. The second Tuesday of each month, at 8:00 p.m. prevailing time, at the Municipal Complex, One Salem Road, Willingboro, New Jersey, is designated as the formal meeting of Township Council for the receipt of public comments, subject to further changes as may be determined by Council, and this shall be the meeting place for all other governmental bodies of the Township, except the Municipal Utilities Authority.

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

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

5. A petty cash fund in the amount of two-thousand dollars (\$2,000) is established pursuant to R.S.40A:5-21 for the utilization by the Office of the Welfare Director of the Township, in order to permit the Director to draw checks for emergency assistance as provided by law, when the Treasurer's Office of the Township is closed. The custodian of such funds shall be Deborah Anderson, and the fund shall be closed out prior to December 31, 2005, in accordance with existing law.

6. A petty cash fund in the amount of five hundred dollars (\$500) is established pursuant to R.S. 40A:5021 for utilization by the Township Recreation

Department to make payments for small purchases. The custodian of such funds shall be Harry W. McFarland and the existing fund shall be closed out prior to December 31, 2005, in accordance with existing law.

7. A petty cash fund in the amount of one hundred dollars (\$100) is established pursuant to R.S. 40A5-21 for utilization by the Township Treasurer’s Office. The custodian of such funds shall be Joanne G. Diggs, provided that such funds shall be closed out prior to December 31, 2005 in accordance with existing law.

8. A petty cash fund in the amount of five hundred dollars (\$500) is established pursuant to R.S. 40A:5-21 for utilization by the Police Department, to pay for information provided to the Department. The custodian of such funds shall be Director of Public Safety, Benjamin C. Braxton, provided such funds shall be closed out prior to December 31, 2005 in accordance with existing law.


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

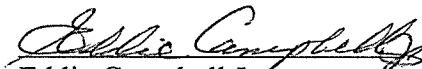
10. The Tax Collector of the Township is authorized to discontinue the collection of interest for taxes in sums less than fifty cents (50).

11. Pursuant to Revised Ordinances, Section 2-5.9, the following is hereby designated as Deputy Township Clerk, to perform the duties provided by law, at no added compensation: CARMELA SPYCH and SARAH WOODING is hereby designated as DEPUTY TOWNSHIP CLERK to perform the duties as provided by law and to be compensated in accordance with the Township Salary Ordinance.

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

Attest:


Marie Annese, RMC
Township Clerk


Eddie Campbell Jr.
Mayor

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