

RESOLUTION NO. 1 - 2004

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
WILLINGBORO PROVIDING FOR TEMPORARY BUDGET  
APPROPRIATIONS FOR 2004

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, 2004, for the purposes required therein; and


WHEREAS, it has been determined that one-fourth of the total appropriations in the 2003 budget, exclusive of any appropriations made for Debt Service, Capital Improvement Fund, Public Welfare Administration and Public Assistance (State Aid Agreement) in the said 2003 budget is the sum of \$5,459,888

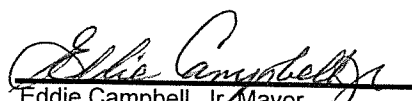
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in Reorganization session this 1st day of January, 2004 at the Municipal Complex, Salem Road, Willingboro, New Jersey, that the following temporary appropriations be made and that a certified copy of the Resolution be transmitted to the Chief Financial Officer and such other Municipal and State Officials as required by law.

Account #	Account Name	Amount
1 - 20 - 100 - 101 - 10	TOWN MANAGER SALARY & WAGES:	63,266
1 - 20 - 100 - 101 - 20	TOWN MANAGER OTHER EXPENSES:	4,890
1 - 20 - 100 - 102 - 20	RECEPTIONIST OTHER EXPENSES:	12,500
1 - 20 - 100 - 103 - 20	ADVISORY COMM OTHER EXPENSES:	13,038
1 - 20 - 105 - 0 - 20	HUMAN RESOURCE OTHER EXPENSES:	6,975
1 - 20 - 110 - 110 - 10	TOWN COUNCIL SALARY & WAGES:	11,375
1 - 20 - 110 - 110 - 20	TOWN COUNCIL OTHER EXPENSES:	56,165
1 - 20 - 120 - 0 - 10	TOWNSHIP CLERK SALARY & WAGES:	32,507
1 - 20 - 120 - 0 - 20	TOWNSHIP CLERK OTHER EXPENSES:	6,875
1 - 20 - 130 - 0 - 10	FINANCE ADMIN SALARY & WAGES:	80,920
1 - 20 - 130 - 0 - 20	FINANCE ADMIN OTHER EXPENSES:	14,000
1 - 20 - 135 - 0 - 20	AUDIT SERVICES OTHER EXPENSES:	16,250
1 - 20 - 145 - 0 - 10	TAX COLLECTION SALARY & WAGES:	52,395
1 - 20 - 145 - 0 - 20	TAX COLLECTION OTHER EXPENSES:	3,208
1 - 20 - 150 - 0 - 10	TAX ASSESSMENT SALARY & WAGES:	28,250
1 - 20 - 150 - 0 - 20	TAX ASSESSMENT OTHER EXPENSES:	2,869
1 - 20 - 155 - 0 - 10	TWP ATTORNEY SALARY & WAGES:	16,214
1 - 20 - 155 - 0 - 20	TWP ATTORNEY OTHER EXPENSES:	31,425
1 - 20 - 165 - 0 - 20	ENGINEER COSTS OTHER EXPENSES:	5,000
1 - 21 - 180 - 0 - 10	PLANNING BOARD SALARY & WAGES:	225
1 - 21 - 180 - 0 - 20	PLANNING BOARD OTHER EXPENSES:	1,413
1 - 21 - 190 - 0 - 20	ZONING BOARD OTHER EXPENSES:	913
1 - 22 - 195 - 195 - 10	CONST OFFICIAL SALARY & WAGES:	39,988
1 - 22 - 195 - 195 - 20	CONST OFFICIAL OTHER EXPENSES:	1,488
1 - 22 - 195 - 196 - 10	HOUSING INSPEC SALARY & WAGES:	78,386
1 - 22 - 195 - 196 - 20	HOUSING INSPEC OTHER EXPENSES:	30,225
1 - 22 - 195 - 199 - 10	UNIFORM FIRE SALARY & WAGES:	11,504
1 - 23 - 210 - 0 - 1	Insurance Buyback	46,000
1 - 23 - 210 - 1 - 20	LIABILITY INS OTHER EXPENSES:	133,757
1 - 23 - 220 - 0 - 20	EMPLOYEE GROUP OTHER EXPENSES:	400,000
1 - 23 - 225 - 0 - 175	Unemployment Insurance	6,250
1 - 25 - 240 - 240 - 10	ADMINISTRATION SALARY & WAGES:	35,531
1 - 25 - 240 - 240 - 20	ADMINISTRATION OTHER EXPENSES:	9,732
1 - 25 - 240 - 241 - 10	PATROL SALARY & WAGES:	921,656
1 - 25 - 240 - 241 - 20	PATROL OTHER EXPENSES:	7,370
1 - 25 - 240 - 243 - 10	SPECIAL OFFICE SALARY & WAGES:	21,750
1 - 25 - 240 - 243 - 20	SPECIAL OFFICE OTHER EXPENSES:	620
1 - 25 - 240 - 244 - 10	DETECTIVES SALARY & WAGES:	240,799
1 - 25 - 240 - 244 - 20	DETECTIVES OTHER EXPENSES:	4,872
1 - 25 - 240 - 245 - 10	CRIME PREVENT SALARY & WAGES:	26,088
1 - 25 - 240 - 245 - 20	CRIME PREVENT OTHER EXPENSES:	1,920
1 - 25 - 240 - 246 - 10	PROPERTY ID SALARY & WAGES:	9,860
1 - 25 - 240 - 246 - 20	PROPERTY ID OTHER EXPENSES:	110

Account #	Account Name	Amount
1 - 25 - 240 - 247 - 10	STAFF SERVICES SALARY & WAGES:	61,669
1 - 25 - 240 - 247 - 20	STAFF SERVICES OTHER EXPENSES:	72,724
1 - 25 - 240 - 249 - 10	TRAFFIC GUARDS SALARY & WAGES:	133,729
1 - 25 - 240 - 249 - 20	TRAFFIC GUARDS OTHER EXPENSES:	720
1 - 25 - 252 - 0 - 20	EMERGENCY MGMT OTHER EXPENSES:	3,525
1 - 25 - 260 - 0 - 1	Emergency Squad - Contribution	11,250
1 - 25 - 265 - 0 - 10	FIRE DEPT SALARY & WAGES:	141,330
1 - 25 - 265 - 0 - 20	FIRE DEPT OTHER EXPENSES:	69,125
1 - 25 - 275 - 0 - 10	PROSECUTOR SALARY & WAGES:	8,460
1 - 26 - 290 - 290 - 10	PW ADMIN SALARY & WAGES:	20,557
1 - 26 - 290 - 290 - 20	PW ADMIN OTHER EXPENSES:	225
1 - 26 - 290 - 291 - 10	STREETS & ROAD SALARY & WAGES:	307,106
1 - 26 - 290 - 291 - 20	STREETS & ROAD OTHER EXPENSES:	51,938
1 - 26 - 290 - 292 - 10	SNOW REMOVAL SALARY & WAGES:	10,000
1 - 26 - 290 - 292 - 20	SNOW REMOVAL OTHER EXPENSES:	43,500
1 - 26 - 300 - 0 - 20	TRAFFIC SIGNAL OTHER EXPENSES:	2,600
1 - 26 - 305 - 0 - 10	RECYCLING SALARY & WAGES:	12,276
1 - 26 - 305 - 0 - 20	RECYCLING OTHER EXPENSES:	1,063
1 - 26 - 305 - 1 - 1	Garbage & Trash - Contractual	200,000
1 - 26 - 310 - 0 - 10	BUILDING & GRD SALARY & WAGES:	34,170
1 - 26 - 310 - 0 - 20	BUILDING & GRD OTHER EXPENSES:	32,000
1 - 27 - 330 - 0 - 10	PUBLIC HEALTH SALARY & WAGES:	18,750
1 - 27 - 340 - 0 - 10	ANIMAL CONTROL SALARY & WAGES:	29,823
1 - 27 - 340 - 0 - 20	ANIMAL CONTROL OTHER EXPENSES:	3,100
1 - 27 - 345 - 0 - 10	PUBLIC ASSIST SALARY & WAGES:	14,987
1 - 27 - 345 - 0 - 20	PUBLIC ASSIST OTHER EXPENSES:	1,300
1 - 27 - 350 - 0 - 10	OFF. ON AGING SALARY & WAGES:	27,991
1 - 27 - 350 - 0 - 20	OFF ON AGING OTHER EXPENSES:	2,908
1 - 28 - 370 - 0 - 10	RECR SERV&PROG SALARY & WAGES:	147,117
1 - 28 - 370 - 0 - 20	RECR SERV&PROG OTHER EXPENSES:	66,218
1 - 28 - 420 - 0 - 20	PUBLIC EVENTS OTHER EXPENSES:	17,500
1 - 29 - 390 - 0 - 10	LIBRARY SALARY & WAGES:	11,360
1 - 29 - 390 - 0 - 20	LIBRARY OTHER EXPENSES:	325,000
1 - 31 - 430 - 0 - 20	ELECTRICITY OTHER EXPENSES:	65,000
1 - 31 - 435 - 0 - 20	STREET LIGHT OTHER EXPENSES:	100,000
1 - 31 - 440 - 0 - 20	TELEPHONE OTHER EXPENSES:	24,500
1 - 31 - 445 - 0 - 20	WATER OTHER EXPENSES:	2,250
1 - 31 - 446 - 0 - 20	NATURAL GAS OTHER EXPENSES:	50,000
1 - 31 - 450 - 0 - 20	TELECOMMUNICAT OTHER EXPENSES:	19,500
1 - 31 - 460 - 0 - 20	GASOLINE OTHER EXPENSES:	75,000
1 - 32 - 465 - 0 - 20	LANDFILL/WASTE OTHER EXPENSES:	325,000
1 - 36 - 472 - 0 - 20	SOCIAL SECURIT OTHER EXPENSES:	212,766
1 - 43 - 490 - 0 - 10	MUN.COURT SALARY & WAGES:	42,442
1 - 43 - 490 - 0 - 20	MUN.COURT OTHER EXPENSES:	3,968
1 - 43 - 495 - 0 - 10	PUBLIC DEFENDE SALARY & WAGES:	3,522
1 - 43 - 495 - 0 - 20	PUBLIC DEFENDE OTHER EXPENSES:	750
1 - 45 - 920 - 0 - 20	Municipal Debt Service	3,568,998
		<u>8,866,288</u>
Less:	Debt Service	-3,568,998
	Public Assistance	-16,287
Total Temporary Budget		<u><u>5,281,003</u></u>

Date: 1 January 2004

  
 Marie Annese, RMC  
 Township Clerk

  
 Eddie Campbell, Jr, Mayor

RESOLUTION NO. 2004 - 2

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

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

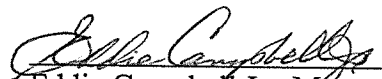
WHEREAS, the services to be performed in such offices are regulated by law and the persons to be appointed are practicing recognized professions;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 1<sup>st</sup> day of January, 2004, that the following appointments are made pursuant to N.J.S.A.-2B:12-27 for a term expiring 12/31/04

:

Michael Armstrong	<b>Township Solicitor</b>
Kimberly Phillips	<b>Assistant Township Solicitor</b>
John E. Collins	<b>Municipal Prosecutor</b>
Denise A. Kuestner	<b>Substitute Prosecutor</b>
Harold W. George	<b>Public Defender</b>
Remington & Vernick	<b>Consulting Engineer</b>
Stephen E. Ryan Acting for Edmund D. Bowman	<b>Township Auditor</b>
Edward J. McManimon, Scotland & McManimon	<b>Bond Counsel</b>

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

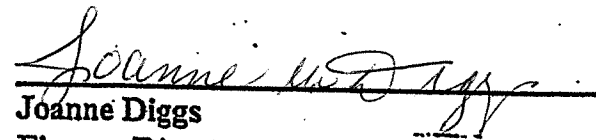
CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

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 2004 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 31<sup>st</sup> day of June 2004 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. 2004- 2 at its January 1, 2004 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, 2004 and ending December 31, 2004, for the performance of legal services hereinafter set forth. Michael A. Armstrong, Esquire may have a member of his firm, Law Office of Michael A. Armstrong, represent said Township in his absence.
2. Solicitor hereby accepts such employment and agrees to represent the Township in judicial and administrative proceedings in which the municipality may be party or have an interest, and shall, at the direction of the governing body, represent its elected and appointed officers, departments and agencies in judicial and administrative proceedings in which they shall be a party or have an interest. Solicitor shall give all legal counsel and advice where required by the Township or any member thereof and shall, in general, serve as the legal advisor to the Mayor and Council on all matters of Township business. In furtherance of such general powers and duties, but without limitation thereof, the Township Solicitor shall:
  - A. Draft or approve as to form and sufficiency all legal documents, contracts, deeds, ordinances and resolutions made, executed or adopted by or on behalf of the municipality.
  - B. With the approval of the Council, conduct appeals from orders, decisions or judgments affecting any interest of the Township as he may, in his discretion, determine to be necessary or desirable or as directed by Mayor and Council.
  - C. Subject to the approval of the Council, have power to enter into any compromise or settlement of any litigation in which the Township is involved.
  - D. Render opinions in writing or verbally upon any question of law submitted to him by the Township or any member thereof with respect to their official powers and duties, and perform such duties as may be necessary to provide legal counsel to the Council and Mayor in the administration of municipal affairs.

**EMPLOYMENT AGREEMENT  
TOWNSHIP SOLICITOR**

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

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

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

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

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

4. The attorney's annual employment contract shall be Seventy-Five Thousand Four Hundred and Ninety-Four (\$75,494.00) dollars, which shall be paid in the form of salary and benefits. The attorney's salary shall be Sixty-Three Thousand Seven Hundred and Fifty (\$63,750.00) dollars, payable in twenty-six (26) equal installments. The benefits, Eleven Thousand Seven Hundred and Forty-Four (\$11,744.00) 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.

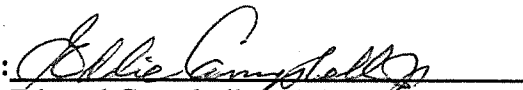
**EMPLOYMENT AGREEMENT  
TOWNSHIP SOLICITOR**

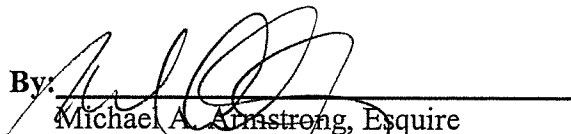
IN WITNESS WHEREOF, of the parties have set their hands and seals the day and year first above written.

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
Armstrong	II	63,750.00	-	4,463	4,781		0	2500	0 \$ 75,494



**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 thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the ACT. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the ACT during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this ACT. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or the OWNER incurs any expenses to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

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

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

WHEREAS, the Township of Willingboro requires the services of an Attorney-at-Law to serve as Assistant Township Solicitor; 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 Phillips an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. Kimberly Phillips is hereby appointed and retained as Assistant Township Solicitor.
2. TERM. The term of this appointment shall commence January 1, 2004 and continue until December 31, 2004 and until a successor is duly appointed and qualified.
3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the Assistant Township Solicitor as set forth in the Revised General Ordinances of the Township of Willingboro.
4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
5. EQUAL OPPORTUNITY.

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

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

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

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative of worker\*s 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, 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

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.

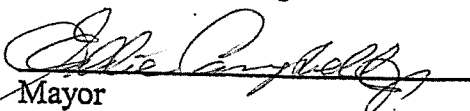
8. **No Waiver.** No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any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

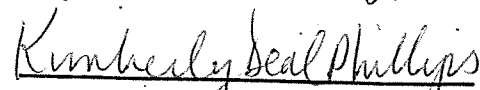
10. **Amendments.** The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.

**In Witness Whereof,** this Agreement has been executed on this 1st day of January, 2004, for the purpose and the term specified herein.

Township of Willingboro

  
Mayor

  
Clerk

  
Kimberly Deal Phillips, Esq.

**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 and continue until December 31, 2004 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.

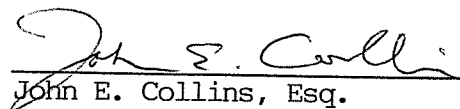
9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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, 2004, for the purpose and the term specified herein.

Township of Willingboro

  
Mayor

  
John E. Collins, Esq.

  
Clerk

**PROFESSIONAL SERVICES AGREEMENT**

**Between the Township of Willingboro  
and Denise A. Kuestner, Esq.**

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

WHEREAS, Ms. Kuestner 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 Denise A. Kuestner an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. Denise Kuestner is hereby appointed and retained as Substitute Prosecutor.

2. TERM. The term of this appointment shall commence January 1, 2004 and continue until December 31, 2004 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 Substitute 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 Substitute Prosecutor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Attorney shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

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

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

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

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

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

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

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

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.

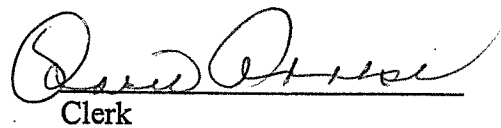
9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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, 2004, for the purpose and the term specified herein.

Township of Willingboro

  
Mayor

  
Clerk

  
Denise A. Kuestner, Esq.

**PROFESSIONAL SERVICES AGREEMENT**  
**Between the Township of Willingboro**  
**and Denise A. Kuestner, Esq.**

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

WHEREAS, Ms. Kuestner 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 Denise A. Kuestner an Attorney-at-Law of the State of New Jersey as follows:

1. APPOINTMENT. Denise Kuestner is hereby appointed and retained as Substitute Prosecutor.

2. TERM. The term of this appointment shall commence January 1, 2004 and continue until December 31, 2004 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 Substitute 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 Substitute Prosecutor shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The Attorney shall comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

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

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

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

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

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 worker\*s 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, 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

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, 2004, for the purpose and the term specified herein.

Township of Willingboro

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Denise A. Kuestner, Esq.



LAW OFFICES  
**SUMNERS GEORGE**  
A PROFESSIONAL CORPORATION

849 WEST STATE STREET  
P.O. BOX 0630  
TRENTON, NEW JERSEY 08604

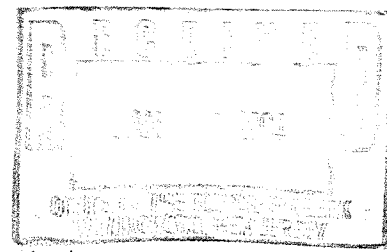
TEL: (609) 393-6604  
FAX: (609) 394-8003

WRITER'S E-MAIL ADDRESS:  
[haroldg@sgdesqs.com](mailto:haroldg@sgdesqs.com)

THOMAS W. SUMNERS, JR.\*  
HAROLD W. GEORGE

MORRIS G. SMITH\*  
COUNSEL

\*MEMBER OF NJ & PA BAR



January 15, 2004

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

**RE: Professional Services Agreement**

Dear Ms. Annese:

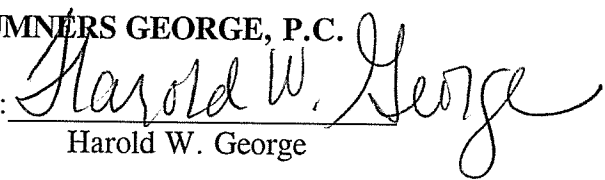
Enclosed please find an original and two (2) copies of the Professional Services Agreement between the Township of Willingboro and Harold W. George, Esquire as duly executed by the undersigned.

Thank you for your kind attention to this matter. Should you have any questions or concerns please feel free to contact the undersigned at the number or e-mail listed above.

Very truly yours,

SUMNERS GEORGE, P.C.

By:

  
Harold W. George

HWG:amb  
Enclosure

**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, Harold 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 Kimberly Phillips 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 commence January 1, 2004 and continue until December 31, 2004 and until a successor is duly appointed and qualified.
3. SERVICE. During the term of this Agreement, the Attorney agrees to provide legal services to the Township of Willingboro as the **Public Defender** as set forth in the Revised General Ordinances of the Township of Willingboro.
4. COMPENSATION. During the term of this Agreement, the Attorney shall be compensated in accordance with the salary established in the Salary Ordinance.
5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the **Public Defender** shall not discriminate against any employee or applicant for employment because of race, 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 worker\*s 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, 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

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.

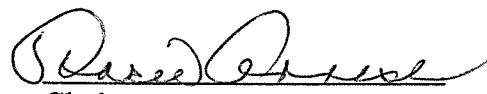
9. **Entire Agreement** This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released, or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

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, 2004, for the purpose and the term specified herein.

Township of Willingboro

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Harold George, Esq.

**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, Harold 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 Kimberly Phillips 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 commence January 1, 2004 and continue until December 31, 2004 and until a successor is duly appointed and qualified.

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

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

5. EQUAL OPPORTUNITY.

A. In consideration of the execution of this Agreement, the Public Defender shall not discriminate against any employee or applicant for employment because of reach, religion, color, sex, marital status, or national origin. The 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 worker\*s 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, 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

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, 2004, for the purpose and the term specified herein.

Township of Willingboro

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

  
\_\_\_\_\_  
Harold George, Esq.

**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, 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, 2003 and all other related statements and supplementary schedules prepared in conformity with the Requirements of Audit as promulgated by the Division of Local Government Services, Department of Community Affairs, State of New Jersey for the year then ending, for the purpose of expressing an opinion on them as to whether these financial statements are fairly presented, in all material respects, in conformity with accounting practices prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

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

D. The Accountant will present for purposes of additional analysis the Schedule of Expenditures of Federal Awards and Schedule of Expenditures of State Financial Assistance, and all related disclosures, if required under the Single Audit Law. Although they are not necessary for a fair presentation of the basic financial statements for the year ending December 31, 2003, 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 2003 Annual Financial Statement, 2003 Annual Debt Statement and assist in preparing the 2004 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 statues 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	\$180.00
Manager	126.00/143.00/159.00
Supervisor	98.00/101.00/108.00
Senior Accountant	79.00/82.00/87.00
Staff Accountant	68.00/70.00/74.00
General Administration/ Report Processing	48.00

**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.

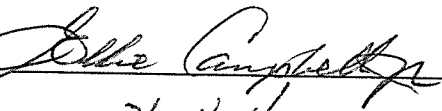
The Municipality represents that all bills rendered in keeping with this agreement shall be paid within forty-five (45) calendar days from the date rendered

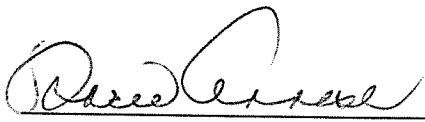
**SECTION 11. MEDIATION.** In the unlikely event that a dispute arises out of or relates to the engagement described herein, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration 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.

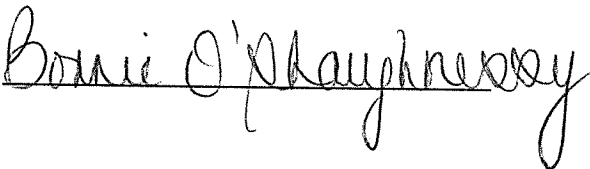
**Township of Willingboro**

By:   
Date: 2/24/04

Attest: 

**Bowman & Company LLP:**

By:   
Date: FEB. 4, 2004

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.

*Steven Politziner & Mattia P.C.*

 BAKER TILLY  
INTERNATIONAL

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

### INTERNAL CONTROL STRUCTURE

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

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

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

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

Responsibility under the Single Audit Act, Circular A-133 and Circular 04-07 - 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. Wachsold*

State Treasurer



# TOWNSHIP OF WILLINGBORO

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

April 30, 2004

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

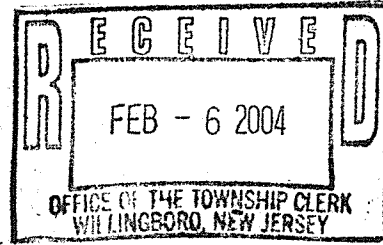
Dear Ms. Applegate:

Enclosed is a fully executed copy of the Engagement Contract for Municipal Auditing. Please excuse the delay in getting this out to you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Encl.



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

February 4, 2004

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 2003 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

Kirk N. Applegate

SER:bo  
Enclosure



651 High Street  
Burlington, NJ 08016  
(609) 387-2800  
Fax (609) 387-3009  
www.lwrengineers.com

168 W. Ridge Pike  
Limerick, PA 19468  
(800) 640-8921

Robert W. Lord, PE & LS, PP  
Raymond L. Worrell, II, PE & LS, PP, CME  
Jeffrey S. Richter, PE, PP

December 5, 2003

Mark E. Malinowski, PE

Ms. Denise Rose, Township Manager  
Willingboro Township  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

John P. Augustino

Stephen L. Berger

Gerald J. DeFelicis, Jr., CLA, PE, AICP

Barry S. Dirkin

Carl A. Turner, PE

RE: 2002 Roadway Repairs  
Willingboro Township  
Payment Certification No. 5 and Change Order No. 1  
LWR File No. 2002-39-31

Patrick J. Ennis, PE

Dear Ms. Rose:

Gordon L. Lenher, LS

This letter is to certify that Trap Rock Industries, P.O. Box 419, Kingston, NJ 08528, has partially completed the above referenced contract. We are certifying that payment be made in the amount of

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

***Thirty Nine Thousand Four Hundred Twenty Four Dollars and 22/100--(\$39,424.22)***

Consultants

This is in accordance with the enclosed Payment Certification and Change Order No. 1.

C. Kenneth Anderson, PE & LS, PP

If you have any questions or require additional information, please call.

Philip C. DiMartino, CPRP

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE  
Willingboro Township Engineer

CAT:db

Enclosures

cc: Trap Rock Industries  
John P. Augustino, LWR Director of Inspections

F:\2003\USR\2002-39-31\MISC\PAYCERT-5-D03.DOC



651 High Street  
Burlington, NJ 08016

CHANGE ORDER NO. 1

Contractor Trap Rock Industries, Inc. Date December 3, 2003  
 Address P.O. Box 419 Project No. 2002-39-31  
Kingston, NJ 08528 Willingboro Township  
2002 Road Repairs

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of supplementary work you agree to its performance at the prices stated.

Location and reason for changes, subsurface condition at JFK Parking Lot and the removal and bank stabilization at pipe outfall JFK lot. The reduction occurred because the subbases were in better condition on the roads then they appeared.

**SUPPLEMENTAL**

No.	Description	Quantity	Unit Price	Amount
1S	Rip Rap Scour Hole @ JFK Parking Lot	1 UT	\$ 1,566.82	\$ 1,566.82
2S	Mirafi HP 570 Fabric @ JFK Lot	Lump Sum	\$ 6,263.75	\$ 6,263.75
3S	Rip Rap Gabion and Tree Removal	Lump Sum	\$ 4,284.62	\$ 12,115.19

**EXTRA**

8	Concrete Curb	304 LF	\$ 19.50	\$ 5,928.00
9	6" R.C. Driveway Apron	6.1 SY	\$ 57.50	\$ 350.75
10	6" R.C. Handicap Ramp	41.1 SY	\$ 225.00	\$ 9,247.50
				\$ 15,562.25

**REDUCTION**

7	Removal of Concrete Base	3,691 SY	\$ 9.00	\$ 33,219.00
---	--------------------------	----------	---------	--------------

Amount of Original Contract..... \$ 821,230.00 Carl A. Turner 12/5/03  
Engineer Date

Adjusted amount of Contract due to previous Change Orders..... \$ 0 Willingboro Township  
Municipality

Supplemental..... \$ 12,115.19  
 Extra..... \$ 15,526.25 Edie Campbell  
Mayor Date

Reduction..... \$ 33,219.00 Trap Rock Industries, Inc.  
Contractor

Adjusted Amount of Contract..... \$ 815,652.44 William H. Stacola 12/8/03  
By: Signed Date  
William H. Stacola  
President

Change in Contract..... (-.0068%)

2002 Roadway Repairs Project  
Township of Willingboro, Burlington County, NJ  
LWR File No. 2002-39-31  
Trap Rock Industries, Inc.

Partial Payment No.5



Through  
12/02/03

Item	Description	Quantity	Unit Price	Original Amount Bid	Approved +/- Quantity Thru CO #	Adjusted Contract Amount	SPLMNTL	Units Built	CONTRACT Amount Earned	SPLMNTL Amount Earned
1	Maintenance & Protection of Traffic	1 LS	\$46,000.00	\$ 46,000.00	0.00	0.00	0.00	0.82	37,720.00	0.00
2	Milling, 0"-3"	30,333 SY	\$ 1.75	\$ 53,082.75	0.00	0.00	0.00	30,333.00	53,082.75	0.00
3	Roadway Excavation, Unclassified (0"-6" or 0"-11")	3,153 CY	\$ 15.50	\$ 48,871.50	0.00	0.00	0.00	2,461.50	38,153.25	0.00
4	Hot Mix Asphalt, Surface Course, Mix 1-5, 2" Thick	30,333 SY	\$ 5.25	\$159,248.25	0.00	0.00	0.00	26,660.60	139,968.15	0.00
5	Hot Mix Asphalt Base Course, Mix 1-2, 5" Thick	13,430 SY	\$ 13.00	\$174,590.00	0.00	0.00	0.00	7,374.70	95,871.10	0.00
6	Dense Graded Aggregate, Variable Thickness	2,286 CY	\$ 23.00	\$ 52,578.00	0.00	0.00	0.00	1,877.90	43,191.70	0.00
7	Removal of Concrete Base (± 6")	5,424 SY	\$ 9.00	\$ 48,816.00	0.00	0.00	0.00	1,733.00	15,597.00	0.00
8	Concrete Curb	4,754 LF	\$ 19.50	\$ 92,703.00	0.00	0.00	0.00	5,058.00	98,631.00	0.00
9	6" R.C. Driveway Apron	387 SY	\$ 57.50	\$ 22,252.50	0.00	0.00	0.00	393.10	22,603.25	0.00
10	6" R.C. Handicap Ramps	102 SY	\$ 225.00	\$ 22,950.00	0.00	0.00	0.00	143.10	32,197.50	0.00
11	Painted Fire Hydrant Symbol	8 UT	\$ 105.00	\$ 840.00	0.00	0.00	0.00	0.00	0.00	0.00
12	Painted Crosswalks	2 UT	\$ 155.00	\$ 310.00	0.00	0.00	0.00	0.00	0.00	0.00
13	24" White Stop Bar	4 UT	\$ 52.00	\$ 208.00	0.00	0.00	0.00	0.00	0.00	0.00
14	Long Life Epoxy Traffic Stripes, 4" Wide	2,000 LF	\$ 0.80	\$ 1,600.00	0.00	0.00	0.00	0.00	0.00	0.00
15	Parking Space Numbers or Letters	40 UT	\$ 11.00	\$ 440.00	0.00	0.00	0.00	0.00	0.00	0.00
16	Pedestrian Crossing Sign	4 UT	\$ 115.00	\$ 460.00	0.00	0.00	0.00	0.00	0.00	0.00
17	Inlets, Type 'B' or 'E'	3 UT	\$ 3,000.00	\$ 9,000.00	0.00	0.00	0.00	3.00	9,000.00	0.00
18	"Bike Safe" Grates	7 UT	\$ 200.00	\$ 1,400.00	0.00	0.00	0.00	6.00	1,200.00	0.00
19	Repair Inlet, Complete	11 UT	\$ 1,000.00	\$ 11,000.00	0.00	0.00	0.00	11.00	11,000.00	0.00
20	6" Perforated Corrugated Polyethylene Pipe	2,050 LF	\$ 25.00	\$ 51,250.00	0.00	0.00	0.00	2,030.00	50,750.00	0.00
21	Adjust Manhole Casting	1 UT	\$ 300.00	\$ 300.00	0.00	0.00	0.00	1.00	300.00	0.00
22	24" RCP	343 LF	\$ 60.00	\$ 20,580.00	0.00	0.00	0.00	343.00	20,580.00	0.00
23	24" RC Headwall	1 UT	\$ 2,750.00	\$ 2,750.00	0.00	0.00	0.00	1.00	2,750.00	0.00
1S	Rip Rap Scour Hole @ JFK Parking Lot	1 UT	\$ 1,566.82	\$ -	1,566.82	0.00	1,566.82	1.00	0.00	1,566.82
2S	Mirafi HP 570 Fabric @ JFK Lot	1 LS	\$ 6,263.75	\$ -	6,263.75	0.00	6,263.75	1.00	0.00	6,263.75
3S	Rip Rap Gabion and Tree Removal	1 LS	\$ 4,284.62	\$ -	4,284.62	0.00	4,284.62	1.00	0.00	4,284.62
<b>TOTALS</b>				\$821,230.00	12,115.19	0.00			672,595.70	12,115.19
									<b>Total Amount Earned</b>	<b>\$684,710.89</b>
									<b>Less Amount Previously Pd</b>	<b>\$631,592.45</b>
									<b>Less 2% Retainage</b>	<b>\$13,694.22</b>
									<b>Amount Due</b>	<b>\$39,424.22</b>



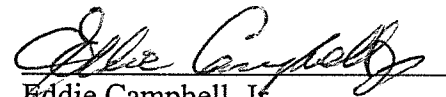
RESOLUTION NO 2004 - 17

WHEREAS, the Shelter for victims of domestic violence in Willingboro has been operated by the Providence House/Willingboro Shelter; and


WHEREAS, the Providence House/Willingboro Shelter property is owned by the Township of Willingboro; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of January, 2004, that the Mayor and Clerk are hereby authorized to execute the attached agreement on behalf of the Township.

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk





# TOWNSHIP OF WILLINGBORO

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

January 28, 2004

Jean L. Metz, ACS, LCSW  
Division Director  
Providence House/Willingboro Shelter  
PO Box 496  
Willingboro, New Jersey 08046

Dear Ms. Metz:

Attached is a copy of Resolution No. 2004 – 17 which was adopted by Willingboro Township Council at their meeting of January 6, 2004. Also attached is the original and one copy of the Public Donor Agreement between Providence House/Willingboro Shelter and Willingboro Township.

It would be appreciated if you would have the original and the copy signed by Mr. Francis E. Dolan. Upon completion please return the copy to this office.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma  
Att.

Donor Agreement # \_\_\_\_\_

PUBLIC DONOR AGREEMENT

AGREEMENT between Providence House / Willingboro Shelter of Catholic Charities (the "Provider Agency") and Willingboro Township (the "Donor").

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated to administer or supervise the administration of social services program, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated by a public donor in the form of cash or In-Kind Contributions (as defined below) may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a donation to support social services;

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. **Definitions** – For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:
  - A. **Donated Resources** means the total donation made by the Donor as match. Donated resources may include cash donations and/or In-Kind Contributions.
  - B. **In-Kind Contributions** means property or services (except the services of volunteers) which are contributed by a public entity without charge to the Provider Agency. Included as In-Kind Contributions are public contributions formerly designated as CCE (Certified Cash Expenditures). All In-Kind Contributions under this agreement are listed as Attachment I to this agreement.
2. **Term** – This Agreement shall begin on January 1, 2004 and shall terminate on December 31, 2004 barring any outstanding obligations of either party.
3. **Donated Resources** – This Donor agrees to provide Donated Resources in an amount totaling \$ 28,000 to the Provider Agency.
4. **Provision of Donated Resources** – During the term of this agreement, Donated Resources shall be Contributed by the Donor to the Provider Agency as follows:

<u>Payment(s)</u>	<u>Date Due</u>	<u>Cash</u>	<u>In-Kind*</u>	<u>Total</u>
	12/31/04	\$15,940	\$12,060	\$28,000
TOTAL		<u>\$15,940</u>	<u>\$12,060</u>	<u>\$28,000</u>

\* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources - Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment I to this agreement will be submitted with the agreement to vouch for the validity of these costs.
6. Donor's Restrictions - The Donor restricts the use of Donated Resources as follows:
- Type of Service: Domestic Violence Protective Services  
 Service Contract Title: Providence House of Catholic Charities  
 Service Contract #: 04AICS
7. Provider Agency's Obligations - In consideration of the resources donated, the Provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provision of social services is available.
- It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.
- Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.
8. Donor's Obligations - It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 4 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 4 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

The Donor's obligation to provide the Donated Resources as specified in paragraph 4 of this agreement shall not be contingent upon the Donor's ability to produce sufficient In-Kind Contributions. The Donor agrees that if sufficient In-Kind Contributions are not available to meet its obligation to the Provider Agency, the balance of the donation will be paid in cash before this agreement terminates.

In cases in which In-Kind Contributions are made, the Donor agrees to submit to the Provider Agency monthly written reports attesting to the value of the In-Kind Contributions as they are applied to the social service program. The Donor understands that this report is required by the State agency as documentation of program expenses.

9. Donor's Representations - The Donor represents that the Donated Resources are not currently being used to match expenditures in another program.


In cases in which In-Kind Contributions are made, the Donor also represents that the value of the In-Kind Contributions listed on Attachment I to this agreement fairly represents their value to the social service program.

10. Indemnification - The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

11. Audit - The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government.

The Donor understands that such an audit may include the sources of cash and/or In-Kind Contributions. The Donor further understands that it is responsible for maintaining sufficient documentation to support each kind of donation.

12. Entire Agreement - This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

BY:   
Signature of Donor's  
Authorized Representative

BY: \_\_\_\_\_  
Signature of the Provider  
Agency's Authorized  
Representative

NAME: Eddie Campbell, Jr.

NAME: Francis E. Dolan

TITLE: Mayor

TITLE: Executive Director

DONOR: Willingboro Township

PROVIDER  
AGENCY: Catholic Charities

DONOR  
ADDRESS: One Salem Road

PROVIDER  
ADDRESS: 383 West State Street

Willingboro, N.J. 08046

Trenton, NJ 08618

PHONE  
NUMBER: (609)877-2200 ext.6202

PHONE  
NUMBER: (609) 394-5181

DATED: January 6, 2004

DATED: \_\_\_\_\_

ATTACHMENT A

IN-KIND CONTRIBUTIONS

List the total In-Kind Contributions applicable to each Contract budget category. A detailed description of the In-Kind Contribution for each budget category is to be attached.

A. Personal Services	_____
B. Consultants and Professional Fees	_____
C. Materials and Supplies	_____
D. Facility Costs	\$12,060
E. Specific Assistance to Clients	_____
F. Other	_____
<b>TOTAL IN-KIND CONTRIBUTIONS</b>	<b>\$ 12,060</b>



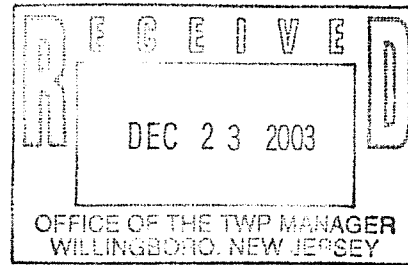
Francis E. Dolan, ACSW, LSW  
Executive Director

Barry H. Cole, Ph.D.  
Associate Executive Director/Program Services

Jean L. Metz, ACSW, LCSW  
Director, Providence House Division

December 19, 2003

Denise Rose  
Willingboro Township Manger  
One Salem road  
Willingboro, NJ 08046



Dear Denise:

It is hard to believe that another year is winding down. We have had a busy and exciting year at Providence house as we celebrated 25 years of service and of course reopening the beautifully renovated safe house. I again sincerely thank you for all of your personal support as well as the generous support of Willingboro Township.

Of course we also need to now gear up for next year. We are in the process of renewing our annual contract with the Division of Youth and Family Services. As you will remember, as part of our contract, we must provide a signed "Public Donor agreement." Once again we are requesting that Willingboro Township provide \$28,000 in funding, which includes \$15,940 in cash funds and \$12,060 in in-kind support. I have attached the Public Donor Agreement for your signature and kindly request that you return the form to me as soon as possible. The Division of youth and Family Services requires that this form be included in our contract renewal, which is due by the end of the year. I would be happy to have a staff member come by and pick it up to facilitate the process.

If you have any questions please call me at (856) 824-0599. And again thank your and the Township Council for so generously supporting Providence house/Willingboro shelter and all those we assist.

I wish you a very happy holiday season and a peace-filled new year.

Sincerely,

Jean Metz ACSW, LCSW  
Division Director

**RESOLUTION NO. 2004 - 18**  
**A RESOLUTION PROVIDING FOR A MEETING NOT**  
**OPEN TO THE PUBLIC IN ACCORDANCE WITH THE**  
**PROVISIONS OF THE NEW JERSEY OPEN PUBLIC**  
**MEETINGS ACT, N.J.S.A. 10:4-12.**

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


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

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


- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 1/13, 2004, that an Executive Session closed to the public shall be held on 1/13, 2004, at 9:30 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Eddie Campbell, Jr., Mayor

ATTEST:

  
Marie Annese, RMC  
Township Clerk

RESOLUTION NO. 2004 – 19

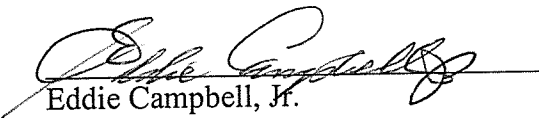
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES

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

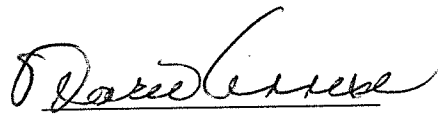
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of January, 2004, that refunds be made as per the attached schedule; and

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

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk





SURETY TITLE CORP. \$819.37  
SUITE 201  
3 GREENTREE CENTER  
MARLTON, NJ 08053  
BLOCK 503  
LOT 13  
33 MEADOWLARK LANE  
OVERPAYMENT TAXES

M&T MTG. 736.66  
ATTN: KAREN ROGERS  
ONE FOUNTAIN PLAZA  
BUFFALO, NY 14203  
BLOCK 234  
LOT 3  
12 BOXWOOD LANE  
OVERPAYMENT TAXES

SERVICETRAK 443.47  
2030 SPRINGDALE ROAD  
SUITE 800  
CHERRY HILL, NJ 08003  
BLOCK 409  
LOT 80  
234 CLUB HOUSE DRIVE  
OVERPAYMENT TAXES

STATE LINE 873.35  
272 KINGS HIGHWAY E.  
PO BOX 272  
HADDONFIELD, NJ 08033  
BLOCK 535  
LOT 34  
52 MEDALLION LANE  
OVERPAYMENT TAXES

THOMAS, WILLIAM & TURNER, TRACEY 932.49  
63 HAZELWOOD CIRCLE  
BLOCK 630  
LOT 31  
63 HAZELWOOD CIRCLE  
OVERPAYMENT TAXES

RESOLUTION NO. 2004 – 20

**A RESOLUTION AWARDING A BID FOR  
POLICE DEPARTMENT VEHICLE CONVERSION**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for Police Department Vehicle Conversions; and


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

WHEREAS, it appears to be in the best interest of the Township to accept the bid of Havis-Shield, 76 Jacksonville Road, Warminster, Pa. 18974-4803 to transfer, refurbish, rebuild and or fabricate police related emergency equipment into newly purchased vehicles; and

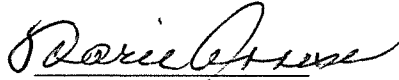
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27<sup>th</sup> day of January, 2004, that the bid be accepted in the amount of **\$3,143.75 per vehicle** with the intention of converting **nine vehicles for a total amount of \$28,293.75** as per the attached bid return sheet and recommendation; and

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

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Certification Of Availability of Funds  
-----

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

Resolution Date: 01/27/04  
Resolution Number: 2004-20

Vendor: HAVIS050 HAVIS-SHIELDS EQUIPMENT CORP.  
75 JACKSONVILLE ROAD  
PO BOX 2099 (ATTN: REBECCA)  
WARMINSTER, PA 18974

Contract: 04-00002 HAVIS POL VEHICLE CONVERSIONS

Account Number	Amount	Department
4-01-25-240-247-155	28,293.75	POLICE DEPARTMENT
Total	28,293.75	

Only amounts for the 2004 Budget Year have been certified.  
Amounts for future years are contingent upon sufficient funds being appropriated.

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

**WILLINGBORO  
POLICE DEPARTMENT**

# Memo

**To:** Denise Rose, Township Manager  
**From:** Ramona L. Barrientos, Purchasing Agent *RLB*  
**Date:** January 21, 2004  
**Subject:** Vehicle Conversion Bid Award—Police Department

---

We had two vendors bid on the vehicle conversion specifications packet. The Township Clerk has provided the results on the attached sheets.

Director Braxton has reviewed the results and is recommending Havis-Shield be awarded the contract.

Please forward the information to the Township Clerk's office in order to finalize the process. If you have any questions or require additional information, please let me know.

Att. *Approved*  
*DMA*

The Willingboro Township Police Department is seeking bids for the purpose transferring, refurbishing, rebuilding and or fabricating police related emergency equipment into newly purchased vehicles.

BID OPENED TUESDAY,  
 JANUARY 20, 2004 at 10:30AM  
 by M.A., Twp. Clerk. Also  
 present was R. Barrientos.  
 Copied all - to P.D. for rev & rec. M.A.

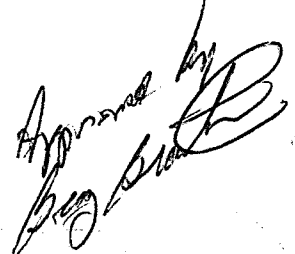
The below listed work is to be performed on each of the newly purchased vehicles:

	HAVIS SHIELDS \$ 180.00	WINNER FORD \$ 495.00
Install customer supplied Federal Smart Vector Light Bar and wire to customer supplied Smart Vector switch box.	\$ 300.00	\$ 495.00
Install customer supplied 6 outlet strobe power supply and 6 hideaway bulbs ( 2 in rear brake light lenses, 2 in rear back-up light lenses and 2 in front cornering lenses).	\$ 75.00	\$ 196.00
Install customer supplied Setina Partition (Front).	\$ 75.00	\$ 98.00
Install customer supplied shotgun lock (momentary switch & timer not supplied)(momentary switch to be installed on left lower portion of dash near steering column).	\$ 30.00	\$ 98.00
Remove OEM console	\$ 60.00	\$ 196.00
Install customer supplied consolidator console ( cut to fit so that computer docking station fits in front of console between console and dashboard).	\$ 105.00	\$ 196.00
Install customer supplied self contained police radio (vendor supplies new antenna and cable)	\$ 60.00	\$ 148.00
Install customer supplied PA-300 siren unit.	\$ 60.00	\$ 98.00
Install siren speaker (100 watt)(supplied by vendor).	\$ 30.00	\$ 148.00
Install customer supplied Federal Arrow controller into consolidator console.	\$ 75.00	\$ 30.00
Install customer supplied Federal Switch box with Jog and shuttle alley light feature.	\$ 210.00	\$ 196.00
Install customer supplied Mobile Vision Video System ( camera to activate when red rotating lights are activated).	\$ 30.00	\$ 98.00
Install customer supplied SL20 Streamlight charger sleeve.	\$ 45.00	\$ 98.00
Install customer supplied SL40 Lite box into rear storage compartment right side.	\$ 120.00	\$ 98.00
Install, refit as needed customer supplied computer docking station (wiring and new antenna to be supplied by vendor if needed).		

	HAVIS SHIELDS	WINNER FORD
Install new push bumper (Go Rhino system to be supplied by vendor).	\$ 120.00	\$ 297.00
Install Questar overhead spotlight ( to be supplied by vendor).	\$ 75.00	\$ 196.00
Install rear security partition (to be supplied by vendor).	\$ 90.00	\$ 196.00
Install alternating headlight flasher (to be supplied by vendor).	\$ 75.00	\$ 98.00
Sub-total for all labor charges above:	\$1,815.00	\$ 3,475.00
<b>Projected parts and supplies needed to be supplied by vendor:</b>		
Head light flasher unit	\$ 35.00	\$ 34.00
Questar Roof mounted spotlight	\$ 255.75	\$ 321.00
Rear compartment partition w/ expanded metal	\$ 309.00	\$ 349.00
Gun lock timer (10 seconds)	\$ 25.00	\$ 24.00
Go Rhino Push Bumper	\$ 256.00	\$ 216.00
Siren Speaker 100 watt for Ford Explorer	\$ 175.00	\$ 164.00
Wiring and hardware kit 4 installation ( 4- 40amp bosch relays included)	\$ 100.00	\$ 90.00
Video system antenna cable and connector	\$ 18.00	\$ 60.00
Antenna, cable and connector for police radio system	\$ 18.00	\$ 60.00
Mounting hardware for Setina cage to 2004 Ford Explorer	\$ 79.00	\$ 114.00
Trak Mounting Hump bracket 2.5"H x 3"W	\$ 15.50	\$ 24.00
Trak Mount 12" for console extrusion only	\$ 27.50	\$ 29.00
Adjustable "L" Mounting Bracket 10" High	\$ 12.00	\$ 18.00
Sub-total all parts above:	\$1,328.75	\$1,503.00
<b>Total of all parts and labor:</b>	<b>\$3,143.75</b>	<b>\$4,978.00</b>

BID REQUIREMENTS:

1. Bid Guarantee
2. Disclosure Statement
3. Non-Collusion Stmt.
4. Aff. Action / Emp. Elig.
5. Bid Certification

Approved by  


# Resolution Number 2004-21

## A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR THE ESTABLISHMENT OF 2003 BASE SALARIES OF CERTAIN POSITIONS.

WHEREAS, the Township Council of the Township of Willingboro, did adopt Ordinance 6-1998 that amended Ordinance 3-1997, which established classifications, ranges and pay grades; and

WHEREAS, Ordinance 2-1999 established salary ranges for executive employees; and

WHEREAS, Ordinance 3-1999 established salary ranges for certain other positions; and

WHEREAS, Ordinance 3-1997 provides that the Township Council of the Township of Willingboro shall set specific salaries annually by resolution:

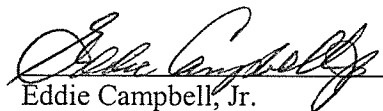
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in open session this 27th day of January, 2004 that the following 2003 base salaries for Executive and Other Positions effective January 1, 2003 are hereby established:


Mayor	\$10,900
Township Council Member	\$ 9,900
Township Manager	\$93,900
Director of Public Safety	\$93,500
Superintendent of Public Works and Recreation	\$77,267
Director of Finance	\$77,267
Director of Code Enforcement	\$71,545
Fire Chief	\$70,600
Township Solicitor	\$63,750
Deputy Township Manager	\$64,000
Executive Director Senior Program	\$62,000
Assistant Director of Public Works	\$68,000
Township Clerk	\$52,000
Municipal Court Judge	\$37,344
Prosecutor	\$31,810
Township Assessor	\$34,245
Public Defender	\$14,000
Fire Marshall	\$11,846
Assistant Prosecutor/Assistant Solicitor	\$ 3,213
Substitute Public Defender	\$ 300 per session
Assistant Solicitor	\$ 3,213

BE IT FURTHER RESOLVED, that the rate for legal fees shall be set at \$125.00 per hour, and

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

ATTESTED

  
Eddie Campbell, Jr.  
Mayor

  
Marie Annesse, Township Clerk



RESOLUTION NO. 2004 - 22

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
WILLINGBORO PROVIDING FOR AN EMERGENCY TEMPORARY  
APPROPRIATIONS FOR 2004.

WHEREAS, Willingboro Township Council, on the 1st day of January, 2004 did adopt a temporary budget appropriation resolution as provided by Revised Statute 40A:4-19; and

WHEREAS, under the provisions of 40A:4-20, Willingboro Township Council may, by Resolution adopted by a 2/3 vote of the full membership therefor, make an Emergency Temporary Appropriation for any purpose for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of the adoption of the budget for said year; and

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 1, 2004,

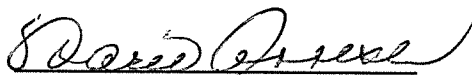
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of January, 2004 with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 be made as follows.

4-01-20-130-000-020	FINANCE ADMIN OTHER EXPENSES:	3,000.00
4-01-20-150-000-020	TAX ASSESSMENT OTHER EXPENSES:	2,500.00
4-04-23-220-000-000	Group Health Insurance	100,000.00
4-01-23-210-001-020	DISABILITY INSURANCE	15,000.00
4-01-25-240-247-020	STAFF SERVICES OTHER EXPENSES:	25,000.00
4-01-44-901-000-002	CAP IMP SALEM RD./SHARED WBE	<u>283,783.50</u>
		<u>429,283.50</u>

ATTEST:

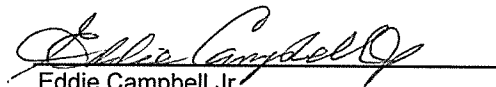
Dated: January 27, 20004

ATTEST:



Marie Anesse RMC

Township Clerk



Eddie Campbell Jr.

Mayor

RESOLUTION NO. 2004 - 2<sup>3</sup>

A RESOLUTION AWARDING A BID FOR SHARED SERVICES

WILLINGBORO TOWNSHIP - SALEM ROAD, SECTION IV AND  
WILLINGBORO PUBLIC SCHOOLS - PARKING LOT RECONSTRUCTION  
(LEVITT PERFORMING ARTS AND COUNTRY CLUB ADMINISTRATION  
BUILDINGS).

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

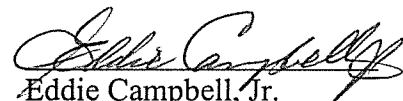
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of American Asphalt, Inc. 116 Main Street, W. Collingswood Heights, New Jersey 08059. The award is for a fixed price construction type contract, with a not to exceed dollar obligation of \$272,765.00 (**the Township's responsibility is stipulated at \$123,725.00 and the Willingboro Public School's responsibility is stipulated at \$149,040.00**); and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27th day of January, 2004, that the bid be accepted as per the attached recommendation of the Township Engineer.

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

  
Eddie Campbell, Jr.  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Certification Of Availability of Funds  
-----

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

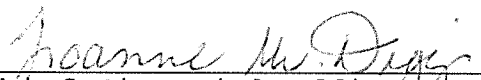
Resolution Date: 01/27/04  
Resolution Number: 2004-23

Vendor: AMERI032 AMERICAN ASPHALT CO, INC  
116 MAIN ST  
WEST COLLINGSWOOD H, NJ 08059

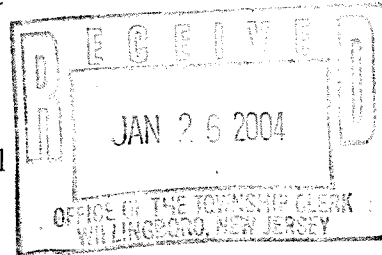
Contract: 04-00003 AMER ASPHALT SHARED SERV SALEM

Account Number	Amount	Department
4-01-44-901-000-002	272,765.00	CAPITAL IMPROVEMENTS:
Total	272,765.00	

Only amounts for the 2004 Budget Year have been certified.  
Amounts for future years are contingent upon sufficient funds being appropriated.

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

January 23, 2004



Robert W. Lord, PE & LS, PP

Raymond L. Worrell, II, PE & LS, PP, CME

Jeffrey S. Richter, PE, PP

Mark E. Malinowski, PE

John P. Augustino

Stephen L. Berger

Gerald J. DeFelicis, Jr., CLA, PP, AICP

Barry S. Dirkin

Carl A. Turner, PE

Patrick J. Ennis, PE

Gordon L. Lenher, LS

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

Ms. Denise Rose, Township Manager & Members of Council  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

RE: Recommendation of Award  
Shared Services:  
Willingboro Township  
Salem Road Section IV  
LWR Job No. 2002-39-34  
Willingboro Public Schools  
Parking Lot Reconstruction  
Levitt Performing Arts  
Country Club Administration Building  
LWR Job No. 11330-01

Dear Ms. Rose:

Consultants

C. Kenneth Anderson, PE & LS, PP

Philip C. DiMartino, CPRP

Submitted herewith is the justification package for Contract approval covering the tasks listed above. The Township Council as is the Willingboro Public Schools are being requested to approve the Contract in totem. However, the Township is only responsible for the Salem Road Section IV portion and the Willingboro Public Schools are responsible for the Reconstruction of the two parking lots.

As your are aware, the NJDOT has approved a grant for the reconstruction of Salem Road Section IV to the Township in an amount equal to \$150,000.00. To be eligible for these funds, this contract must be awarded by January 28, 2004.

The tasks covered in the above referenced text have been authorized under the Capital Expenditure Budget. Based on the dollar amount and services required, a fixed price construction type contract on a lump sum/unit price basis is considered the most applicable contract type.

A solicitation notice was placed in the Burlington County Times (BCT) requesting bids for the reconstruction of Salem Road and two alternate parking lots. The work involves milling, roadway excavation, concrete sidewalk, driveway apron, concrete curb and roadway handicap ramp construction. Contract documents were purchased directly from Lord Worrell & Richter, Inc. (LWR) by five (5) vendors.

**A. SCOPE OF WORK**

A brief summary of the scope of work to be performed under the proposed contract is as follows:

**Salem Road Section IV**  
**(LWR File No. 2002-39-34)**

Maintenance & Protection of Traffic	1 LS
Concrete Curb	1,010 LF
Concrete Sidewalk, 4" Thick	24 SY
6" R.C. Handicap Ramps	16 SY
6" R.C. Driveway Apron	100 SY
Milling (0-7")	2,700 SY
Roadway Excavation (0-6"), IAWD	220 CY
Removal of Concrete Base (+/- 6")	70 SY
Hot Mix Asphalt Surface Course, Mix I-5, 2" Thick	2,700 SY
Hot Mix Asphalt Stabilized Base Course, Mix I-2, 5" Thick	2,700 SY
Dense Graded Aggregate Base Course, 6" Thick, IAWD	220 CY
Long Life Epoxy Traffic Stripe	1,400 LF
Long Life Pavement Arrow	4 UT
Manhole Casting Adjustment	1 UT
Gas Valve Adjustment	1 UT
Geotextile Fabric Mat, IAWD	220 SY
Traffic Signal Detector	1 LS

**Alternate #1 - Parking Lot Reconstruction (Levitt Performing Arts)**  
**(LWR File No. 11330-01)**

Milling 0-3"	6,200 SY
Hot Mix Asphalt (HMA), Surface Course Mix I-5, 2" Thick	6,200 SY
Hot Mix Asphalt (HMA), Base Course Mix I-2, 2" Thick	6,200 SY
Parking Lot Marking / Striping	1 LS

**Alternate #2 - Parking Lot Reconstruction (Country Club Administration Building)**  
**(LWR File No. 11330-01)**

Milling 0-3"	5,000 SY
Concrete Curb	20 LF
Hot Mix Asphalt (HMA), Surface Course Mix I-5, 2" Thick	5,000 SY
Hot Mix Asphalt (HMA), Base Course Mix I-2, 2" Thick	5,000 SY
Parking Lot Marking / Striping	1 LS
6" R.C. Handicap Ramps	10 SY

## B. BID SOLICITATION

A solicitation notice was placed in the BCT on December 28, 2003 for the reconstruction of Salem Road Section IV and two alternate parking lots. The Contract documents (plans and specifications) were made available to interested bidders beginning on December 29, 2003.

The attached Bid Tabulation Sheet identifies the bidders by company name, address and telephone number.

Proposals were received by January 20, 2004 from the following:

- Meredith Paving
- Mount Construction Co., Inc.
- American Asphalt Co.
- Mecco, Inc.

## C. PRICE ANALYSIS

A responsiveness check was performed to insure that all of the information requested was submitted and formatted in accordance with the Contract documents. Additionally, a debarment check (attached) was made of American Asphalt. American Asphalt is not debarred by the State of New Jersey. American Asphalt has provided a copy of the Public Works Certification and Proof of Registration with the Division of Property Management and Construction. This verifies that American Asphalt is within their outstanding contractual limits to bid on this project.

An itemized cost comparison is contained on the Bid Tabulation Sheet attached. This sheet shows the costs as submitted by line item, estimated quantity, unit price, and total amount.

The lowest base bid was received from Mount Construction Company, Inc. in an amount of \$134,291.06. The lowest bids submitted for the two alternates were from Meredith Paving in an amount of \$134,260.00 (\$77,860.00 for Alternate 1 and \$65,400.00 for Alternate 2). The lowest totaled bid price however was submitted by American Asphalt in the amount of \$272,765.00 (\$123,725.00 for the base bid, \$82,080.00 for Alternate 1 and \$66,960.00 for Alternate 2).

An Engineer's Cost Estimate was prepared by LWR to determine the appropriate worth of this project. This Estimate is also contained on the Bid Tabulation Sheet attached. The LWR Engineer's Estimate is \$425,440.00. The Engineer's Estimate is based on the average of unit cost line items used on projects over the last 2 (two) years. All bids received were lower than the Engineer's Estimate. This is attributed to the state of the economy today. The average of all submitted bids is \$284,622.14. All bids are within 4% of this mean. Two vendors were above the mean and two vendors were below the mean.

The proposed tasks whether performed in totum or as separate entity do not offer a cost savings. In other words, the increased quantity does not provide a financial cost savings. Therefore, the execution of the alternates can be made after commencement of the base bid (Salem Road) portion taking into account the time allotted for the Contractor to complete the entire project.

Based on the range of bids received, LWR considers the bids to be valid and competitive.

**D. RESPONSIBILITY**

American Asphalt Company performed the last Salem Road project within the Township with satisfactory results and no extraordinary problems related to their performance.

**E. RECOMMENDATION**

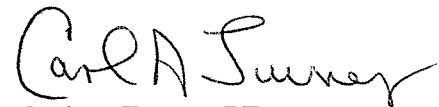
In reviewing all proposals, consideration was given to the following: technical ability to perform the required work, period of response, estimated time of completion, and total estimated costs.

Based on the fact that American Asphalt Co. has the experience specifically required, LWR recommends that the contract be awarded to them. We would recommend the award of a fixed price construction type contract with a not-to-exceed dollar obligation of \$272,765.00 (with the Township responsibility stipulated at \$123,725.00 and the Willingboro Public Schools responsibility stipulated at \$149,040.00) to American Asphalt Co. for the scope of work mentioned herein. American Asphalt Co. submitted the lowest qualified bid price, has demonstrated a knowledge and understanding of the required work, and has proven itself capable of performing such work within the industry.

Should you have any questions, please do not hesitate to call.

Very truly yours,

LORD, WORRELL & RICHTER, INC.



Carl A. Turner, PE  
Willingboro Township Engineer

CAT:km

Enclosure

cc: Marie Annese, Township Clerk  
William H. Stavola, President, Trap Rock Industries, Inc.

BID TABULATION

SALEM ROAD SECTION IV - LWR File # 2002-39-34  
 PARKING LOT RECONSTRUCTION  
 ALT. #1 - LEVITT PERFORMING ARTS - LWR File # 11330-01  
 ALT. #2 - COUNTRY CLUB ADMINISTRATION BLDG. # 11330-01  
 WILLINGBORO TOWNSHIP  
 January 20, 2004 @ 10:00 AM - Municipal Complex - One Salem Road  
 Carl A. Turner, PE, Willingboro Township Engineer

ITEM	DESCRIPTION	QUANTITY	Engineer's Estimate		Meredith Paving P.O. Box 267 Riverton, NJ 08077 856-829-4343		Mount Const. Co. Inc. 427 S. Whitehorse Pike Berlin, NJ 08009 856-768-8493		LOW BIDDER American Asphalt Co. 116 Main Street W. Collingswood Hgts, NJ 856-456-2899		Meco, Inc. P.O. Box 536 Clarksburg, NJ 08510 609-443-4344	
			UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Maintenance & Protection of Traffic	1 LS	\$ 5,000.00	\$ 5,000.00	\$ 20,388.06	\$ 20,388.06	\$ 5,500.00	\$ 5,500.00	\$ 8,500.00	\$ 8,500.00	\$ 25,000.00	\$ 25,000.00
2	Concrete Curb	1,010 LF	\$ 21.00	\$ 21,210.00	\$ 16.00	\$ 16,160.00	\$ 15.00	\$ 15,150.00	\$ 17.50	\$ 17,675.00	\$ 13.50	\$ 13,635.00
3	Concrete Sidewalk, 4" Thick	24 SY	\$ 70.00	\$ 1,680.00	\$ 75.00	\$ 1,800.00	\$ 50.00	\$ 1,200.00	\$ 50.00	\$ 1,200.00	\$ 50.00	\$ 1,200.00
4	6" R.C. Handicap Ramps	16 SY	\$ 200.00	\$ 3,200.00	\$ 175.00	\$ 2,800.00	\$ 100.00	\$ 1,600.00	\$ 60.00	\$ 960.00	\$ 115.00	\$ 1,840.00
5	6" R.C. Driveway Apron	100 SY	\$ 75.00	\$ 7,500.00	\$ 80.00	\$ 8,000.00	\$ 64.00	\$ 6,400.00	\$ 60.00	\$ 6,000.00	\$ 56.00	\$ 5,600.00
6	Milling (0-7")	2,700 SY	\$ 10.00	\$ 27,000.00	\$ 5.19	\$ 14,013.00	\$ 6.90	\$ 18,630.00	\$ 5.00	\$ 13,500.00	\$ 7.00	\$ 18,900.00
7	Roadway Excavation (0-6"), IAWD	220 CY	\$ 20.00	\$ 4,400.00	\$ 20.00	\$ 4,400.00	\$ 6.00	\$ 1,320.00	\$ 18.50	\$ 4,070.00	\$ 10.00	\$ 2,200.00
8	Removal of Concrete Base (+/- 6")	70 SY	\$ 50.00	\$ 3,500.00	\$ 30.00	\$ 2,100.00	\$ 10.00	\$ 700.00	\$ 10.00	\$ 700.00	\$ 18.75	\$ 1,312.50
9	Hot Mix Asphalt Surface Course, Mix I-5, 2" Thick	2,700 SY	\$ 8.50	\$ 22,950.00	\$ 5.45	\$ 14,715.00	\$ 7.00	\$ 18,900.00	\$ 7.45	\$ 20,115.00	\$ 7.00	\$ 18,900.00
10	Hot Mix Asphalt Stabilized Base Course, Mix I-2, 5" Thick	2,700 SY	\$ 17.00	\$ 45,900.00	\$ 12.78	\$ 34,506.00	\$ 14.00	\$ 37,800.00	\$ 11.50	\$ 31,050.00	\$ 15.50	\$ 41,850.00
11	Dense Graded Aggregate Base Course, 6" Thick, IAWD	220 CY	\$ 30.00	\$ 6,600.00	\$ 20.00	\$ 4,400.00	\$ 12.00	\$ 2,640.00	\$ 46.00	\$ 10,120.00	\$ 15.00	\$ 3,300.00
12	Long Life Epoxy Traffic Stripe	1,500 LF	\$ 1.00	\$ 1,500.00	\$ 1.75	\$ 2,625.00	\$ 0.50	\$ 750.00	\$ 1.40	\$ 2,100.00	\$ 1.25	\$ 1,875.00
13	Long Life Pavement Arrow	4 UT	\$ 250.00	\$ 1,000.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00	\$ 165.00	\$ 660.00	\$ 150.00	\$ 600.00
14	Manhole Casting Adjustment	1 UT	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 225.00	\$ 225.00
15	Valve Box Adjustment	1 UT	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 65.00	\$ 65.00	\$ 125.00	\$ 125.00	\$ 25.00	\$ 25.00
16	Geotextile Fabric Mat, IAWD	1,300 SY	\$ 4.00	\$ 5,200.00	\$ 3.25	\$ 4,225.00	\$ 0.65	\$ 845.00	\$ 2.00	\$ 2,600.00	\$ 3.50	\$ 4,550.00
17	Traffic Signal Detectors	1 LS	\$ 3,500.00	\$ 3,500.00	\$ 2,959.00	\$ 2,959.00	\$ 1,000.00	\$ 1,000.00	\$ 3,850.00	\$ 3,850.00	\$ 5,000.00	\$ 5,000.00
<b>TOTAL</b>				<b>\$ 160,840.00</b>		<b>\$ 134,291.06</b>		<b>\$ 113,550.00</b>		<b>\$ 123,725.00</b>		<b>\$ 146,012.50</b>
<b>ALTERNATE #1 (LEVITT PERFORMING ARTS) - File # 11330-01</b>												
1	Milling, 0-3"	6,200 SY	\$ 2.00	\$ 12,400.00	\$ 3.00	\$ 18,600.00	\$ 3.40	\$ 21,080.00	\$ 2.15	\$ 13,330.00	\$ 3.00	\$ 18,600.00
3	Hot Mix Asphalt (HMA), Surface Course Mix I-5, 2" Thick	6,200 SY	\$ 6.00	\$ 37,200.00	\$ 4.65	\$ 28,830.00	\$ 6.50	\$ 40,300.00	\$ 5.50	\$ 34,100.00	\$ 5.20	\$ 32,240.00
4	Hot Mix Asphalt (HMA), Base Course Mix I-2, 2" Thick	6,200 SY	\$ 15.00	\$ 93,000.00	\$ 4.65	\$ 28,830.00	\$ 5.60	\$ 34,720.00	\$ 5.25	\$ 32,550.00	\$ 4.90	\$ 30,380.00
5	Parking Lot Marking / Striping	1 LS	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 800.00	\$ 800.00	\$ 2,100.00	\$ 2,100.00	\$ 1,875.00	\$ 1,875.00
<b>TOTAL (ALTERNATE #1)</b>				<b>\$ 144,600.00</b>		<b>\$ 77,860.00</b>		<b>\$ 96,900.00</b>		<b>\$ 82,080.00</b>		<b>\$ 83,095.00</b>
<b>ALTERNATE #2 (COUNTRY CLUB ADMIN. BUILDING) - File # 11330-01</b>												
1	Milling 0-3"	5,000 SY	\$ 2.00	\$ 10,000.00	\$ 3.00	\$ 15,000.00	\$ 3.40	\$ 17,000.00	\$ 2.15	\$ 10,750.00	\$ 3.00	\$ 15,000.00
2	Concrete Curb	20 LF	\$ 50.00	\$ 1,000.00	\$ 40.00	\$ 800.00	\$ 26.00	\$ 520.00	\$ 24.00	\$ 480.00	\$ 13.50	\$ 270.00
3	Hot Mix Asphalt (HMA), Surface Course Mix I-5, 2" Thick	5,000 SY	\$ 6.00	\$ 30,000.00	\$ 4.65	\$ 23,250.00	\$ 6.50	\$ 32,500.00	\$ 5.50	\$ 27,500.00	\$ 5.20	\$ 26,000.00
4	Hot Mix Asphalt (HMA), Base Course Mix I-2, 2" Thick	5,000 SY	\$ 15.00	\$ 75,000.00	\$ 4.65	\$ 23,250.00	\$ 5.60	\$ 28,000.00	\$ 5.25	\$ 26,250.00	\$ 4.90	\$ 24,500.00
5	Parking Lot Marking / Striping	1 LS	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 800.00	\$ 800.00	\$ 1,380.00	\$ 1,380.00	\$ 1,875.00	\$ 1,875.00
6	6" R.C. Handicap Ramps	10 SY	\$ 200.00	\$ 2,000.00	\$ 150.00	\$ 1,500.00	\$ 100.00	\$ 1,000.00	\$ 60.00	\$ 600.00	\$ 115.00	\$ 1,150.00
<b>TOTAL (ALTERNATE #2)</b>				<b>\$ 120,000.00</b>		<b>\$ 65,400.00</b>		<b>\$ 79,820.00</b>		<b>\$ 66,960.00</b>		<b>\$ 68,795.00</b>
<b>BASE + (ALTERNATE #1)</b>				<b>\$ 305,440.00</b>		<b>\$ 212,151.06</b>		<b>\$ 210,450.00</b>		<b>\$ 205,805.00</b>		<b>\$ 229,107.50</b>
<b>BASE + (ALTERNATE #2)</b>				<b>\$ 280,840.00</b>		<b>\$ 199,691.06</b>		<b>\$ 193,370.00</b>		<b>\$ 190,685.00</b>		<b>\$ 214,807.50</b>
<b>GRAND TOTAL BASE + (ALTERNATE #1 &amp; #2)</b>				<b>\$ 425,440.00</b>		<b>\$ 277,551.06</b>		<b>\$ 290,270.00</b>		<b>\$ 272,765.00</b>		<b>\$ 297,902.50</b>