

RESOLUTION #14-43

**RESOLUTION AUTHORIZING THE EXECUTION OF
PROFFESIONAL CONTRACTS**

WHEREAS, the Council of the City of Woodbury appointed the following professionals for a term from January 1, 2014 through December 31, 2014; and

WHEREAS, a contract (attached) has been presented to and reviewed by the City for the following professional services:

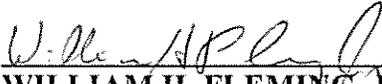
Prosecutor – John A. Alice, Esquire
Labor Counsel – Brown & Connery, LLP
Bond Counsel – Parker McCay, P.A.
Public Defender – Seth C. Hasbrouck, Esquire, (Costa Vetra & LaRosa)
Engineer – Paul D. Breier, P.E. (Federici & Akin, P.A.)
Solicitor/Foreclosure Attorney – James P. Pierson, Esquire (Angelini Viniar & Freedman, LLP)
Redevelopment Attorney – Louis Cappelli, Esquire (Florio Perrucci Steinhardt & Fader, LLC)
Redevelopment Planner – Group Melvin Design
Auditor – Bowman & Company, LLP

WHEREAS, the appointments were advertised and contracts were awarded pursuant to a fair and open process in accordance with the provisions of N.J.S.A. 19:44A-20.4 et seq., with the award of the contracts being in the best interest and the most advantageous to the City of Woodbury considering all factors.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Woodbury, the Mayor concurring, that the Mayor and City Clerk be authorized to execute said contracts for professional services.

ADOPTED at a regular meeting of the Mayor and City Council of the City of
Woodbury on January 14, 2014.

CITY OF WOODBURY

By: 
WILLIAM H. FLEMING, JR.
President of Council

ATTEST:


ROY A. DUFFIELD, Clerk

AGREEMENT

WHEREAS, the City of Woodbury, hereinafter referred to as “City” in the County of Gloucester and State of New Jersey, requires the services of a Municipal Prosecutor for the period commencing January 1, 2014 through December 31, 2014; and

WHEREAS, John A. Alice, Esquire, hereinafter referred to as “Prosecutor”, of 28 Cooper Street, Woodbury, New Jersey 08096, has agreed to accept the appointment by the City Council of the City of Woodbury for the performance of the duties of Municipal Prosecutor, subject to the terms and conditions hereinafter described.

W I T N E S S E T H:

1. Prosecutor shall be appointed to represent the City as Municipal Prosecutor for the period commencing January 1, 2014 through December 31, 2014. He shall perform all duties of a legal nature pertaining to said appointment as Municipal Prosecutor and shall perform such additional duties as may be required from time to time by the City in his capacity as Prosecutor.

2. The City and the Prosecutor agree that professional services as defined herein may be rendered by any qualified attorney-at-law who is a partner or associate of the law firm of which said Prosecutor is a partner.

3. During the term of this Agreement, Prosecutor shall devote his best efforts to protect and advance the interest of the City. He shall perform his duties to the best of his ability, and in accordance with the “Code of Professional Responsibility of the American Bar Association”, as amended by the Supreme Court of New Jersey, and incorporated in the “Rules Governing the Courts of the State of New Jersey”.

4. Prosecutor shall be paid the salary as set out in the municipal budget for the year 2014.

5. Governing Law: The parties hereto agree that it is their intention that this Contract shall be construed in accordance with the laws of the State of New Jersey.

6. Affirmative Action: During the performance of this contract, the Prosecutor agrees as follows:

The Prosecutor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Prosecutor 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 Prosecutor 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 Prosecutor will, in all solicitations or advertisements for employees placed by or on behalf of the Prosecutor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

The Prosecutor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a

notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Prosecutor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The Prosecutor 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.

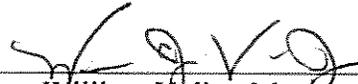
The Prosecutor agrees to revise any of its existing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable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

The Prosecutor 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 Prosecutor 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).

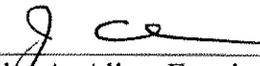
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 14 day of January, 2014.

CITY OF WOODBURY

By: 
William Volk, Mayor

ATTEST:


Roy Duffield, Clerk


John A. Alice, Esquire

WITNESS:


Wanda S. Adams

CITY OF WOODBURY

**PROFESSIONAL SERVICES
AGREEMENT**

THIS AGREEMENT made this 14 day of January, 2014, by and between the City of Woodbury (hereinafter referred to as "The City") and Brown & Connery, LLP, 360 Haddon Avenue, Westmont, New Jersey 08108 (hereinafter referred to as "Counsel").

WHEREAS, Brown & Connery, LLP is a law firm practicing a recognized profession, which practice is regulated by law, and which practice includes the rendering of services as special counsel for labor and employment matters; and

WHEREAS, there exists a need for the services of special counsel for labor and employment matters and such other matters as designated by the City; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 49A:11-1 et seq.) permits the award of contracts for "professional services" without competitive bids.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration the parties hereto agree as follows:

SECTION ONE

EMPLOYMENT

The law firm of Brown & Connery, LLP is hereby engaged as special counsel for labor and employment matters and such other designated matters by the City from January 1, 2014 to December 31, 2014.

SECTION TWO

COMPENSATION

Payment to Brown & Connery, LLP for legal services rendered to the City shall be as follows:

Attorneys - \$195/hour

Paralegals - \$ 95/hour

plus, out-of-pocket expenses such as duplicating, postage and long distance telephone expenses.

Brown & Connery, LLP shall submit itemized statements to the City on a monthly basis accompanied by an executed voucher for payment.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed and its corporate seal to be hereunto affixed and attested by the Secretary and Brown & Connery, LLP has caused this Agreement to be executed by one of its partners.

ATTEST: *Ray Duffield*
City Clerk

(Seal)

ATTEST/WITNESS

Amy J. McCausland

AMY J. McCAUSLAND
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 15, 2016

CITY OF WOODBURY

By: *[Signature]*
Mayor

BROWN & CONNERY, LLP

By: *[Signature]*
Christine P. O'Hearn, Partner

AGREEMENT

THIS AGREEMENT, made and entered into on this 14 day of January, 2014 ("Agreement") between the City of Woodbury, County of Gloucester, New Jersey and Parker McCay P.A., Attorneys-at-Law, with offices in Mount Laurel, Lawrenceville and Atlantic City, New Jersey.

BACKGROUND

WHEREAS, the City of Woodbury, in the County of Gloucester, New Jersey ("City") is in need of a law firm specializing in public finance to assist the same in matters relating to, inter alia, the issuance of debt; and

WHEREAS, Parker McCay P.A., Mount Laurel, Lawrenceville and Atlantic City, New Jersey ("Bond Counsel") has heretofore been appointed by the City to provide such legal services; and

WHEREAS, the parties desire hereby to set forth the terms and conditions under which Bond Counsel will provide legal services for the City.

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

Section 1. As requested, Bond Counsel will undertake the following tasks:

- A. Bond Counsel will provide legal services on general public finance matters, i.e. preparation of bond ordinances, etc.
- B. Bond Counsel will provide legal services in connection with the issuance of short-term obligations, as set forth in Section 1.D. below.
- C. Bond Counsel will provide legal services in connection with the issuance of long-term obligations, as set forth in Section 1.D. below.
- D. With respect to the issuance of short-term obligations ("Notes") and long-term obligations ("Bonds"), Bond Counsel will undertake the following tasks, as applicable and appropriate.
 1. Bond Counsel will meet with City officials, including its counsel, auditor and others, as often as necessary for the issuance of the Bonds or Notes and items related thereto.
 2. Bond Counsel will review or draft all authorizing and operative financial documents necessary to effectuate the transaction. In developing a financing plan, Bond Counsel will give advice with respect to tax law, securities law and state law consequences and will review the proposed use of the proceeds of the Bonds or Notes to ensure compliance with the provisions of the Internal Revenue Code and the regulations promulgated thereunder.

3. Bond Counsel will attend meetings with rating agencies and/or insurance companies, as necessary, to assist in obtaining a credit rating for the Bonds or Notes.
4. Bond Counsel will prepare all applications and filings and appear before the appropriate state agencies, if necessary, in connection with the sale of the Bonds or Notes.
5. After the sale of the Bonds or Notes, Bond Counsel will prepare and arrange for the preparation of the Bonds or Notes for execution, will prepare and oversee the execution of the necessary closing certificates and will establish a time and place for delivery of the Bonds or Notes to the purchaser. Bond Counsel will attend the closing with appropriate City officials, at which time the Bonds or Notes will be delivered, payment will be made for the Bonds or Notes and Bond Counsel will issue a written legal opinion based on facts and laws existing as of said date that:
 - a. the Bonds or Notes are legal, valid and binding obligations of the City enforceable in accordance with the terms thereof; and
 - b. subject to certain limitations which may be expressed in the opinion, the interest on the Bonds or Notes will be:
 - (i) excluded from gross income for federal income tax purposes; and
 - (ii) exempt from New Jersey income tax.

In rendering the opinion, Bond Counsel will rely upon the certified proceedings and other certifications of City officials and other persons furnished to us without undertaking to verify the same by independent investigation.

6. Bond Counsel does not advocate the interests of the City or any other party in the transaction. Bond Counsel assumes that the City will be represented by its counsel and other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interest.

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

- A. For services rendered pursuant to Section 1.A. above, the City will be billed at the hourly rates in effect when the services are performed. The present hourly rates range from \$95 to \$275 per hour depending on the attorney or paralegal involved. The City will be advised of any changes in the hourly rates. Invoices for services rendered pursuant to Section 1.A. will be forwarded to the City monthly.
- B. Services rendered with respect to the issuance of Notes will be billed at the hourly rates in effect when the services are performed. The present hourly rates range from

\$95 to \$275 per hour depending on the attorney or paralegal involved. The City will be advised of any changes in hourly rates. Invoices for services rendered for each transaction described in this section will be submitted after the closing of each transaction.

- C. Services rendered with respect to the issuance of Bonds will be billed at the fees set forth in Exhibit "A" attached hereto.
- D. The City will reimburse Bond Counsel for all out of pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges, filing and other necessary office disbursements.
- E. This Agreement will terminate one (1) year from the date first written above unless earlier terminated by mutual agreement of the parties hereto.

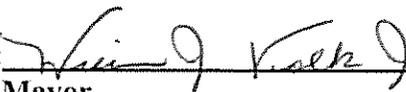
Section 3. Bond Counsel and the City hereby incorporate into this contract the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time, and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of Subsection 3.4(a) and of Section 5.3, provided that Subsection 3.4(a) shall be applied subject to the terms of this Agreement (See Exhibit "B").

Section 4. A copy of Bond Counsel's New Jersey Business Registration Certificate is attached hereto as Exhibit "C" and made a part hereof.

IN WITNESS WHEREOF, the City and Bond Counsel have caused this Agreement to be duly executed by an authorized representative as of the day and year first above written.

CITY OF WOODBURY, NEW JERSEY

ATTEST:

By: 
Mayor


City Clerk

[SEAL]

PARKER McCAY P.A.

By: 
Authorized Representative

Exhibit "A"

PARKER McCAY P.A.

Bond Counsel Fee Schedule for City of Woodbury

Bonds

\$1 to \$999,999	\$5,000 to \$9,000
\$1,000,000 to \$4,999,999	\$9,001 to \$13,000
\$5,000,000 and up	\$13,001, plus \$1.10 per \$1,000 of bonds over \$5,000,000

Refunding Bonds

To be established by separate agreement between the City and Bond Counsel.

General Public Finance and Tax Advice/Official Statement Preparation/Review

\$95 (paralegals); \$165-\$220 (associates); \$225-\$265 (senior associates/counsel) and \$255-\$275 (shareholders)

Below is a listing of the attorneys who are members of the public finance department.

<u>Attorney</u>	<u>Position</u>
Philip A. Norcross	Shareholder
Stephen J. Mushinski	Shareholder
Jeanne M. Stiefel	Shareholder
Susan E. Bacso	Shareholder
Jeffrey D. Winitsky	Counsel
Irving G. Finkel	Senior Tax Associate
Craig A. Gargano	Associate
Alexis B. Batten	Associate
Jacquie Huynh-Linenberg	Associate

Exhibit "B"

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A. 10:5-31 et seq) (P.L. 1975, C.127)
GOODS, PROFESSIONAL SERVICES and GENERAL SERVICE CONTRACTS

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

The contractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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, 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, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contract, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor, where applicable, will send to each labor union or representative of workers with which it as 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, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq, as mended and supplemented from time to time and the American with Disability Act.

The contractor 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 or a binding determination of the applicable county employment goals determined by the Division pursuant to N.J.A.C 17:27-5.2.

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

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

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

The Contractor shall submit to the public agency, after notification of award but prior execution of a goods and services contract, on of the following three documents: Letter of Federal Affirmative Action Plan Approval, Certificate of Employee Information Report or Employee Information Report Form AA302.

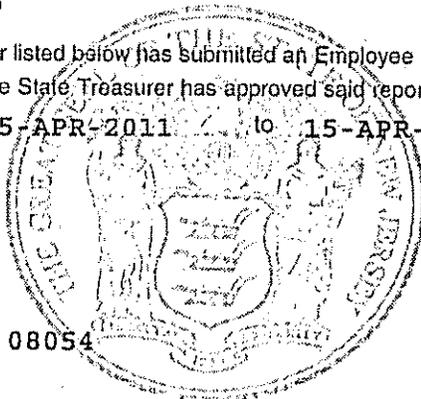
The Contractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division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

Certification 4740

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-APR-2011 to 15-APR-2014

PARKER MC CAY, PA
9000 MIDLANTIC DRIVE
MT. LAUREL NJ 08054



(Signature)

Andrew P. Sidamon-Eristoff
State Treasurer

Exhibit "C"



PARKER McCAY

Parker McCay P.A.
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054-1539

P: 856.596.8900
F: 856.596.9631
www.parkerMcCay.com

To: New Jersey Government Contracting Units

Below please find a copy of Parker McCay's "State of New Jersey Business Registration Certificate" which is required to be kept on file in accordance with the statute P.L. 2004, Chapter 57, Business Registration Act. This law took effect on September 1, 2004.

If you have any questions or need additional information, please contact me at 856-810-5808 or crutsky@parkerMcCay.com.

Sincerely,


CAROLYN J. RUTSKY



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	PARKER MCCAY P.A.
Trade Name:	
Address:	9000 MIDLANTIC DR STE 300 MOUNT LAUREL, NJ 08054-1539
Certificate Number:	1082583
Effective Date:	August 24, 2004
Date of Issuance:	January 09, 2013

For Office Use Only:
20130109115631260

COUNSEL WHEN IT MATTERS.™

Mount Laurel, New Jersey | Lawrenceville, New Jersey | Atlantic City, New Jersey

AGREEMENT

WHEREAS, The City of Woodbury, hereinafter referred to as “City” in the County of Gloucester and State of New Jersey, requires the services of a Municipal Public Defender for the period commencing January 1, 2014 through December 31, 2014; and

WHEREAS, Seth C. Hasbrouck, Esquire, hereinafter referred to as “Public Defender”, of the Law Firm of Costa Vetra & LaRosa at 2039 Bridge Rd., Mount Laurel, NJ 08054, has agreed to accept the appointment by the City Council of the City of Woodbury for the performance of the duties of Municipal Public Defender, subject to the terms and conditions hereinafter described.

WITNESSETH:

1. Public offender shall be appointed to represent the City as Municipal Public Defender for the period commencing January 1, 2014 through December 31, 2014. He shall perform all duties of a legal nature pertaining to said appointment as Municipal Public Defender and shall perform such additional duties as may be required from time to time by the City in his capacity as Public Defender.

2. The City and the Public Defender agree that professional services as defined herein may be rendered by any qualified attorney-at-law who is a partner or associate of the law firm of which said Public Defender is a member.

3. During the term of this Agreement, Public Defender shall devote his best efforts to protect and advance the interests of justice. He shall perform his duties to the best of his ability, and in accordance with the Code of Professional Responsibility of the

American Bar Association”, as amended by the Supreme Court of New Jersey, and incorporated in the “Rules Governing the Courts of the State of New Jersey”.

4. Public Defender shall be paid the salary of \$7,500.00 for the year 2014.

5. Governing law: The parties hereto agree that it is their intention that this contract shall be construed in accordance with the laws of state of New Jersey.

6. Affirmative Action: During the performance of this contract the Public Defender agrees as the follows:

The Public Defender will not discriminate against any employee or applicant for appointment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Public Defender will take affirmative action to ensure that such applicants 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 Public Defender 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 Public Defender will, in all solicitations or advertisements for employees placed by or on the behalf of the Public Defender, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.

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

The Public Defender agrees to comply with regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemental from time to time.

The Public Defender 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 in accordance with the binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Public Defender 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, that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Public Defender agrees to revise any of its existing 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.

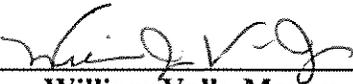
The Public Defender agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with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

The Public Defender 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 Affirmative Action Code (N.J.A.C. 17:27).

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

14 day of January, 2014

CITY OF WOODBURY

By: 
William Volk, Mayor

ATTEST:


Roy Duffield, Clerk


Seth Hasbrouck, Esq.

WITNESS:

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT, made this 14 day of January, 2014 by and between the City of Woodbury hereinafter referred to as "City"; and Paul D. Breier, P.E. of Federici & Akin, P.A., hereinafter referred to as "Engineer";

WHEREAS, "City" requires the services of an Engineer for the Year 2014, commencing January 1, 2014 and ending December 31, 2014; and

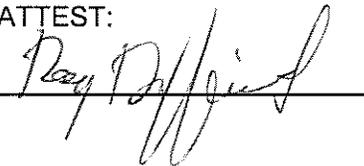
WHEREAS, "Engineer" has agreed to accept the appointment of the "City" for the performance of the duties required of an Engineer, subject to the following terms and conditions:

WITNESSETH:

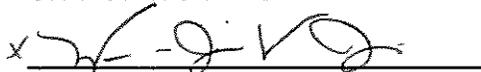
1. "Engineer" shall be appointed to represent "City" for a term of one (1) year, commencing January 1, 2014, and ending December 31, 2014 and shall perform all duties required of an Engineer.
2. During the term of this Agreement, "Engineer" shall devote his best efforts to advance the interest of the "City"; he shall perform his duties to the best of his ability.
3. "Engineer" shall be compensated according to the following schedule:
 - A. Capital Improvement Projects will be billed at prevailing and accepted rates, depending on degree of complexity and scope of work to be performed. Agreement on specific projects will be reached with the "City" before commencement of the work.
 - B. All other services to be charged on an hourly basis, according to the attached schedule, which includes incidental office work.
 - C. Direct expenses will be billed at 125 percent of cost.
 - D. "Engineer" shall submit a sworn voucher for services rendered to the Chief Financial Officer of the "City", including an outline of work performed.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this 14 day of January 2014.

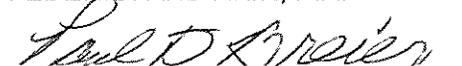
ATTEST:



CITY OF WOODBURY



FEDERICI AND AKIN, P.A.



Paul D. Breier, PE

**AGREEMENT BETWEEN THE CITY OF WOODBURY
AND ANGELINI, VINIAR & FREEDMAN, LLP
CITY SOLICITOR AND FORECLOSURE ATTORNEYS
FOR THE YEAR 2014**

WHEREAS, the City of Woodbury, hereinafter referred to as "City" requires the services of a solicitor for the year commencing January 1, 2014 and ending December 31, 2014 until such solicitor's successor is appointed and qualified; and

WHEREAS, **Angelini, Viniar & Freedman, LLP represented by James P. Pierson, Esquire**, hereinafter referred to as "City Solicitor" are licensed practicing attorneys at law of the State of New Jersey and has agreed to accept the appointment as City Solicitor and Foreclosure Attorneys for the City of Woodbury for the year aforesaid;

NOW, THEREFORE, THIS AGREEMENT made this 14th day of January, 2014, as follows:

1. **Angelini, Viniar & Freedman, LLP represented by James P. Pierson, Esquire**, hereby agrees to be appointed City Solicitor and Foreclosure Attorneys of the City of Woodbury as per the Resolution adopted by the City Council of said City on January 6, 2014;
2. City Solicitor agrees to perform all duties required of a municipal attorney for the City which shall include the duties of Foreclosure Attorneys during the term aforesaid, and such duties as may be required by the laws of the State of New Jersey and as specifically required from time to time by the City;
3. Solicitor shall devote his best efforts to advance the interests of the City and shall perform his duties to the best of his ability and in accordance with the standards of conduct required of his profession in the State of New Jersey;
4. The City Solicitor shall be paid for services rendered at the rate of \$160.00 per hour;
5. The City and the Solicitor agree that professional services as defined herein may be rendered by any qualified attorney-at-law who is a partner or associate of the Law Firm of Angelini, Viniar & Freedman;

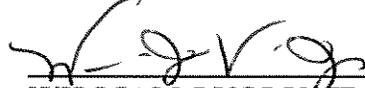
6. Governing Law: The parties hereto agree that it is their intention that this Agreement shall be construed in accordance with the laws of the State of New Jersey; and

7. Affirmative Action: The parties to this Agreement agree to incorporate into this Agreement the mandatory language of subsection 3.4(a) of 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 and the Solicitor agrees to comply fully with the terms, provisions and obligations of said subsection 3.4(a) provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

The parties to this Agreement agree to incorporate into this Agreement mandatory language of Section 5.3 of 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 and Solicitor agrees to comply fully with the terms, provisions and obligations of said Section 5.3.

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

CITY OF WOODBURY



WILLIAM J VOLK, JR.
Mayor

ATTEST:



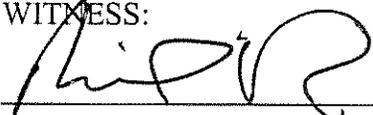
ROY A. DUFFIELD, Clerk

ANGELINI, VINIAR & FREEDMAN, LLP



JAMES P. PIERSON, ESQUIRE
for the Firm
City Solicitor/Foreclosure Attorneys

WITNESS:



**CONTRACT FOR PROFESSIONAL LEGAL SERVICES
CITY REDEVELOPMENT ATTORNEY
2014**

THIS AGREEMENT, made this 14 day of January, 2014, by and between:

LOUIS CAPPELLI, JR., an Attorney-at-law of the State of New Jersey and Partner with the law firm of Florio Perrucci Steinhardt & Fader LLC, 1010 Kings Highway South, Building 2, Cherry Hill, New Jersey 08034; and

CITY OF WOODBURY ("City"), duly constituted and enacted City of Woodbury with offices located at 33 Delaware Street, Woodbury, New Jersey.

WHEREAS, Louis Cappelli, Jr., is licensed by the State of New Jersey as an Attorney-at-Law; and

WHEREAS, it is necessary, expedient and in the best interest of the City that it retain an attorney for the purpose of serving as Redevelopment Attorney to provide legal advice with regard to redevelopment projects; and

WHEREAS, the appointment of an attorney to a New Jersey municipality or its duly enacted Board is authorized by an appropriate statute of the State of New Jersey; and

NOW, THEREFORE, in consideration of the services to be rendered by Louis Cappelli, Jr., and other members of the law firm of Florio Perrucci Steinhardt & Fader, LLC ("FPSF") and the compensation for such services herein provided, it is hereby agreed by and between the parties as follows:

1. **TERM OF EMPLOYMENT**: The City of Woodbury hereby retains the services of Louis Cappelli, Jr. and Florio Perrucci Steinhardt & Fader, LLC, as Redevelopment Attorney for the period January 1, 2014 through December 31, 2014, with an option for the City to extend services for two (2) one year terms for the calendar years 2015 and 2016. The said services to be rendered for the compensation herein provided shall include attendance by Mr. Cappelli at

requested meetings of the City of Woodbury and/or developers and any and all legal services necessary with regard to redevelopment projects.

2. COMPENSATION: The City of Woodbury will pay as compensation to FPSF for said services at a rate of \$155.00 per hour (for the 2014 term), which shall be billed monthly. The City will also reimburse FPSF for sustained out-of-pocket expenses (i.e., telephone charges, facsimile charges, copying and/or duplication charges, etc.) on a monthly basis, relating to the legal services falling under this agreement.

3. COMPLIANCE WITH APPLICABLE LAW: In no event shall the sum paid as compensation pursuant to the terms of this contract exceed the amount of and the obligation of the City of Woodbury to pay same, which shall be dependent upon an appropriate municipal budgetary allocation of said funds by adoption of the 2014 Municipal Budget.

4. AFFIRMATIVE ACTION: The Attorney, 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 Attorney will take affirmative action to ensure that such applications are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Attorney 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 Attorney, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Attorney, 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 Attorney, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

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

5. FINANCIAL DISCLOSURE: The Attorney, if required by law, shall file a Financial Disclosure Statement pursuant to Local Government Ethics Law – N.J.S.A. 40A:9-22.1 et seq., P.L. 1991, c.29.

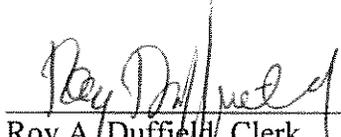
6. FAIR AND OPEN PROCESS CONTRACT: This contract was awarded under a fair and open process to pursuant to N.J.S.A. 19:44A-20.4 et seq.

IN WITNESS WHEREOF, the parties hereto have set their hands and caused these presents to be signed by their proper municipal officials, the day and year first above written.

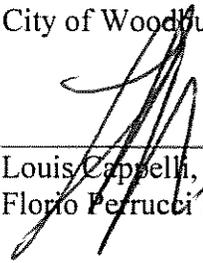
ATTEST:



William Volk, Mayor
City of Woodbury



Roy A. Duffield, Clerk
City of Woodbury



Louis Cappelli, Jr., Esquire
Florio Ferrucci Steinhardt & Fader LLC

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

THIS AGREEMENT is made BETWEEN the Client, **City of Woodbury** whose address is **33 Delaware Street, Woodbury, New Jersey 08096** referred to as "you",

AND

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whose address is 2 Aquarium Drive, Suite 320, Camden, New Jersey 08103, referred to as the "Planning Firm".

1. Professional Services To Be Provided. You agree that the Planning Firm will provide the following services for 2013:

Redevelopment Planner for the City of Woodbury

2. Assignment. The Planning Firm and you, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Planning Firm nor you shall assign this Agreement without the written consent of the other. Any attempts to assign this Agreement without written consent are null and void.

3. Additional Professional Services. If you need any other services which may or may not be related to the above matter, you and the Planning Firm may make a new agreement to provide the other services. Any revisions or changes to the agreement must be made in writing, by addendum or by letter, and acknowledged by you and by the Planning Firm.

4. Fees. The Planning Firm cannot guarantee the amount of your total billings. This will depend on the amount of time expended, the nature and circumstances of the subject project and property with regard to your project, the level of review and permitting necessary to complete the project and the amount of reimbursable expenses and costs. All fee agreements are subject to adjustment on January 1 of each year.

A. Rates. All rates are set forth in the **Annual Fee Schedule**, attached.

B. Retainer Escrow. Prior to the Planning Firm commencing the project, you agree to pay the Planning Firm a retainer in the amount of **\$ 0**. Retainers are deposits against work in progress and will be returned after final billing and full payment of account.

C. All Services Will Be Billed. You will be billed at the rates set forth in the **Annual Fee Schedule**. This includes, but is not limited to, telephone calls, dictating, reviewing letters, design, calculations, report preparation, specification writing, revisions, travel time to and from site properties and meetings, and any other services related to this matter. The charge for any timed service provided will be billed in one-quarter (.25) of one hour (15 minute) increments.

D. Estimates. Except where otherwise provided, estimated fees are not intended to be a commitment to a lump sum fee, but are rather intended to be a reasonable budget estimate based on the indicated project scope. Actual billings will be on a time, cost and expenditure basis in accordance with the current **Annual Fee Schedule** for services rendered by principals and employees.

E. Flat Fee. Where the fee arrangement is on a lump sum basis, any additional services, including revisions required by you or by reviewing authorities after the plans are substantially complete, or by peculiar circumstances or alteration of the scope of services, may

proceed on a time basis as authorized by you or your designated representative. Further, any lump sum arrangement must be specifically set forth in writing and signed by the Planning Firm.

5. Costs and Expenses. In addition to Planning fees and professional services, you are responsible for all job expenses including, but not limited to, the following: Photocopying charges, faxes, prints, mileage, telephone toll calls, postage/mail charges, messenger services and any other expenses in this project. These expenses shall be itemized separately on your billings. Any state and federal taxes or fees which may be imposed on gross receipts or revenues are in addition to the professional fees under the terms of this Agreement, will be added to the amounts due and shall be paid by you.

6. Bills & Interest Disclosure. The Planning Firm will send you an itemized progress bill normally on a monthly basis. All bills are due upon receipt. Final bills are due upon completion of services. You will be charged interest at a rate of 18% per annum (1.5% per month) on any remaining balance or outstanding fees not paid within 30 days from the date of the bill. Nonpayment of overdue invoices may result in suspension of services upon written notification. In the event that an account should become delinquent and collection efforts are required to obtain payment on the account, you agree to pay for all costs for said collection, including, but not limited to, any and all attorneys fees incurred by the Planning Firm.

7. Your Responsibility. You must cooperate with the Planning Firm and provide all information requested and/or necessary. You agree to provide access to property at all reasonable times to allow the Planning Firm the opportunity to provide the requested services. Either party may terminate this Agreement upon written notice to the other. In the event of such termination, the Planning Firm shall be entitled to payment for work completed, based upon a time accounting as of the date of the notice of termination, along with all outstanding costs and expenses in connection with the project.

8. No Guarantee. The Planning Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of the application and approval process, the varied number of approvals and/or permits projects may require, whether or not variances will be sought in connection with the Project, interpretations and changes in the law and many unknown and variable factors, the Planning Firm cannot and does not warrant, predict or guarantee results or the final outcome of the Project.

9. Ownership & File Lien. All original field notes, calculations, drawings (tracings), work sheets, correspondence, and other file data, other than documents loaned and furnished by you, will remain in the ownership and possession of the Planning Firm. Prints or photocopies of documents as required by the client will be furnished and charged for when appropriate. Prints of the Planning Firm's drawings are not valid unless both signature and embossed seal of the licensee appear on the prints. Eradication, erasures, revisions, additions, or cuttings made to such drawings will invalidate them unless such changes or additions specifically originate in our office and are acknowledged and approved in writing. Should this Agreement be breached or in any way terminated, the Planning Firm shall be entitled to immediate payment of any and all outstanding bills and/or reimbursement of any and all costs, disbursements and/or expenses. Said charges shall constitute a lien upon the file until paid in their entirety. The file shall remain in the Planning Firm's possession, including any and all documents, to which you may be entitled, until discharge of the lien in full.

10. Disputes. In the event of any disputes between the parties which can not be resolved between themselves, the parties agree that any action shall be bought in the Superior Court of

New Jersey, Gloucester County. The parties hereby agree to submit to the jurisdiction of such court, and such courts shall have full and exclusive jurisdiction of any disputes.

11. Attorneys' Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement, or that is based thereon, the prevailing party shall be entitled to reasonable attorneys' fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorneys' fees incurred prior to and during the arbitration proceedings) or by the court or courts, including any appellate court, in which such matter is tried, heard, or decided.

12. Entire Agreement. This Agreement represents the entire and integrated agreement between the Planning Firm and you and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Planner and Client.

Signature. You and the Planning Firm have read and agree to this Agreement. The Planning Firm has answered all of your questions and has fully explained this Agreement to your complete satisfaction. You have been given a copy of this Agreement.

CITY OF WOODBURY

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By: [Signature]

By: [Signature]

Title: MAYOR

Robert F. Melvin, AICP/PP
Principal

Date: 1-14-14

Date: 1-8-14

WITNESS: [Signature] city clerk

Date: 1/14/14

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2014 Annual Fee Schedule

JOB CLASSIFICATIONS

Principal
Director of Planning & Design
Professional Planner I
Planner/Urban Designer
Planner/Landscape Designer
Planning Aide

HOURLY FEE SCHEDULE

\$170.00
\$135.00
\$150.00
\$85.00
\$80.00
\$65.00

In the event a Professional Planner is needed for depositions and/or court appearances, such time shall be invoiced at an hourly rate of \$ 200.00.

In the event outside consultants are to be contracted by GROUPmelvinDESIGN at the request of the client, then this firm shall administer, coordinate and be compensated for such performance at an hourly rate relative to the individual or the firm.

REIMBURSABLE EXPENSES

	Color Plotting	\$7.50/per S.F.
	Black & White Copies	\$0.50/each
	Color Copies (8.5 x 11)	\$1.00/each
	Color Copies (11 x 17)	\$2.00/each
	CDs	\$2.00/each
	Binding	\$3.00/each
	Mounting	Direct Cost
Travel Expenses:	Mileage	IRS Standard Mileage Rate
	Tolls & Parking Fees	Direct Cost

All expenses incurred related to the execution of the project such as regular, certified & express mail, certified property owners' lists, assessment maps, enlargement and/or reduction, photography, aerial maps and sampling, fees shall be borne by CLIENT and invoiced accordingly.

January 10, 2014

The Honorable Mayor and
Members of the City Council
City of Woodbury
33 Delaware Street
Woodbury, New Jersey 08096

We (the Accountant) are pleased to confirm our understanding of the services we are to provide the City of Woodbury, County of Gloucester, State of New Jersey, hereinafter referred to as "Municipality," as noted as follows. We will audit the statements of assets, liabilities, reserves and fund balance - regulatory basis of the various funds, the related statements of operations and changes in fund balance - regulatory basis, the related statement(s) of revenues - regulatory basis, statement(s) of expenditures - regulatory basis, statement of general fixed assets group of accounts for the year then ended and the related notes to the financial statements, which collectively comprise the basic financial statements, of the Municipality as of and for the year ending December 31, 2014 in conformity with the Requirements of Audit as promulgated 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. In addition to the auditing services previously described, the Accountant shall also assist with the preparation of the 2014 Annual Financial Statement, 2014 Annual Debt Statement and the 2014 Budget, if so requested. In this vein, we shall testify when required on the financial condition of the Municipality when in the opinion of the Municipality such testimony is required.

We have also been engaged to report on supplementary information that accompanies the Municipality's financial statements. The supplemental financial statements presented for the various funds are presented for purposes of additional analysis as required by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, and are not a required part of the basic financial statements. The accompanying schedules of expenditures of federal awards and state financial assistance programs are presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and State of New Jersey Circular 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, and are also not a required part of the financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Supplementary financial statements presented for the various funds.
- 2) Schedule of expenditures of federal awards, if applicable.
- 3) Schedule of expenditures of state financial assistance, if applicable.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with the Requirements of Audit as promulgated 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 and to

report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole.

The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and State of New Jersey Circular 04-04-OMB, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*.

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and OMB Circular A-133 and New Jersey Circular 04-04-OMB in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133 and State of New Jersey Circular 04-04-OMB, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133 and State of New Jersey Circular 04-04-OMB, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, schedule of state financial assistance, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedules of expenditures of federal awards and state financial assistance and in accordance with the requirements of OMB Circular A-133 and State of New Jersey Circular 04-04-OMB, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid*. As part of the audit, we will assist with preparation of your financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedules of expenditures of federal awards and state financial assistance and that you have reviewed and approved the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of

accounting principles; for the preparation and fair presentation of the financial statements in conformity with the Requirements of Audit as promulgated 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; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us 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.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133 and State of New Jersey Circular 04-04-OMB, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review prior to the conclusion of our audit fieldwork.

You are responsible for preparation of the schedules of expenditures of federal awards and state financial assistance in conformity with OMB Circular A-133 and State of New Jersey Circular 04-04-OMB. You agree to include our report on the schedules of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedules of expenditures of federal awards and state financial assistance. You also agree to make the audited financial statements readily available to intended users of the schedules of expenditures of federal awards and state financial assistance no later than the date the schedules of expenditures of federal awards and state financial assistance are issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal awards and state financial assistance in accordance with OMB Circular A-133 and State of New Jersey Circular 04-04-OMB; (2) that you believe the schedules of expenditures of federal awards and state financial assistance, including its form and content, are fairly presented in accordance with OMB Circular A-133 and State of New Jersey Circular 04-04-OMB; (3) that the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal awards and state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the Requirements of Audit as promulgated 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. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the Requirements of Audit as promulgated 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; (2) that you believe the supplementary information, including its form and content, is

fairly presented in accordance with the Requirements of Audit as promulgated 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; (3) that the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes; and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We 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 (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. 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 or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our 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, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain

controls that we consider 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. Our 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 in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133 and State of New Jersey Circular 04-04-OMB, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and State of New Jersey Circular 04-04-OMB.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, OMB Circular A-133 and State of New Jersey Circular 04-04-OMB.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Municipality's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 and State of New Jersey Circular 04-04-OMB requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* and State of New Jersey Circular 04-04-OMB State Grant Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Municipality's major programs. The purpose of these procedures will be to express an opinion on the Municipality's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133 and State of New Jersey Circular 04-04-OMB.

Engagement Administration, Fees, and Other

We understand that your employees will assist in preparing all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, if applicable, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Bowman & Company LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Division of Local Government Services, Department of Community Affairs, State of New Jersey or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bowman & Company LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Division of Local Government Services, Department of

Community Affairs, State of New Jersey. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our Firm 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 our Firm 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. In accordance with *Government Auditing Standards*, Section 3.106, a copy of the Accountant's most recent external quality control review report is attached to this agreement (Appendix 1).

Michael D. Cesaro, CPA, RMA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for the following services will be:

Audit of Financial Statements for the period ending 12/31/2014:	\$50,500
Budget Services for the Calendar Year 2014:	8,000

The fees are subject to the condition of the records. Vouchers for payment of these fees may, at our discretion, be presented as work progresses. All vouchers presented in accordance with this agreement shall be paid by the Municipality within forty-five (45) days from the date remitted. Delinquent balances may be subject to collection agency action if account is not paid in full in a timely manner.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We shall when requested, with regard to all temporary and permanent financing of the Municipality, assist management and, the Municipality's Financial Advisor, in preparing draft maturity schedules, tax rate projections and compile and electronically post and print the Preliminary and Final Official Statements. The Municipality is responsible for making all management decisions and performing all management functions related to temporary and permanent financing and for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with all debt related services, and for evaluating the adequacy and results of such services and accepting responsibility for them. We shall also assist, when requested, 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 us. When requested, we shall also assist with the preparation of "Arbitrage" or excess earnings calculations. The fees for these services are not included in our fee proposal above. The costs for these services are noted in the Specialized Financial and Bonding Services section.

Specialized Financial and Bonding Services. The charges for Specialized Financial for professional staff shall be charged at one and one-quarter (1¼) times the "Current Standard Hourly Rates" as stated in Appendix 2, at the time service is rendered. The charges for Bonding Services for professional staff shall be charged at one and one-half (1½) times the "Current Standard Hourly Rates" as stated in Appendix 2, at the time service is rendered with the following minimum fees:

Minimum Fees

Compilation and assembly of Preliminary and Final Official Statements, including preparation of draft maturity schedules and tax rate projections, assistance with the application to the Local Finance Board and assistance in obtaining bond ratings.	\$15,000.00
Electronic Posting of Preliminary Official Statement and printing a maximum of 200 combined copies of the Preliminary and Final Official Statement	3,500.00
Printing and Distribution of a maximum of 200 copies of the Preliminary and Official Final Statements via mail and/or Federal Express	3,500.00

Specialized Financial and Bonding Services (Cont'd)

Minimum Fees (Cont'd)

Printing and distribution of Official Statements in excess of 200 copies	\$ 5.00 (per copy)
Continuing Disclosure Reports	2,500.00

Affirmative Action

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The Accountant or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Accountant will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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.

We appreciate the opportunity to be of service to the City of Woodbury, County of Gloucester, State of New Jersey and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectively submitted,
BOWMAN & COMPANY LLP



Michael D. Cesaro, CPA, RMA

RESPONSE:

This engagement contract letter correctly sets forth the understanding of the City of Woodbury, County of Gloucester, State of New Jersey:

Authorized by:

Signature: 
Title: MAYOR
Date: 1-14-14

Attested to by:

Signature: 
Title: CITY CLERK
Date: 1/14/14

APPENDIX 1 - EXTERNAL QUALITY CONTROL REVIEW REPORT

EisnerAmper LLP
 110 Lincoln Highway
 PO Box 980
 Edison NJ 08839
 T 732.387.0000
 F 732.387.5000
 www.eisneramper.com

System Review Report

To the Partners of Bowman & Company LLP
 And the Peer Review Committee of the New Jersey Society of Certified Public Accountants

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, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards and audits of employee benefit plans.

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, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Bowman & Company LLP received a peer review rating of pass.

EisnerAmper LLP
 Edison, NJ
 September 9, 2011

APPENDIX 2**CURRENT STANDARD HOURLY RATES**

General Administration / Report Processing	\$50.00
Accountants	81.00 - 126.00
Manager	143.00 - 196.00
Partner	210.00

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-2011** to **15-FEB-2014**

BOWMAN & COMPANY LLP
601 WHITE HORSE ROAD
VOORHEES NJ 08043



Andrew P. Sidamon-Eristoff
State Treasurer

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2014** to **15-FEB-2017**

BOWMAN & COMPANY LLP
601 WHITE HORSE ROAD
VOORHEES NJ 08043



Andrew P. Sidamon-Eristoff
State Treasurer

