

RESOLUTION NO. 1998 - 41

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

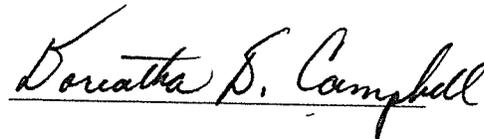
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

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

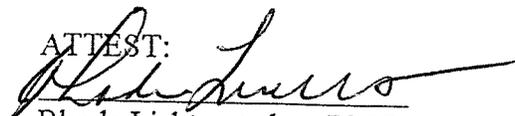
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on March 3, 1998, that an Executive Session closed to the public shall be held on March 3, 1998, at 8:10 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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



MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1998 - 42

A RESOLUTION APPOINTING A DEPUTY  
REGISTRAR OF VITAL STATISTICS.

WHEREAS, Willingboro Township Council has the need for a second Deputy Registrar of Vital Statistics to substitute for the Registrar during times of illness or vacation;  
and

WHEREAS, Carmela Spych, has agreed to serve in that capacity at no extra compensation.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 3rd day of March, 1998, that Carmela Spych is hereby appointed as a Deputy Registrar of Vital Statistics.

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to Joanne Diggs, Treasurer/Tax Collector and Carmela Spych for their information.

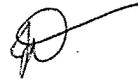
  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

**WILLINGBORO TOWNSHIP**  
**INTEROFFICE MEMO**

*To  
Council  
for  
Action  
mm*

**DATE:** March 1, 1998  
**TO:** Mr. Norton Bonaparte  
**FROM:** Joanne G. Diggs   
**SUBJECT:** Second Deputy Registrar

I am pleased that Carmela has agreed to be the Second Deputy Registrar. I have asked Robin to coordinate a training schedule with Carmela.

Please ask council to appoint Carmela Spych as Second Deputy Registrar.

C.Rhoda Lichtenstadter  
Robin Gould  
Carmela Spych

RESOLUTION NO. 1998 - 43

A RESOLUTION AUTHORIZING RETURN OF  
UNUSED ESCROW MONEY.

WHEREAS, Omnipoint Communications, Inc. filed an application with the Willingboro Township Zoning Board of Adjustment on January 7, 1998, and posted the required application (\$50.00) and review/escrow fees (\$250.00); and

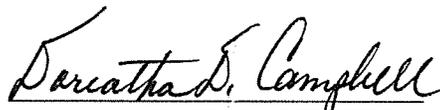
WHEREAS, Omnipoint Communications, Inc. withdrew said application, through written notice from Gerald E. Haughey, Esq. on January 20, 1998; and

WHEREAS, it was requested that the unused escrow fees be returned; and

WHEREAS, a bill has been submitted by Lisa Willitts, Esq. (\$220.00) for professional services rendered prior to the applications' withdrawal and said bill has been signed off for payment.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 3rd day of March, 1998, that the unused escrow money (\$30.00) be refunded to the Applicant as requested.

BE IT FURTHER RESOLVED, that a copy of this resolution be provided to the Treasurer and to the Zoning Board of Adjustment for their information and attention.



DOREATHA D. CAMPBELL  
MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC  
Township Clerk

*Clark*

# INTEROFFICE MEMO

MEMO TO: MEMBERS OF TOWNSHIP COUNCIL  
TOWNSHIP MANAGER  
SOLICITOR

FROM: Marie Annese

DATE: March 3, 1998

SUBJECT: Refund of Unused Escrow Money - Omnipoint

---

Attached for your information and review is a sample resolution regarding the above. Also attached is a copy of Mr. Haughey's letter of January 20, 1998.

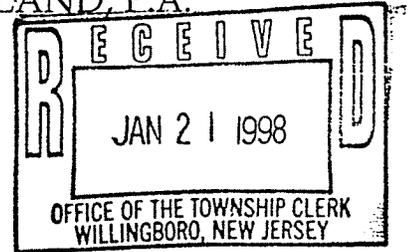
Any additions, deletions or changes will be made so that this can be taken care of ASAP.

Thank you.

/ma  
Att. 2

BRANDT, HAUGHEY, PENBERTHY, LEWIS & HYLAND, P.A.

COUNSELLORS AT LAW  
240 WEST ROUTE 38  
P.O. BOX 1002  
MOORESTOWN, NJ 08057-0949  
609-235-1111  
609-722-0357 TELECOPIER



S. DAVID BRANDT  
GERALD E. HAUGHEY  
ROBERT S. LEWIS +  
EDWARD A. PENBERTHY  
HENRY J. TYLER  
WILLIAM L. MUELLER Δ  
WILLIAM F. HYLAND, JR. •  
GEORGE J. KROCULICK Δ  
STEVEN A. ABOLOFF Δ  
WAYNE STREIBICH Δ  
LAURA M. DANKS ♦

PENNSYLVANIA OFFICE:

1845 WALNUT STREET, SUITE 600  
PHILADELPHIA, PA 19103  
215-563-6821  
215-563-9680 TELECOPIER

+ MEMBER NJ & FLA BAR  
Δ MEMBER NJ & PA BAR  
• MEMBER NJ & SC BAR  
♦ MEMBER NJ, PA & WI BAR

OUR FILE NO. 6809.14

January 20, 1998

VIA TELECOPIER 835-0782

Zoning Board  
Willingboro Township  
Attn: Marie Annese  
Salem Road  
Willingboro, NJ 08046

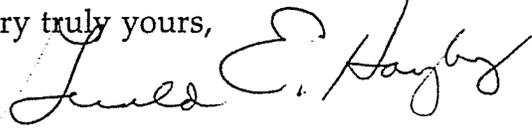
Re: Omnipoint  
Block 11.01, Lots 1, 2, 3, 4

Dear Ms. Annese:

We have been directed by Omnipoint to withdraw the application filed on December 22, 1997 with the Zoning Board.

Will you kindly return to me any unused escrow fees.

Very truly yours,

  
GERALD E. HAUGHEY *gh*

GEH:amc

cc: Ken Moss  
Kipp Happ  
Lisa M. Willitts, Esq.

amc2790.bgg-1/98

RESOLUTION NO. 1998 - 44

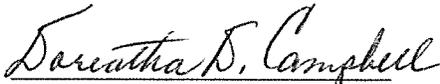
A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CARL A. TURNER, P.E.

WHEREAS, the need exists for engineering services for the Township of Willingboro; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 17th day of March, 1998, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with Carl A. Turner, P.E. in accordance with the Township Salary Ordinance.
2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstädter, RMC  
Township Clerk

PROFESSIONAL SERVICES AGREEMENT  
between the Township of Willingboro  
and Carl A Turner, P.E..

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

WHEREAS, Carl A Turner is a licensed Professional Engineer authorized to practice in the State of New Jersey and is hereafter identified as the Engineer.

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and Carl A. Turner, P.E., a licensed Professional Engineer of the State of New Jersey as follows:

I. APPOINTMENT. Carl A. Turner, P.E., is hereby appointed and retained as Engineer for the Township of Willingboro.

II. TERM. This appointment shall fill an unexpired term until December 31, 1999.

III. SERVICE. During the term of this Agreement, the Engineer agrees to provide engineering services to the Township of Willingboro and to the Planning Board and the Zoning Board of Adjustment of the Township of Willingboro as the Township Engineer, as set forth in the Revised General Ordinances of the Township of Willingboro.

IV. COMPENSATION.

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

V EQUAL OPPORTUNITY.

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

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

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

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

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

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

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

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

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

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

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

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

VII. NEW JERSEY LAW. This Agreement shall be governed by and in accordance with the laws of the State of New Jersey.

VIII. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Engineer.

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

X CAPTIONS. the captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

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

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

TOWNSHIP OF WILLINGBORO

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CARL A. TURNER, P.E.  
TOWNSHIP ENGINEER

ATTEST:

\_\_\_\_\_  
Rhoda Lichtenstadter, RMC  
Township Clerk

\_\_\_\_\_  
DATE



# TOWNSHIP OF WILLINGBORO

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

TOWNSHIP MANAGER  
Norton N. Bonaparte, Jr.

COUNCIL MEMBERS  
James E. Ayrer  
Doreatha D. Campbell  
Lavonne B. Johnson  
Jeffrey E. Ramsey  
Paul L. Stephenson

*March 17, 1998*

*Carl A. Turner, P.E.  
86 Earnshaw Lane  
Willingboro, New Jersey 08046*

*Dear Mr. Turner:*

*Enclosed is a copy of Resolution No. 44-1998 adopted at the Willingboro Township Council meeting of March 17, 1998 along with an original and a copy of the Professional Services Agreement to be signed by you. After you have signed both Agreements, please return them to my office and a fully executed copy will be sent to you.*

*Also enclosed are two Financial Statement Forms that must be completed and both must have original signatures.*

*Thank you for your cooperation.*

*Sincerely,*

  
*Rhoda Lichtenstadter, RMC  
Township Clerk*

*Enclosures*

*/eb*

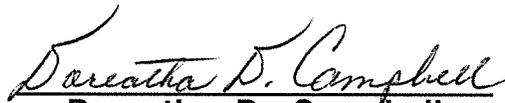
# TOWNSHIP OF WILLINGBORO

## A RESOLUTION OF THE TOWNSHIP COUNCIL IN MEMORY OF QUENTIN M. WALTON

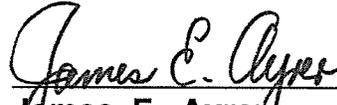
**Whereas**, the Township Council of the Township of Willingboro has learned of the untimely death of **Quentin M. Walton**, who served as a member of the Willingboro Township Committee, as Mayor, as a member of the Willingboro Board of Education and as Executive Director of the Willingboro Municipal Utilities Authority, and

**Now, Therefore Be It Resolved** by the Township Council of the Township of Willingboro, assembled in public session this 17th day of March, 1998, that the Township Council does hereby express the sympathy and condolences of the Township of Willingboro to the family of **Quentin M. Walton**, and

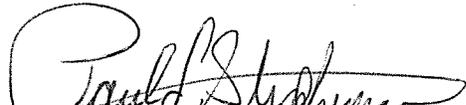
**Be It Further Resolved**, that an original signed copy of this Resolution shall be presented to the family of **Quentin M. Walton** as an expression of the condolences of the Township of Willingboro.

  
\_\_\_\_\_  
**Doreatha D. Campbell**  
Mayor

  
\_\_\_\_\_  
**Lavonne Bebler Johnson**  
Deputy Mayor

  
\_\_\_\_\_  
**James E. Ayres**  
Councilman

  
\_\_\_\_\_  
**Jeffrey E. Ramsey**  
Councilman

  
\_\_\_\_\_  
**Paul L. Stephenson**  
Councilman

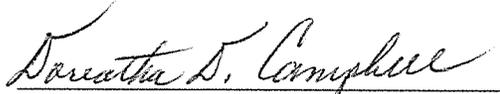
RESOLUTION NO. 1998 - 45

A RESOLUTION AMENDING RES. NO. 1998 - 4  
INCREASING PETTY CASH FUND FOR PUBLIC  
WORKS/RECREATION.

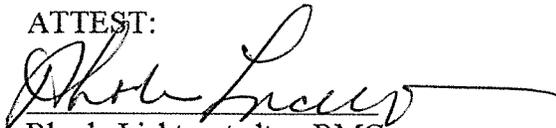
WHEREAS, it has been recommended by the Director of Public Works/  
Recreation that the petty cash fund be increased to the amount of \$1,000 for 1998,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of  
the Township of Willingboro, assembled in public session this 7th day of April,  
1998, that Resolution No. 1998 - 4 be and is hereby amended to provide that the petty  
cash fund of Public Works/Recreation to \$1,000 for 1998.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to  
the Director of Public Works/Recreation, The Finance Director, and the Auditor for  
their information and attention.

  
\_\_\_\_\_  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
\_\_\_\_\_  
Rhoda Lichtenstadter, RMC  
Township Clerk

**NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICES  
APPLICATION TO ESTABLISH A PETTY CASH FUND**

TOWNSHIP OF WILLINGBORO

COUNTY OF BURLINGTON

Pursuant to the provisions of N.J.S. 40A:5-21 application is hereby made for permission to establish a petty cash fund for the following office or department and amount:

Public Works and Recreation Department \$1,000

The petty cash fund will be used by the aforementioned office or department to pay claims specifically described as follows: Small Miscellaneous itesm not large enough to warrant a purchase order. of for vendors who will not accept a purchase order (for small amounts only): toll fees, auto parts, bolts; etc.

It is estimate that the maximum amount of such claims to be paid in any one month will be:  
\$1,000.00

It is estimated that the maximum amount of such claims to be paid in any fiscal year will be:  
\$5,000.00

Certification is hereby made that the person having custody of the fund will be bonded with corporate surety in an amount not less than \$1000 or the amount of the fund, whichever is greater.

The custodian of such fund and that amount of the surety bond will be as follows:

Ramona Barrientos \$25,000.00

**Petty Cash Funds Currently In Existence And Approved By the Division of Local Government Services**

Public Works and Recreation	\$	50.00	\$
Finance Department	\$	50.00	\$
Department of Human Services	\$	2,000.00	\$

This application was authorized at a meeting of the COUNCIL of the

TOWNSHIP of WILLINGBORO, County of BURLINGTON

on the \_\_\_\_\_ day of \_\_\_\_\_, 1998 and upon approval of the Director of Local Government Services,

authorization will be given for the issuance of a check to the fund custodian in the amount set forth in the application.

I hereby certify that the above charges are for emergency purchases and are not of such nature that should be processed through am encumbrance system.

*Joanne M. Dreyer*  
CFO

Date

I hereby certify that this application was authorized by the governing body as indicated in the application.

*Shade Fullin*  
Clerk

*4/8/98*  
Date

Approved by: \_\_\_\_\_

Director, Division of Local Government Services

Date \_\_\_\_\_

**WILLINGBORO TOWNSHIP**  
**INTEROFFICE MEMO**

*TO  
COUNCIL  
FOR ACTION  
3/31/98*

**DATE:** March 30, 1998  
**TO:** Mr. Norton Bonaparte  
**FROM:** Joanne G. Diggs *JDiggs*  
**SUBJECT:** Petty Cash Fund

This is to clarify my reasons for requesting that we establish a petty cash checking account in the Public Works/ Recreation Department for \$1,000. Also, to outline the controls that would be established to assure that all funds that are would be verified and approved in accordance with our normal internal control procedures.

Many times throughout the year, especially during the summer months the Recreation/ Public Works Department needs to purchase items for \$25 or less. Theses item could consist of food or drink for one the Recreation programs, a music tape for one the classes, a small item need for an art project at one of the playgrounds or, a fuse for a truck. Many times these item are needed immediately and the vendor will not accept a purchase order. Currently we ratify more checks for the Public Works/Recreation Department than all other departments combined. I believe that it would be a much more efficient use of our time to a process an \$1,000.00 purchase order than forty \$25 purchase orders.

A petty cash checking account works very much like any petty cash fund. Upon approval of the fund a check would be issued for \$1000 to open a checking account. Disbursements from the "Petty Cash Checking Account" would be approved and checks issued by the department. No individual check would be more than \$25.00. A receipt for the purchase would be attached to each disbursement voucher.

Once the fund is nearly depleted the department would prepare a purchase order to replenish the fund. All of the vouchers and receipts would be attached to the purchase order that would be approved, verified, charged to the proper account, and put on the bill list for payment. If approved for payment the account would be replenished to the \$1,000 level. At no time would the balance be more than \$1,000. The fund would be closed at the end of each year which means that the original \$1,000 would be accounted for or returned to finance. Bank statements would come directly to finance and reconciled by the Finance Department.

Please contact me if you need any further information or wish to discuss this further.

c. Harry McFarland

**WILLINGBORO TOWNSHIP**  
**INTEROFFICE MEMO**

**DATE:** March 10, 1998  
**TO:** Mr. Norton Bonaparte  
**FROM:** Joanne G. Diggs   
**SUBJECT:** Petty Cash Fund

In an ongoing effort to improve our procedures, I recommend that we establish \$1,000.00 a petty cash checking account for the Public Works/Recreation Departments. This would allow them limited flexibility to purchase items needed on an emergency basis. The current Petty Cash fund of \$50.00 is insufficient to handle these items.

The Petty Cash Fund checking account would maintain a balance of only \$1,000.00 and would be reimbursed upon submission of vouchers and receipts from the department. The disbursements of funds to replenish this account would go through the same verification and approval procedures that are part of our current internal control procedures.

The application to the New Jersey Department of Community affairs is attached. It needs Township Council's approval. Please contact me if you wish to discuss this request.

C. Rhoda Lichtenstadter  
Harry McFarland

# Department of Community Affairs Services

Division of Local Government Services

Fax: 609-984-7388

## Facsimile

To: Joan Diggs  
 @Fax: 609-835-0785  
 From: Bob Starego  
 Date: 2-24-98  
 Re: Petty Cash App  
 Pages: ; including this

MESSAGE: Change in Monetary Amount  
 Completed application and 2 certified  
 copies of adopted resolution should be  
 submitted to Division for approval.

*John*

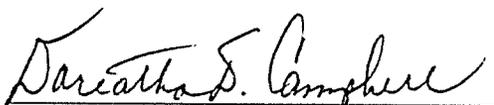
RESOLUTION NO. 1998 - 20

A RESOLUTION AMENDING RES. NO. 1998 - 4  
INCREASING PETTY CASH FUND FOR PUBLIC  
WORKS/RECREATION.

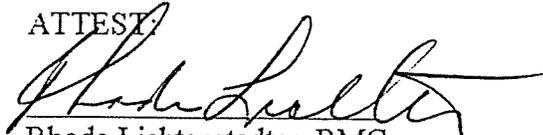
WHEREAS, it has been recommended by the Director of Public Works/  
Recreation that the petty cash fund be increased to the amount of <sup>1,000</sup> \$100 for 1998,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of  
the Township of Willingboro, assembled in public session this ~~20th~~ day of ~~January~~,  
1998, that Resolution No. 1998 - 4 be and is hereby amended to provide that the petty  
cash fund of Public Works/Recreation to \$100 for 1998.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to  
the Director of Public Works/Recreation, The Finance Director, and the Auditor for  
their information and attention.

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1998 - 46

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on March 17, 1998, that an Executive Session closed to the public shall be held on March 17, 1998, at 9:35 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
DOREATHA D. CAMPBELL

MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

# TOWNSHIP OF WILLINGBORO

## Resolution No. 1998-47A

**A Resolution of the Township Council of the Township of Willingboro Authorizing a Tax Exemption and Agreement for Payments In Lieu of Taxes for the Project Known as Willingboro Senior Housing Development In Accordance With the Provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983**

**WHEREAS**, Willingboro Community Senior Partners, L.P. (hereinafter referred to as the "applicant") proposes to construct a housing project known as Willingboro Senior Housing Development (hereinafter referred to as the "development" or the "housing") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended [*N.J.S.A. 55:14K-1 et seq.*] [hereinafter referred to as the "HMFA Law"] within the Township of Willingboro, County of Burlington and State of New Jersey, hereinafter sometimes referred to as the ("Township") on a site identified as Block 2, Lot 7.04 on the Tax Map of the Township of Willingboro, and more particularly described in accordance with the Site Plan on file with the Township Clerk of the Township of Willingboro, which plan was prepared by David V. Denton, P.E. and which is dated January 17, 1996, and which was granted preliminary conditional site plan approval as memorialized in Resolution No. 4-1996, adopted by the Planning Board on March 11, 1996, and

**WHEREAS**, the proposed development will be subject to the Rules and Regulations of the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as "NJHMFA"); and

**WHEREAS**, pursuant to the provisions of the HMFA Law, the Township Council of the Township of Willingboro hereby certifies that there is a need for this low and moderate income housing project in the Township; and

**WHEREAS**, the Sponsor has presented to the Township Council a financial statement dated March 27, 1998, a copy of which is attached hereto and made a part hereof as Exhibit A, covering the cost of the land and improvements and the operation of the Development as estimated by the Sponsor and NJHMFA which reasonably assures the successful completion and operation of the Development,

**Now, therefore, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session on March 31, 1998, that:

(a) The proposed development will meet or meets an existing housing need, specifically being rental units for senior citizens with low and moderate incomes, which does not presently exist within the Township of Willingboro,

(b) The proposed development conforms to the requirements of all applicable ordinances of this Township,

(c) The development of the Project is hereby approved; and

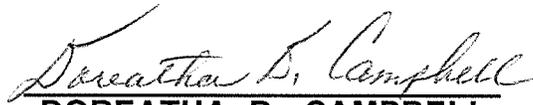
**BE IT FURTHER RESOLVED**, that the Township Council hereby makes the determinations and findings herein contained by virtue of, pursuant to and in conformity with the provisions of the HMFA Law with the intent and purpose that the NJHMFA or a private lender shall rely thereon in making a Mortgage Loan to the Sponsor, which shall construct, own and operate the Development; and

**BE IT FURTHER RESOLVED**, that the Township Council does hereby adopt the within Resolution with the further intent and purpose that from the date of execution of the Mortgage Loan, the proposed Development will be exempt from real property taxation as provided in *N.J.S.A. 55:14K-1, et seq.*, and that in lieu of taxes, the Sponsor shall make to the Township payment of an annual service charge for

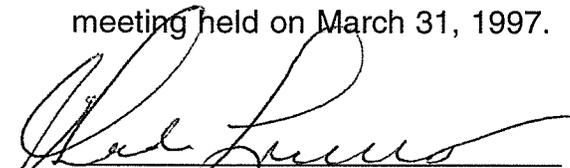
municipal services in such amount as is set forth in the Agreement between the Township and the Applicant, attached hereto as Exhibit B. The exemption is being made with the understanding that the land taxes shall continue to be assessed but that payment thereof shall be credited toward the annual service charge, and

**BE IT FURTHER RESOLVED**, that the Mayor and Clerk are authorized and directed to execute, on behalf of the Township the Agreement for Payments in Lieu of Taxes, a copy of which is attached hereto; and

**BE IT FURTHER RESOLVED**, that the Township Council understands and agrees that the amounts set forth in Exhibit A are estimates only and agrees that the sponsor may, upon NJHMFA approval, make reasonable changes in the construction, maintenance and operation of the development to ensure compliance with financial and statutory requirements of NJHMFA, which will necessitate reasonable changes in the amounts set forth in Exhibit A.

  
**DOREATHA D. CAMPBELL**  
Mayor

I HEREBY CERTIFY, that the foregoing is a true copy of a resolution adopted by the Township Council at the Township of Willingboro, New Jersey at a public meeting held on March 31, 1997.

  
**Rhoda Lichtenstadter, RMC**  
Township Clerk

**TOWNSHIP OF WILLINGBORO**

**Resolution No. 1998-47B**

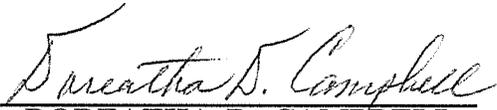
**A Resolution of the Township Council of the Township of Willingboro  
Waiving the Local Portion of Permit Fees in Conjunction with the  
Willingboro Senior Housing Development**

**WHEREAS**, Willingboro Community Senior Partners, L.P. proposes to construct a housing project known as Willingboro Senior Housing Development within the Township of Willingboro, County of Burlington and State of New Jersey, hereinafter sometimes referred to as the ("Township") on a site identified as Block 2, Lot 7.04 on the Tax Map of the Township of Willingboro, and more particularly described in accordance with the Site Plan on file with the Township Clerk of the Township of Willingboro, and

**WHEREAS**, the Applicant has requested that the Township of Willingboro waive the local portion of the permit fees required for the construction of the project, and

**WHEREAS**, the Township Council has determined that the waiver of the local portion of the permit fees is an appropriate action in order to move the project forward and to demonstrate the Township's commitment to the project

**Now, Therefore, Be It Resolved**, by the Township Council of the Township of Willingboro, assembled in public session on March 31, 1998, that the Township Manager and the Construction Official are hereby authorized to waive the local portion of the permit fees required in conjunction with the Willingboro Senior Housing Development project.

  
**DOREATHA D. CAMPBELL**  
Mayor

I HEREBY CERTIFY, that the foregoing is a true copy of a resolution adopted by the Township Council at the Township of Willingboro, New Jersey at a public meeting held on March 31, 1997.

  
**Rhoda Lichtenstadter, RMC**  
Township Clerk

# KEARNS, VASSALLO, GUEST & KEARNS

ATTORNEYS



AT LAW

630 BEVERLY-RANCOCAS ROAD • WILLINGBORO, NJ 08046-3718

WILLIAM JOHN KEARNS, JR.  
JOHN F. VASSALLO, JR.  
BRIAN M. GUEST  
ELLEN B. KEARNS

609-877-6550

WILLIAM D. HILL - Of Counsel  
GEORGE E. WILSON\* - Of Counsel  
MARY P. McKEON STOSUY\*\* - Of Counsel

FAX 609-835-4646

\*Admitted in NJ, NY, PA  
\*\*Admitted in NJ, NY

March 26, 1998

Norton N. Bonaparte, Jr.  
Township Manager  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro NJ 08046

RE: Willingboro Senior Housing Development

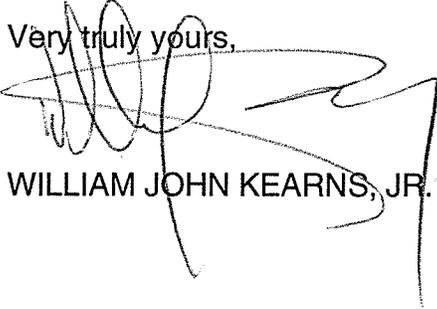
Dear Mr. Bonaparte:

In accordance with your request, I am enclosing the Agreement, the Resolution authorizing the Agreement and the Tax Exemption, the Resolution authorizing the waiver of the local portion of the permit fees and the Legal Opinion on the site plan approvals.

The Resoluton on the Balanced Housing Funds application will be prepared as soon as we have the additional information at the end of next week.

I have not sent copies to Willingboro Community Senior Partners, L.P. pending your review of these documents. If you find them to be in order, you can certainly provide them with copies.

Very truly yours,

  
WILLIAM JOHN KEARNS, JR.

WJK:mmi

# KEARNS, VASSALLO, GUEST & KEARNS

ATTORNEYS



AT LAW

---

630 BEVERLY-RANCOCAS ROAD • WILLINGBORO, NJ 08046-3718

---

WILLIAM JOHN KEARNS, JR.  
JOHN F. VASSALLO, JR.  
BRIAN M. GUEST  
ELLEN B. KEARNS

609-877-6550

WILLIAM D. HILL - Of Counsel  
GEORGE E. WILSON\* - Of Counsel  
MARY P. McKEON STOSUY\*\* - Of Counsel

FAX 609-835-4646

\*Admitted in NJ, NY, PA  
\*\*Admitted in NJ, NY

March 26, 1998

Norton N. Bonaparte, Jr.  
Township Manager  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro NJ 08046

RE: Willingboro Senior Housing Development  
LO 98c26 Senior Housing Site Plan

Dear Mr. Bonaparte:

In accordance with your request, I have reviewed the Agreement of Sale between Willingboro Mall, LTD. and Willingboro Community Senior Partners, L.P., which also includes an acknowledgement of agreement executed by Willingboro Senior Housing, LLP.

Willingboro Senior Housing, LLP, made application to the Willingboro Township Planning Board and received Minor Subdivision and Site Plan approvals on May 13, 1996. The approvals were memorialized in Resolution 7-1996 and Resolution 8-1996, duly adopted by the Planning Board.

While Willingboro Senior Housing, LLP was the applicant, the approvals granted by the Planning Board relate to the property, not to the individual applicant. As such, the owner of the property has full rights to the approvals.

Accordingly, the Agreement of Sale between Willingboro Mall, LTD, and Willingboro Community Senior Partners, L.P. is sufficient to transfer to Willingboro

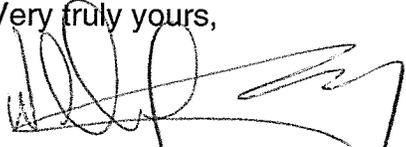
Norton N. Bonaparte, Jr.  
RE: Willingboro Senior Housing Development  
March 26, 1998  
Page 2.

Community Senior Partners, L.P. the right to proceed with the project in accordance with the approvals granted by the Planning Board.

It is my understanding that Willingboro Community Senior Partners, L.P. does not seek any modification of the Site Plan, so that it can proceed in accordance with the approved plan. It should be noted that the approvals have a three (3) year period of approval, running to May 13, 1999. That means that the applicant will have to begin the project within that time period. Once the project moves into the construction stages, the approvals become vested.

Although Willingboro Community Senior Partners, L.P. has indicated that it plans to proceed in accordance with the approved site plan, should any modification of the site plan be desired in the future, that can be accomplished by making proper application to the Planning Board for approval of an amended site plan.

Very truly yours,



WILLIAM JOHN KEARNS, JR.  
Township Solicitor and  
Director, Department of Law  
Township of Willingboro

WJK:mmi

RESOLUTION NO. 1998 - 48

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on March 31, 1998, that an Executive Session closed to the public shall be held on March 31, 1998, at 8:15 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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



MAYOR

ATTEST:  
  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1998 – 49

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR AN EMERGENCY TEMPORARY APPROPRIATIONS FOR 1998.

WHEREAS, Willingboro Township Council, on the 1st day of January, 1998 did adopt a temporary budget appropriation resolution as provided by Revised Statute 40A:4-19; and

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

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 1, 1998;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 31st day of March, 1998, with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 be made as follows:

Township Council	SW	15,500
Township Manager	SW	81,000
Township Clerk	SW	51,000
Receptionist/Comm.	SW	12,000
Receptionist/Comm.	OE	10,000
Finance	SW	91,000
Tax Collection	SW	74,000
Tax Assessment	SW	22,000
Tax Assessment	OE	5,000
Employee Group Insurance	SW	25,000
Employee Group Insurance	OE	250,000
Other Insurance	OE	430,000
Legal Services	SW	51,000
Municipal Court	SW	75,000
Municipal Court	OE	6,500
Planning Board	SW	250
Zoning Board	SW	350
Construction Official	SW	30,000
Construction Official	OE	1,500
Uniform Fire Safety Act	SW	18,000
Housing Inspection	SW	100,000
Fire Marshall	SW	6,000
Electric & Plumbing Inspection	SW	50,000
Electric & Plumbing Inspection	OE	54,000
Fire Company	SW	90,000
Fire Company	OE	50,000

Resolution No. 1998 Continued

Police	SW	2,700,000
Police	OE	50,000
Public Works Administration	SW	40,000
Roads and Streets	SW	470,000
Roads and Streets	OE	50,000
Public Building and Grounds	SW	36,000
Public Building and Grounds	OE	45,000
Street Lighting	OE	101,000
Refuse Collection	OE	150,000
Recycling	SW	30,000
Township Engineer	OE	4,000
Clinical Services	SW	30,000
Clinical Services	OE	5,000
Public Assistance	SW	27,000
Library	OE	125,000
Recreation	SW	176,000
Clean Communities	SW	10,000
Clean Communities	OE	2,250
Municipal Drug Alliance	OE	15,000
Police and Fire Retirement	OE	488,000
Social Security	OE	170,000

2,700,000  
\$6,323,350

Dated: 3/31/98

Doreatha D. Campbell  
Doreatha D. Campbell, Mayor

ATTEST

Rhoda Lichtenstadter

Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1998 - 50

A Resolution authorizing the application to the DEP for  
a Green Communities Grant for Local Tree Management Plan.

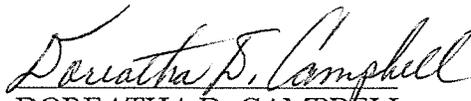
WHEREAS, the governing body of the Township of Willingboro desires to further  
the public interest by obtaining a grant from the State of New Jersey in the amount of  
approximately \$2,000.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session this 31st day of March, 1998, that  
the Mayor is authorized:

- (a) to make application for such a grant
- (b) if awarded, to execute a grant agreement with the State  
for a grant in an amount not less than \$2,000 and not more than \$2,000, and
- (c) to execute any amendments thereto which do not  
increase the Grantee's obligations.

The Mayor and Township Council hereby authorize and agree to 100% of the  
match to be made up of in kind services (prison labor).

BE IT FURTHER RESOLVED, that copies of this resolution be provided to DEP  
and the Environmental Commission for their information and attention.

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

GRANT AGREEMENT  
BETWEEN

WILLINGBORO TOWNSHIP

(print name of Grantee; all capitals)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: \_\_\_\_\_

GOVERNING BODY RESOLUTION

The governing body of Willingboro Township \_\_\_\_\_  
(print Grantee's name)

desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$ 2,000  
to fund the following project: Local Tree Management Plan

Therefore, the governing body resolves that Doreatha D. Campbell \_\_\_\_\_ or the successor to the office of  
(print name)  
Mayor \_\_\_\_\_ is authorized (a) to make application for such a grant, (b) if awarded, to execute  
(print title of authorized official)

a grant agreement with the State for a grant in an amount not less than \$ 2,000 and not more than \$ 2,000 . and  
(c) to execute [ ] any amendments thereto [ ] any amendments thereto which do not increase the Grantee's obligations.

\*The \_\_\_\_\_  
(print name of Grantee's governing body, e.g., board of chosen freeholders) authorizes and hereby agrees to  
match NA % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for  
such purposes, whether cash, services, or property, is hereby certified 100 % of the match will be made up of inkind services (if allowed by  
grant program requirements and the agreement).\*

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed March 31, 1998 , \_\_\_\_\_ .

Ayes: 5  
Noes: 0  
Absent: 0



\* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where inkind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the inkind services to be provided by the Grantee.

CERTIFICATION\*

I, Rhoda Lichtenstadter \_\_\_\_\_,  municipal clerk  county clerk  utilities  
authority clerk  (other, specify) Willingboro Twp \_\_\_\_\_ of \_\_\_\_\_  
(print name)  
certify that this resolution was duly adopted by Willingboro Township Council \_\_\_\_\_ at a  
(print Grantee's name)  
meeting duly held on the 31 day of MAR, 1998 \_\_\_\_\_; that this resolution has not been amended or repealed;  
(print name of Grantee's governing body)  
and that it remains in full force and effect on the date I have subscribed my signature.\*\*

Rhoda Lichtenstadter  
\_\_\_\_\_  
(signature)

Rhoda Lichtenstadter  
\_\_\_\_\_  
(print name)

Township Clerk  
\_\_\_\_\_  
(print title)

Date: 3/31/98

\* Certification must be signed by an official other than the individual authorized to execute the agreement.

\*\* This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, Grantee must submit a currently certified copy of this Attachment E when it returns the executed agreement to the Department.

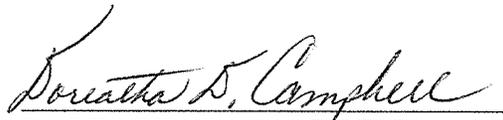
RESOLUTION NO. 1998- 51  
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,  
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error, 100% exemptions, veteran deduction, senior citizen deduction; and

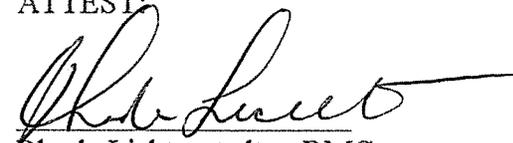
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of April, 1998, that refunds be made as per the attached schedule; and

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

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

WILLIAM HILL 32 PEPPERMINT LANE BLOCK 302 LOT 10 32 PEPPERMINT LANE 100% EXEMPT	\$213.25
WILLIAM HILL 32 PEPPERMINT LANE BLOCK 302 LOT 10 32 PEPPERMINT LANE 100% EXEMPT	213..25
CURTIS & SHARON JEFFERSON 5 DEXTER COURT BLOCK 544.01 LOT 38.23 5 DEXTER COURT APPEAL	567.54
DM TITLE AGENCY L.L.C. 231 CROSSWICKS ROAD SUITE 14 BORDENTOWN, N.J. 08505 BLOCK 902 LOT 45 87 ROCKLAND DRIVE OVERPAYMENT TAXES	572.32
BEATRICE BROLO 24 EDISON LANE BLOCK 819 LOT 23 24 EDISON LANE OVERPAYMENT TAXES	741.26

RESOLUTION NO. 1998 - 52

A RESOLUTION AUTHORIZING LIENS AGAINST  
REAL PROPERTY FOR THE ABATEMENT OF  
CERTAIN CONDITIONS IN ACCORDANCE WITH  
THE PROPERTY MAINTENANCE CODE OF THE  
TOWNSHIP OF WILLINGBORO.

WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

WHEREAS, Section 21-9.12 of the Revised General Ordinances of the Township of Willingboro provides for the abatement of certain conditions, and Section 21-9.13 provides that the cost of any abatement shall become a lien against real property; and

WHEREAS, the Director of Inspections has cited several properties and has imposed fines and expenses of repair on those properties as per the attached list; and

WHEREAS, Section 21-9.13 further provides that the Township Council, must by Resolution, approve the expenses and costs and that they shall thereafter become a lien against the properties listed and shall be collectible as provided by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of Apr. 1998 that the fines and expenses certified by the Director of Inspections and listed on the attached schedule are hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law.

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

*TO  
Township  
for Action  
mnm*

\*\*\*\*\*  
**INTEROFFICE MEMORANDUM**  
 \*\*\*\*\*

MEMO TO: Norton N. Bonaparte, Township Manager  
 Rhoda Lichtenstadter  
 FROM: Leonard Mason  
 DATE: April 7, 1998  
 SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

-----  
 Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$10,135.00 for the time period of February 3, 1998 thru April 7, 1998

Under ordinance 21-9.13 I am placing liens against the following properties:

<u>ADDRESS</u>	<u>BLOCK &amp; LOT</u>	<u>AMOUNT</u>	<u>WORK DONE</u>
25 Twin Hill	1101-78	\$ 1670.00	Furnace replacement; emergency
2 Holiday	639-8	\$ 640.00	Rem debris; cut grass; remove weeds; trim bushes
29 Pennant	314-6	\$ 400.00	Sec property
10 Hargrove	612-3	\$ 325.00	Rem graffiti; clean up tr & debris & remove
5 Brooklawn	201-2.	\$ 370.00	Board up & Paint gar door & window
28 Tulip	1135-32	\$ 40.00	Sec windows/doors w/existing locks
17 Garfield	727-3	\$ 95.00	Secure house
74 Niagara	1023-45	\$ 145.00	Board & paint side window & rear stor. area
61 Clubhouse	408-27	\$ 95.00	Board & Paint rear w&d
7 Courtland	403-16	\$ 590.00	Board up fire dmgd.prop.
20 Heath	620-5	\$ 160.00	Clean up; disp.of debris
29 Stirrup	121-15	\$ 60.00	Resecure property
58 Barrington	242-18	\$ 885.00	Clean up prop; trim bushes; Cut grass; brd 2 windows
110 Somerset	125-2	\$ 95.00	Rpr d'spout; rem glass
8 Roberts	902-197	\$ 3825.00	Repl. soffit, fascia, etc.; prep & paint siding, etc; repl rear fence
114 Pheasant	318-14	\$ 740.00	Emer rpr of broken pipe; repl feed valve (boiler)
<b>TOTAL</b>		<b>\$ 10135.00</b>	

Please prepare a resolution for approval of Township Council as required for certification and filing with the Tax Collector.

A handwritten signature in cursive script that reads "Leonard Mason". The signature is written in black ink and is positioned above a horizontal line.

Leonard Mason

Director of Inspections

ba

**TOWNSHIP OF WILLINGBORO**

**Resolution 1998 - 53**

**A Resolution of the Township Council of the Township of  
Willingboro Authorizing a Contract for an Independent Consultant  
to Serve as Newsletter Editor**

**Whereas**, there is a need for an independent consultant to serve as Newsletter Editor for the Township of Willingboro, and

**Whereas**, it is necessary that the Township Council authorize the execution of a contract with an Independent Consultant, in accordance with the provisions of the Local Public Contracts Law, and

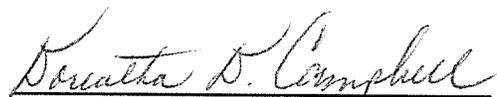
**Whereas**, the amount of the contract is below the amount for which public bidding is required pursuant to the Local Public Contracts Law,

**Now, therefore Be It Resolved** by the Township Council of the Township of Willingboro, assembled in public session this **7th** day of **April, 1998**, that:

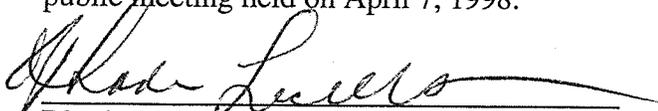
1. The Mayor and Clerk are hereby authorized to execute, on behalf of the Township of Willingboro, an Agreement with Gail Fountaine, under which Gail Fountaine will provide services to the Township of Willingboro as an Independent Consultant to act as Newsletter Editor for a term beginning April 1, 1998, and ending March 31, 1999, as set forth specifically in the Agreement, a copy of which is attached hereto.

2. The compensation is fixed at 1,200.00 per newsletter issue published, with a limit of not more than 10 newsletter issues during the term of the agreement, and subject to approval by the Township Manager.

**Be It Further Resolved** that certified copies of this Resolution shall be provided to Gail Fountaine and to the Township Manager and the Chief Financial Officer of the Township of Willingboro for their information and attention.

  
**Doreatha D. Campbell**  
**Mayor**

The foregoing Resolution is certified to be a true copy of the original Resolution adopted by the Willingboro Township Council at a public meeting held on April 7, 1998.

  
**Rhoda Lichtenstadter, R.M.C.**  
**Township Clerk**

# INDEPENDENT CONTRACTOR AGREEMENT

between the  
Township of Willingboro  
and  
Gail Fontaine

**Whereas**, the Township of Willingboro requires the services of a Consultant to serve as Editor of the Township's Newsletter, and

**Whereas**, it has been determined that Gail Fontaine is qualified to serve the Township of Willingboro as Editor of the Township's Newsletter, and

**Whereas**, the Township has determined that the role of Newsletter Editor is not one which would provide for regular full time or part time employment, but is more appropriately filled by an independent consultant who can perform the role of Newsletter Editor on a per-edition basis, and

**Whereas**, the services of a Newsletter Editor can be performed by an independent consultant at a cost below the level for which bids are required under the Local Public Contracts Law, and

**Whereas**, Gail Fontaine, has offered her services to the Township as an independent consultant qualified to perform the services of Newsletter Editor,

**Now, Therefore, It is Agreed** by and between the Township of Willingboro and Gail Fontaine as follows:

**I. Retention of Independent Consultant.** Gail Fontaine is hereby retained as an Independent Consultant to the Township of Willingboro to serve as the Editor of the Township Newsletter.

**II. Term and Services.** During the term of this Agreement, which shall run for a period of one (1) year from the April 1, 1998, to March 31, 1999, the Independent Consultant agrees to serve as Newsletter Editor for the Township Newsletter and to undertake the coordination and supervision of the preparation of the Township Newsletter, subject to the approval of the Township Manager.

**III. Compensation.** During the term of this Agreement, the Independent Consultant shall be compensated at the rate of \$1,200.00 for each issue of the Township Newsletter published

for which the Independent Consultant has served as Newsletter Editor. The number of issues shall be determined by the Township, but shall not exceed ten (10) issues during the term of this Agreement. Billings shall be submitted to the Township within 30 days after publication of each issue along with the required voucher.

**IV. Equal Opportunity.**

1. In consideration of the execution of this Agreement, the Independent Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status, or national origin. The Independent Consultant shall comply with the *New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.* and all other applicable Federal and New Jersey statutes of a similar nature.
2. The attention of the Independent Consultant is particularly drawn to the affirmative action provisions of the *New Jersey Law Against Discrimination* as set forth in *N.J.S.A. 10:5-31* and the applicable regulations thereunder. The Independent Consultant shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

**V. Mandatory Affirmative Action Language Required in all Contracts with a Public Agency in the State of New Jersey.** In accordance with the requirements of *P.L. 1975, C. 127*, and of *N.J.A.C. 17:27*, during the performance of this contract the contractor agrees to the mandatory language required in all contracts with a Public Agency in the State of New Jersey, as attached hereto.

**VI. New Jersey Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Township of Willingboro and the Consultant.

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

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

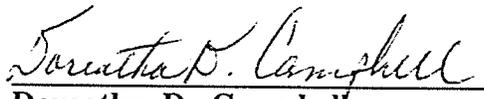
**IX. Captions.** The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

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

**XI. Termination.** The parties hereto may terminate this Agreement by either party giving fifteen (15) days written notice to the other.

**In Witness Whereof,** this Agreement has been executed on this 7th day of April, 1986, for the purposes and the term specified herein.

**Township of Willingboro**

  
Doreatha D. Campbell  
Mayor

  
Rhoda Lichtenstadter, RMC  
Township Clerk

  
Gail Fontaine

RESOLUTION NO. 1998 - 54

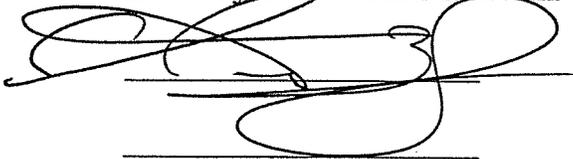
A RESOLUTION TO APPLY FOR AND OBTAIN A  
GRANT FROM THE NEW JERSEY DEPARTMENT  
OF COMMUNITY AFFAIRS, NEIGHBORHOOD  
PRESERVATION/BALANCED HOUSING PROGRAM.

WHEREAS, the Township of Willingboro desires to apply for and obtain a grant from the New Jersey Department of Community Affairs, Neighborhood Preservation Balanced Housing Program for an amount not to exceed the maximum amount allowed in accordance with N.J.A.C. 5:14 for the purpose of the development of the Willingboro Senior Housing Project.

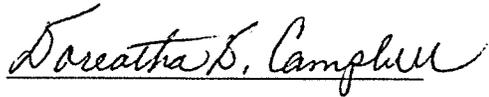
NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, assembled in public session this 7th day of April, 1998, does hereby authorize the application for and the execution of a contract for the receipt of such a grant from the New Jersey Department of Community Affairs and does further, upon the execution of such a contract, authorize the expenditure of such funds pursuant to the terms of said contract between Willingboro Township and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the Township of Willingboro does hereby commit to the project an exemption from real property taxation (payment in lieu of taxes will be made), the waiving of the local portion of the building permit fees, and transportation services for senior residents.

BE IT FURTHER RESOLVED, that the persons whose names, titles and signatures appear below are authorized to sign the application and that they or their successors in said titles are authorized to sign the contract and any other documents necessary in connection therewith.



Township Manager



Mayor

I, Rhoda Lichtenstadter, Township Clerk, of the Township of Willingboro, hereby certify that at a meeting of the Township Council of the Township of Willingboro, held on April 7, 1998, the above resolution was duly adopted.

April 7, 1998



Rhoda Lichtenstadter, RMC  
Township Clerk

**TOWNSHIP OF WILLINGBORO**

**Resolution No. 1998- 55 .**

**A Resolution of the Township Council of the Township of Willingboro Identifying the Willingboro Senior Housing Development as an Essential Element of the Strategic Neighborhood Plan for Housing and Economic Development.**

**WHEREAS**, Willingboro Community Senior Partners, L.P. proposes to construct a housing project known as Willingboro Senior Housing Development within the Township of Willingboro, County of Burlington and State of New Jersey, on a site identified as Block 2, Lot 7.04 on the Tax Map of the Township of Willingboro, and

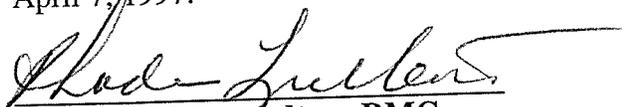
**WHEREAS**, the Township of Willingboro has designated the subject property as part of a redevelopment zone, and

**WHEREAS**, the Township Council has determined that the construction of the Willingboro Senior Housing Project will meet an urgent need for both senior housing and for economic development,

**Now, Therefore, Be It Resolved**, by the Township Council of the Township of Willingboro, assembled in public session on April 7, 1998, that the Willingboro Senior Housing Development Project is hereby identified as part of the strategic neighborhood plan of the Township of Willingboro to address housing and economic needs in the area in which it is to be located, specifically within the redevelopment area along US Route 130 and in the surrounding residential areas of the Township.

  
**DOREATHA D. CAMPBELL**  
Mayor

I HEREBY CERTIFY, that the foregoing is a true copy of a resolution adopted by the Township Council at the Township of Willingboro, New Jersey at a public meeting held on April 7, 1997.

  
**Rhoda Lichtenstadter, RMC**  
Township Clerk

RESOLUTION NO. 1998 - 56

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

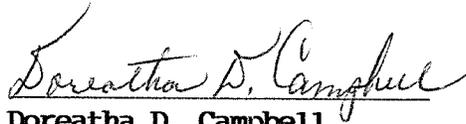
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

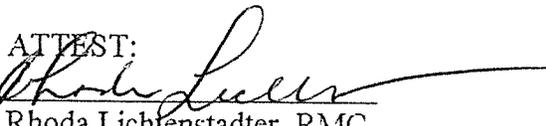
- (7) Matters relating to Litigation, Negotiations and:the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on April 7, 1998, that an Executive Session closed to the public shall be held on April 7, 1998, at 10:45p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
**Doreatha D. Campbell**  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

FOR INFORMATION ONLY

RESOLUTION NO. 57 1998

WHEREAS, by Resolution No. 7, 1998, Willingboro Township Council established meeting dates, times and places; and

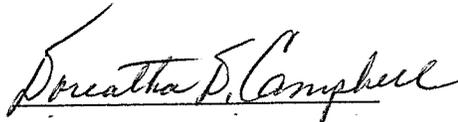
WHEREAS, said resolution may be amended to modify said listing;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this ...28th day of ...Apr. 1998, that the list of meeting dates be amended as follows:

ADD THE FOLLOWING MEETINGS:

SATURDAY, MAY 2nd - 9:30 a.m.      SATURDAY, MAY 9th 9:30 a.m.  
TUESDAY, MAY 5th - 8:30 p.m.      TUESDAY, MAY 12th 7:30 p.m.  
WEDNESDAY, MAY 6th - 7:30 p.m.

BE IT FURTHER RESOLVED, that the Township Clerk give notice hereof pursuant to the Open Public Meetings Act.

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1998 - 58

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on Apr 28, 1998, that an Executive Session closed to the public shall be held on Apr 28, 1998, at 9:15 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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



MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 1998-59  
A RESOLUTION AUTHORIZING REFUNDS FOR OVER-  
PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR,  
EXEMPTIONS FOR VETERANS AND SENIOR CITIZENS.

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error, 100% exemptions, veteran deduction, senior citizen deduction; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of May, 1998, that refunds be made as per the attached schedule; and

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

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

Conti Mortgage Corp.  
One ContiPark  
338 S. Warminster Road  
Hatboro, PA 19040  
Block 232  
Lot 5  
14 Barnwell Lane  
Overpayment Taxes

\$592.47

RESOLUTION NO. 1998 - 60

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF WILLINGBORO PROVIDING FOR AN  
EMERGENCY TEMPORARY APPROPRIATIONS FOR 1998.

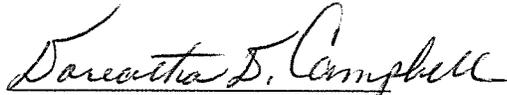
WHEREAS, Willingboro Township Council, on the 3rd day of January, 1998, did adopt a temporary budget appropriation resolution as provided by Revised Statute 40A:4-19; and

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

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 3, 1998;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of May, 1998, with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 be made as follows:

Housing Inspections	OE	20,000
Public Works Admin.	OE	500
Recreation	OE	100,000
Capital Improvement Fund	OE	244,022
TOTAL		364,522

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST;

  
Rhoda Lichtenstadter, RMC  
Township Clerk

**WILLINGBORO TOWNSHIP**  
**INTEROFFICE MEMO**

**DATE:** May 5, 1998  
**TO:** Mr. Norton Bonaparte  
**FROM:** Joanne G. Diggs  
**SUBJECT:** Emergency Appropriation

This is to request an additional emergency appropriation to cover the Housing Inspections and Public Works Administration that were under appropriated in the temporary budget. The Recreation Department is beginning its summer programs and needs more appropriation to cover the cost until the permanent budget is adopted.

We need to introduce our 1998 Capital Ordinance as soon as possible because we want to fund it along with the bond anticipation note that is due on June 26, 1998. This resolution contains the down payment for the 1998 Capital Ordinance.

C. Rhoda Lichtenstadter ✓

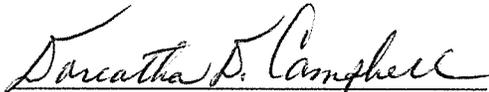
RESOLUTION NO. 1998 - 61

A RESOLUTION AUTHORIZING AN APPLICATION  
FOR A GRANT FOR RECREATIONAL PROGRAMS  
FOR DEVELOPMENTALLY CHALLENGED PERSONS.

WHEREAS, the Township of Willingboro, a Municipal Corporation, desires to apply for and obtain a grant from the New Jersey Department of Community Affairs, for funding in the amount of \$15,456.00, State, with \$3,864.00, local share for a total contract of \$19,320.00 for 1999 to carry out a program and to develop programs and social activities for developmentally challenged individuals.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of May, 1998, does hereby authorize the application for and the execution of a contract for the receipt of such a grant from the New Jersey Department of Community Affairs, and does further, upon the execution of such a contract, authorize the expenditure of such funds pursuant to the terms of said contract between the Township of Willingboro and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the Clerk and Mayor are hereby authorized to sign the application, the contract and any other documents necessary in connection therewith.

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

RESOLUTION NO. 199 8 - 62

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

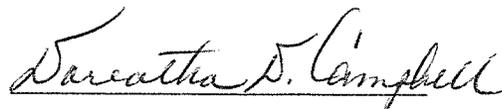
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

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

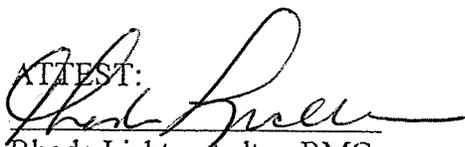
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on May 5, 1998, that an Executive Session closed to the public shall be held on May 5, 1998, at 8:10 p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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



MAYOR

ATTEST:



Rhoda Lichtenstadter, RMC  
Township Clerk

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 1998-63

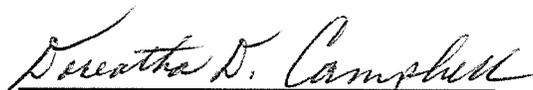
**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND THE TOWNSHIP CLERK TO EXECUTE A REDEVELOPMENT AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND RENEWAL WILLINGBORO LLC**

**Whereas**, the Township Council of the Township of has established a Redevelopment Area located in the Route 130 corridor between the Willingboro Township-Burlington Township line and Pennypacker Drive, and specifically including the property generally identified as the Willingboro Plaza and the Willingboro Village Mall and the general area surrounding the sites be designated as a redevelopment area or area in need of redevelopment in accordance with the provisions of the "Local Redevelopment and Housing Law", N.J.S.A. 40A:12A-1 et seq., and

**Whereas**, the Township Council of the Township of Willingboro has adopted a Redevelopment Plan in accordance with Ordinance 1998-4 and pursuant to the "Local Redevelopment and Housing Law", N.J.S.A. 40A:12A-1 et seq., and

**Whereas**, it is appropriate and necessary for the Township of Willingboro to enter into a Redevelopment Agreement with ReNEWal Willingboro LLC, providing for the environmental clean-up and redevelopment of Block 3, Lot 4.01, generally identified as the Willingboro Plaza,

**Now, Therefore, Be It Resolved** by the Township Council of the Township of Willingboro, assembled in public session this 5th day of May, 1998, that the Mayor and Township Clerk are hereby authorized to execute, on behalf of the Township of Willingboro, a Redevelopment Agreement between the Township of Willingboro and ReNEWal Willingboro, LLC, substantially in the format attached hereto,

  
**Doreatha D. Campbell**  
**Mayor**

The foregoing Resolution is certified to be a true copy of the Resolution adopted by the Willingboro Township Council at a public meeting held on May 5, 1998.

  
**Rhoda Lichtenstadter, RMC**  
Township Clerk

REDEVELOPMENT AGREEMENT BETWEEN  
THE TOWNSHIP OF WILLINGBORO  
AND  
RENEWAL WILLINGBORO LLC  
FOR THE REDEVELOPMENT OF  
THE WILLINGBORO PLAZA REDEVELOPMENT AREA

1. INITIAL RECITALS

This Agreement, known as the REDEVELOPMENT AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND RENEWAL WILLINGBORO LLC FOR THE REDEVELOPMENT OF THE WILLINGBORO PLAZA REDEVELOPMENT AREA (hereafter "the Agreement" or "this Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 1998, between The Township of Willingboro, New Jersey, (hereinafter "Township" or "the Township") and ReNEWal Willingboro LLC, a New Jersey Limited Liability Company, (hereinafter "ReNEWal"), in consideration of the provisions set forth hereinafter and the mutual promises contained therein, as well as in the exhibits attached hereto.

WHEREAS the Township is a political subdivision of the State of New Jersey, located in the County of Burlington, with offices located at One Salem Rd. Willingboro, New Jersey 08046; and

WHEREAS ReNEWal is a limited liability company formed under the laws of the State of New Jersey, with offices located at c/o Robert Stang, 2211 Broadway, Suite 1A, New York, NY 10024; and

WHEREAS the Township has, by resolution No. 1997-122 and dated September 16, 1997, established an area in need of redevelopment within the Township in accordance with the provisions of the "Local Redevelopment and Housing Law", N.J.S.A. 40A:12A-1 et seq., which area is specifically defined within said resolution (hereinafter "the Redevelopment Area") and which resolution is attached to this Agreement as Exhibit A; and

WHEREAS the Township has also adopted by Ordinance 1998-4, dated May 5, 1998, a plan, prepared by the Township of Willingboro Planning Board for the development of the Redevelopment Area (hereinafter "the Redevelopment Plan")(Exhibit B); and

WHEREAS the purpose of the Redevelopment Plan is to provide a mechanism by which the Township will be able to attract appropriate development to the Redevelopment Area through a public/private partnership so as to remove the physical and economic blight on the Township created by the present condition of the properties within the Redevelopment Area; and

WHEREAS ReNEWal has entered into an agreement of sale (hereafter "the sale contract") with Lennar Northeast Partners XII Limited Partnership (hereinafter "Lennar") for the purchase of property identified as Block 3, Lots 4.01, and located on Route 130 near

Levitt Parkway consisting of approximately 56 acres and more commonly known as Willingboro Plaza and more particularly described on Exhibit C attached to this Agreement (hereinafter "the Property"); and

WHEREAS the Property is located within the Redevelopment Area and is subject to the Redevelopment Plan adopted by the Township; and

WHEREAS the Property has been inactive for several years and is in seriously deteriorated condition including possible environmental contamination from asbestos and underground storage tanks located thereon, and furthermore has been the subject of an order for demolition by the Township issued to Lennar, which order is still outstanding and has resulted in the imposition of fines by the Township against Lennar for failure to comply with said demolition order and other code violations; and

WHEREAS the Property has also been the subject of a tax appeal filed by Lennar for the years 1995, 1996 and 1997 which appeal resulted in a decision reducing the taxes owed on the property by \$98,000 and causing the Township to be potentially liable to Lennar for a tax refund in that amount; and

WHEREAS the Township has attempted for several years to stimulate development in the area of the Property without success resulting in the property remaining in severe disrepair and creating an economic and financial blight within the Township; and

WHEREAS ReNEWal has presented a proposal to the Township that will significantly enhance the physical and financial condition of the Township by redeveloping the Property in such a way as to: 1) remove the dangerous and unattractive conditions currently existing on the Property, 2) construct new development on the Property which will enhance economic conditions by providing additional tax ratables, 3) improve portions of the Redevelopment Area consistent with the Redevelopment Plan, and 4) provide the Township with a project on the Property that will enhance and beautify the Township by providing businesses and facilities to be utilized by the residents of the Township; and

WHEREAS the Township and ReNEWal are desirous of working together to achieve the goal of rehabilitating the Property within the Redevelopment Area consistent with the Redevelopment Plan and are entering into this Agreement for such purposes and in doing so acknowledge that the mutual promises contained in this Agreement are good and valuable consideration for the binding execution of this Agreement; therefore

IT IS ON THE DATE STATED ABOVE AGREED BY AND BETWEEN THE TOWNSHIP AND RENEWAL AS FOLLOWS:

## 2. DEFINITIONS

2.0 Governing Definitions. When used in this Agreement the following words, phrases or terms shall have the following meanings set forth in the subsections which follow:

2.1.0. Act shall mean the Local Redevelopment and Housing Law, N.J.S.A. 40A:12-1 et seq.

2.1.1 Agreement or this Agreement shall mean the instant document which is entitled " Redevelopment Agreement between the Township of Willingboro and ReNEWal Willingboro LLC for the Redevelopment of the Willingboro Plaza Redevelopment Area."

2.1.2 Bond Funds shall mean funds raised by the Township whether by issuance of Bonds, notes or any other financing instrument available to the Township.

2.1.3 Closing Date shall have the meaning defined in paragraph 4.1 of this Agreement.

2.1.4 Default or in Default shall have the meaning set forth in paragraph 9.1 of this Agreement.

2.1.5 Default Notice shall mean notice from one party to this Agreement to another party to this Agreement that such party is in default of the terms of this Agreement as defined in paragraph 9.3.

2.1.6 Environmental Contamination shall have the meaning as defined in paragraph 5.1 of this Agreement.

2.1.7 Environmental Permit shall mean any permit, permission, authorization or grant required to be obtained from NJDEP or any other governmental entity necessary for the Remediation or development of the Property.

2.1.8 Lennar shall mean the seller of the Property, Lennar Northeast Partners XII Limited Partnership with offices at 101 Marietta St., Suite 3600, Atlanta, GA.

2.1.9 Loan or the Loan shall mean the two million dollar (\$2,000,000) loan from the Township to ReNEWal more specifically described in paragraph 6.2 et seq. of this Agreement.

2.1.10 NJDEP shall mean the New Jersey Department of Environmental Protection.

2.1.11 No Further Action Letter or NFA shall mean a letter notice or other writing issued by NJDEP that notifies the Parties that no further Remediation shall be required on any Environmental Contamination known to exist by the Parties on the Property.

2.1.12 Party or Parties shall mean either or both the Township or ReNEWal as the case may be and shall not refer to any other person or entity.

2.1.13 Project shall mean that which is defined in paragraphs 3.1 and 7.1 of this Agreement.

2.1.14 Property shall mean Block No. 3, Lot No. 4.01 on the tax map of the Township of Willingboro.

2.1.15 Redevelopment Area shall mean the area in need of redevelopment defined pursuant to N.J.S.A. 40A:12A-1 et seq and which is more fully defined in Resolution No. - 122 adopted by the Township Council of the Township of Willingboro on September 16, 1997.

2.1.16 Redevelopment Plan shall mean the redevelopment plan prepared by the Planning Board of the Township of Willingboro and adopted by the Township Council of the Township of Willingboro by Ordinance No. 1998-4 on May 5, 1998.

2.1.17 Remediation when used in this Agreement shall mean, any clean up, correction or adjustment to any Environmental Contamination or other environmental damage to any natural resource including but not limited to air, groundwater, surface water, or soil deemed necessary by NJDEP for the issuance of a No Further Action Letter for the Property.

2.1.18 ReNEWal or Renewal shall mean ReNEWal Willingboro LLC, a New Jersey limited liability company, who shall be the redeveloper of the Property within the Redevelopment Area.

2.1.19 Sale Contract shall mean the agreement entered into between Lennar, as seller, and ReNEWal, as buyer, for the sale and purchase of the Property.

2.1.20 Site or the Site shall have the same meaning as the Property and as set forth in paragraph 2.1.14.

2.1.21 Third Party or Third Parties shall mean any person or entity other than the Township or ReNEWal as defined in this Agreement.

2.1.22 Township or the Township shall mean the Township of Willingboro.

2.1.23 UST or UST's shall mean underground storage tanks.

### 3. PROJECT IDENTIFICATION

3.0 Purpose. The purpose of this Agreement is to address and memorialize the mutual intentions of the Township and ReNEWal to set forth the understandings and agreements of the parties regarding the development of the Redevelopment Area consistent with the Redevelopment Plan and to set forth in detail the rights and responsibilities of the Parties in doing so, including the matters between the Township and Lennar and/or ReNEWal and Lennar that may impact the Redevelopment Area or the Project, as provided herein.

3.1 The Project. The Project shall generally consist of all planning, demolition, obtaining of Environmental Permits, remediation, site preparation, design, development, financing, construction, sale and leasing of the Property by ReNEWal and the Township consistent with this Agreement (herein "the Project"). The parties acknowledge that at the time of the execution of this Agreement the Project is in its very preliminary planning stages. It is understood by the Parties to generally involve the demolition of all or part of the buildings currently existing on the Property (formerly part of Willingboro Plaza), the Remediation of Environmental Contamination on the Property and the redevelopment of all or part of the Property consistent with the plans being prepared and finalized by ReNEWal for the development of the property and the Redevelopment Plan. It is further understood that the Township will retain the right and acknowledges the obligation to assist ReNEWal in the development of such plans and other aspects of the Project as defined in this Agreement. It is acknowledged and agreed by the Parties that no definitive or specific identification of demolition or construction plans for the Project can be set forth in this Agreement, but that the ultimate final plans for the Project and its construction shall be consistent with the Redevelopment Plan for the Property as amended from time to time by the Township.

3.2 ReNEWal. ReNEWal represents and warrants that it is a limited liability company formed under the laws of the State of New Jersey and that it is duly organized and in good standing. ReNEWal further represents that this Agreement has been duly authorized and that it has the full power and authority to enter into this Agreement and to consummate the transactions contemplated herein. It further warrants that the person executing this Agreement on its behalf is authorized to do so and that this Agreement constitutes a valid and legally binding obligation of ReNEWal enforceable against it in accordance with its term and does not constitute a breach or default under any agreement or instrument to which ReNEWal is bound.

3.3 The Township. The Township represents and warrants that is undertaking to enter into this Agreement as a municipal corporation organized under the laws of the State of New Jersey and specifically under the provisions of Title 40 and Title 40A of the Revised Statutes of the State of New Jersey. The Township of Willingboro is acting directly as the redevelopment agency pursuant to the Act. This Agreement constitutes a valid and legally binding obligation of the Township. The Township further

represents and warrants that, to the best of its knowledge and belief, there are no known defects or impediments to the lawful adoption of the Redevelopment Plan or the designation of the subject property as an area in need of redevelopment pursuant to the Act.

3.4 The Property. The Property which is the subject of this Agreement is known as Willingboro Plaza and is also known as Block No. 3 Lot No. 4.01, and is located on Route 130 in the Township of Willingboro, consisting of approximately 56 acres. The full legal description of the Property is attached to this Agreement as Exhibit D. The Parties acknowledge that the Property is part of the Redevelopment Area.

3.4.1 Current Ownership of Property. The Property is currently owned by Lennar which has entered into the Sales Contract with ReNEWal for the purchase of the Property.

3.4.2 Current Condition of Property. The parties acknowledge that the condition of the property is substandard and dilapidated and is the subject of building and safety code violations. The Township has issued an Order requiring the demolition of the buildings and other existing improvements on the property. The time for appeal of that Order has expired. The property is subject to environmental contamination including, but not limited to, underground storage tanks and asbestos. The buildings, formerly the site of a retail shopping center and other related improvements have been vacant for several years and have been the subject of significant vandalism. The Parties acknowledge the condition of the property and assent that the responsibility for the correction of the conditions or their consequences, including but not limited to the remediation of the environmental conditions are subject to the limitations otherwise specifically provided herein in Article 5 of this Agreement. In conjunction therewith, it is acknowledged that some buildings will be demolished and others will remain but be rehabilitated in accordance with applicable construction codes.

#### 4. TITLE ISSUES

4.1 Initial Transfer of Title to Township. Pursuant to the provisions of the Sale Contract entered into between Lennar and ReNEWal, a copy of which is attached hereto as Exhibit C, closing on title to the property shall take place on or about June 22, 1998 (or on another date as permitted to be modified by the terms of the Sale Contract) at which time Lennar is obligated to transfer title to ReNEWal or its designee ("Closing Date"). It is the understanding of the Parties that title will be transferred to the Township as designee of ReNEWal. The following items (4.1.1 through 4.1.5) shall take place at the time of the Closing:

4.1.1 Conveyance to Township. The Township shall accept transfer of title to the Property subject to the provisions of this Agreement as designee of ReNEWal under the Sale Contract; and

4.1.2 ReNEWal payment. ReNEWal shall pay to Lennar the sum of One Hundred and Eighty-Five Thousand Dollars (\$185,000) as consideration for the transfer of title to the Property in conformance with the Sale Contract. The sum shall be paid from the funds held in escrow pursuant to the Sale Contract and previously deposited by ReNEWal with United Title and Abstract Company, Inc., escrow agent; and

4.1.3 Payment by Lennar Pursuant to the provisions of the Sale Contract, Lennar is obligated to and shall pay to the Township the sum of Fifteen Thousand Dollars (\$15,000) as consideration for the Township's agreement to waive the remaining amount owed to the Township (over and above the aforementioned \$15,000) as a result of fines imposed on Lennar for the failure to rectify code violations and/or to demolish the improvements on the Property. The funds shall come from an additional Fifteen Thousand Dollars (\$15,000) to be paid to Lennar by ReNEWal pursuant to the Sale Contract as part of the purchase price. The transfer of these funds shall be accomplished simultaneously at closing.

4.1.4 Costs of Conveyance. All costs of conveying title to the Property to the Township pursuant to this Section 4 shall be borne by and be the obligation of ReNEWal including the costs of title searches, title insurance, closing costs and other related items that are normally the responsibility of the purchaser of real property.

4.1.5 Nature of Title Conveyed. The title to be initially conveyed to the Township shall be of the same condition and nature as that which ReNEWal is entitled to receive from Lennar pursuant to the Sale Contract and shall be clear of all liens and be marketable title which is insurable at regular rates.

4.2 Subsequent Transfer of Title to ReNEWal. At a time subsequent to the Township taking title to the Property, the Property shall be conveyed to ReNEWal under terms and conditions as set forth in this Agreement. It is the intention of the Parties that the Township shall only be the interim owner of the Property until such time as ReNEWal determines, pursuant to the provisions of this Agreement, to obtain ownership of the Property. ReNEWal shall be obligated to accept from the Township such title as the Township receives from Lennar, subject only to such further conditions as may be agreed upon. The Township may, during the time of its fee ownership, place certain deed restrictions on the use of the Property, such as a restriction on any adult businesses or the sale of adult or pornographic merchandise.

4.2.1 Timing of Conveyance to ReNEWal. The Township agrees that title to the Property shall be conveyed to ReNEWal upon the occurrence or completion of both of the following events:

A. The receipt of a No Further Action Letter form NJDEP with regard to the Environmental Contamination on the Property; and

B. A determination by ReNEWal, in its sole discretion, that the development of the Property is at such a stage as to make conveyance of title to the Property to Renewal or its assignee necessary and desirable.

4.2.2 Costs of Conveyance to ReNEWal. The costs of conveyance of the Property from the Township to ReNEWal shall be exclusively borne by and be the responsibility of ReNEWal. Upon compliance with the conditions herein, the Township shall convey the Property to ReNEWal for the sum of One Dollar (\$1) and other good and valuable consideration as set forth in this Agreement. This Agreement and its terms shall be deemed to be an Agreement of sale for such conveyance.

4.2.3 Nature of Title Conveyed to ReNEWal. The nature and condition of title to the Property to be conveyed from the Township to ReNEWal shall be of the same nature and condition as was conveyed to the Township from Lennar and shall be marketable title, free of liens and insurable at regular rates except that: 1) any restrictions that are required to be placed on title by NJDEP or any other governmental entity as a result of the Environmental Contamination found on the Property or any environmental Remediation conducted on the Property, and 2) any restrictions that are necessary in order to carry out the development of the Property in accordance with the Redevelopment Plan, shall be permitted. ReNEWal shall take title to the Property subject to the Loan set forth in Paragraph No. 6.2.

4.3 Lease of the Property by ReNEWal. The Township agrees to lease the Property to ReNEWal prior to the transfer of title to ReNEWal subject to the following conditions:

- A. The conveyance of title to the Township in accordance with this Agreement, and
- B. The preparation and presentation of proposed demolition plans for the property by ReNEWal which are acceptable to the Township, and
- C. The payment by ReNEWal to the Township of the amounts in paragraph 6.2.3 which shall be payments in lieu of rent during the term of the lease.

4.3.1. Lease Terms. The Parties agree that no other written document will be executed with respect to the Lease to ReNEWal (hereinafter "the Lease"). The terms of Paragraphs 4.3, 4.3.1, 4.3.2, 7.2.1 and 7.3 shall operate as the terms of the Lease. During the term of the Lease, ReNEWal shall have the right, in addition to the activities permitted under Paragraph 4.3.2, to do the following:

- A. Negotiate and enter into leases with prospective tenants for all or any portion of the Property in furtherance of its plan for the redevelopment of the Property. The Township hereby consents to such negotiations as owner of the Property prior to the time when title is conveyed to ReNEWal and will permit the execution of such leases with its

consent, which shall not be unreasonably withheld. The Township further agrees to execute any documents that may be required to finalize such leases with prospective tenants, and

B. Negotiate with other governmental entities or agencies for funding for the remediation or redevelopment of the property. The Township agrees to cooperate with ReNEWal to the extent necessary to obtain and finalize such funding. ReNEWal agrees that such funding, should it be obtained, will be subordinate to the Loan set forth in Paragraph 6.2.

4.3.2 Permitted Activities Under Lease to ReNEWal. ReNEWal shall be permitted under the Lease to do the following on the Property:

A. Conduct any Environmental Remediation it deems necessary, or as deemed necessary by any governmental entity or agency;

B. Perform any and all activities it deems necessary to carry out the development of the Property in accordance with the concept plan referred to in Paragraph 7.2.1 H and the Redevelopment Plan including but not limited to the following:

1. inspections, surveys and other related activities;
2. the presentation of planning and zoning applications to appropriate boards for the development of the Property, which applications shall be consented to by the Township as the property owner;
3. site preparation work necessary for demolition or construction;
4. demolition of some or all of the existing buildings;
5. construction of improvements on the Property consistent with zoning and planning approvals which may be obtained;
6. financing of the Property or any improvements thereon including but not limited to construction and permanent financing;
7. the application for and the obtaining of any grants or loans for the remediation or development of the Property which shall be consented to by the Township;
8. the management of any portion of the property including the leasing of any improvements thereon; and

9. any and all other activity consistent with the development of the Property in accordance with the Redevelopment Plan.

4.4 Subsequent Conveyance by ReNEWal. Upon transfer of title to ReNEWal pursuant to paragraph 4.2, ReNEWal shall have the right to sell or lease all or any portion of the Property to a Third Party in furtherance of its plan to redevelop the Site in accordance with the Redevelopment Plan. The Township hereby gives its authorization for such sale or lease by ReNEWal to a Third Party, as long as such sale or lease is for purposes of developing the Property in accordance with the Redevelopment Plan. In any event, for purposes of N.J.S.A. 40A:12A-9, the repayment by ReNEWal of all principal and interest owed on the Loan (given by the Township pursuant to paragraph 6.2 of this Agreement) shall be deemed to constitute the Township's full consent to ReNEWal to lease, transfer or otherwise convey all or part of the Property.

## 5. SITE CONDITIONS AND ENVIRONMENTAL ISSUES

5.1 Existing Environmental Contamination. There are currently existing on the Property certain conditions that have resulted in Environmental Contamination which will require Remediation. To the best of the Parties knowledge, this Environmental Contamination consists of the existence of underground storage tanks ("UST's") with possible associated contamination, and the existence of asbestos in some or all of the improvements on the Property. However it is understood and agreed by the Parties that other contamination not currently known to exist also may be present on the Site. Any environmental condition which requires Remediation found to exist on the Property as a result of inspections or investigations done by ReNEWal pursuant to this Agreement or the Sale Contract shall, for purposes of this Agreement, be referred to herein as the "Environmental Contamination".

5.2 ReNEWal's Obligation to Remediate. ReNEWal hereby agrees to undertake and be fully responsible for the cost and completion of the Remediation of the Environmental Contamination on the Property. The nature, extent, method and location of such Remediation shall be determined exclusively by ReNEWal based upon what Remediation actions are necessary in order to obtain an NFA and develop the Property in accordance with the Redevelopment Plan and the development to be proposed by ReNEWal. At no time shall ReNEWal be required to remediate any condition or Environmental Contamination that is not necessary to: 1) obtain an NFA which will permit all of the uses set forth in the Redevelopment Plan, or 2) comply with the Redevelopment Plan or other ordinance of the Township, or 3) comply with state or federal statutes or regulations.

5.2.1 Remediation Process. The Remediation process shall consist of all actions undertaken by ReNEWal to remediate the Site. Such process shall include all engineering, planning, obtaining of necessary Environmental Permits, demolition, construction and other actions necessary to perform the Remediation. ReNEWal agrees that it shall be fully

responsible for the cost of undertaking the Remediation process and shall contract directly with any vendors who perform such work. The Township agrees that it will fully cooperate with ReNEWal both in its capacity as governing body and as owner of the Property to agree to and execute any necessary applications for Environmental Permits that may be required to perform the Remediation.

5.2.2 Timing of Remediation. ReNEWal shall commence the Remediation process by making the appropriate applications for the necessary Environmental Permits. Such applications shall be made no later than thirty (30) days after the Closing Date. However, the Township agrees that it may be advantageous for ReNEWal to undertake to make some or all of the permit applications prior to the Closing Date when the Township takes title to the Property. Therefore the Township agrees that it will permit ReNEWal to make such applications prior to the Closing Date and will cooperate and execute any such documents in its capacity as governing body or as equitable owner of the Property. For purposes of N.J.S.A. 40A:12a-9, the process of commencing the application process for the necessary Environmental Permits shall be deemed to be commencement of the Project.

5.2.3 Underground Storage Tanks. Upon receipt of the necessary permits and funding for removal of the UST's, ReNEWal shall, within thirty (30) days of such receipt begin the physical process of the underground tank removal and shall complete such removal within thirty (30) days of commencement of that work, subject only to monitoring and other requirements imposed upon it by NJDEP and general weather conditions.

5.2.4 Asbestos Removal. Asbestos removal shall commence in conjunction with the plan to demolish some or all of the improvements on the Site. Once a demolition plan has been approved by the Township and permits obtained for such demolition in accordance with paragraph 5.3 of this Agreement, and the appropriate permits are received by ReNEWal for asbestos removal on the Site, ReNEWal shall within thirty (30) days of the receipt of both approvals commence to remove the asbestos. In the event that the asbestos removal within thirty (30) days will hamper, delay or increase the cost of demolition, ReNEWal shall be permitted to remove the asbestos at such time as to coincide with the demolition so as to accomplish both in an economical manner. Furthermore, in the event that ReNEWal obtains permits for the asbestos removal prior to the commencement of demolition and wishes to proceed to remove the asbestos, it shall be permitted to do so.

5.3 Demolition. As a result of the conditions described in Paragraph 3.4.2, Lennar is currently under order to correct such conditions and/or to demolish some or all of the buildings on the Site. The Township has agreed to suspend the imposition of fines against Lennar for a period of ninety (90) days until this Agreement is executed setting forth the conditions under which demolition will occur. The Township further agrees to continue the suspension of the fines for the period described in and otherwise in accordance with the provision of paragraph 5.3.1 of this Agreement to allow ReNEWal to prepare and submit a plan for demolition and correction of the code violations. The Parties acknowledge that

some buildings may not be demolished but that ReNEWal will retain such structures and rehabilitate them by bringing them into compliance with the applicable construction codes.

5.3.1 Timing of Demolition and Correction of Code Violations. Within thirty (30) days of the Closing Date, ReNEWal shall submit to the Township a plan for the demolition of those buildings on the Site which it does not wish to retain for purposes of the development. Such plan shall state the timing of demolition which is proposed. Such plan shall also address the buildings which are being retained and state, in a general fashion, ReNEWal's plans to rehabilitate such buildings so as to eventually remove existing code violations. Any plans so submitted to the Township pursuant to this paragraph shall be permitted to be modified in the event that ReNEWal's plan for the development of the Site is later modified. Once ReNEWal's demolition plan is approved by the Township, it shall proceed, within thirty (30) days of approval to commence demolition in accordance with the timing set forth in that plan. However, in the event that ReNEWal and/or the Township apply for public funding to pay for all or a portion of the demolition, the demolition shall not commence until receipt of a commitment for those funds. In any event, the commencement of demolition shall not extend beyond November 1, 1998.

## 6. FUNDING ISSUES

6.1 Funding Issues Generally. The Parties acknowledge and agree that in order for the Property to be successfully redeveloped, certain public funding will be necessary for the Remediation and the redevelopment of the Site. Accordingly the Parties agree to cooperate in obtaining public and private sources of funding that will enhance the successful redevelopment of the Site. The Township has already previously enacted Ordinance No. 1997-7 to provide funding through the issuance of bonds or bond anticipation notes to finance a portion of the redevelopment of the Site. The Township herein agrees to provide funds for a loan to ReNEWal in an amount not to exceed Two Million Dollars (\$2,000,000) for the Remediation and redevelopment of the Site subject to and in accordance with paragraphs 6.2 through 6.2.6 of this Agreement. The Township further agrees to apply for and assist ReNEWal in applying for other types of public funding as further set forth in this section (6) of this Agreement.

6.2 Loan to ReNEWal. The Township agrees that it shall loan the amount of two million dollars to ReNEWal for the purposes of the Remediation and the redevelopment of the Property (herein "the Loan") under the following terms as set forth in paragraphs 6.2 through 6.2.6. The Loan shall be in the nature of a construction loan. Upon closing of the loan, ReNEWal shall be permitted to draw down on any portion of the Loan amount at any time, as needed, with no obligation to draw down the full amount or any specified portion thereof. ReNEWal shall be responsible to the Township for carrying costs, as set forth in paragraph 6.2.3.

6.2.1 Timing of Loan. The Township agrees to provide the funds for the Loan to ReNEWal no later than thirty (30) days after the Closing Date. The Township shall be

required to close on the Loan by such date. After the closing on the Loan, ReNEWal shall be permitted to draw down on any amount of the two million dollars or any fraction thereof at any time.

6.2.2 Use of Loan Proceeds. ReNEWal shall be permitted to use any and all of the proceeds from the Loan for any and all costs incurred by it in Remediating or developing the Property except that it shall not be permitted to use the proceeds: 1) for payment of legal fees, 2) to pay salaries, draws or expenses to ReNEWal or its principals, officers, managers or employees. Specifically, the loan proceeds shall be permitted to be used for the following purposes:

- A. The payment of consultants or experts for architectural work, marketing, financing, traffic studies, Land Use planning, engineering (other than payments to a person or entity with ownership interest in ReNEWal), remediation and demolition; and
- B. Actual activities or work related to construction, demolition, remediation, asbestos removal, underground tank removal, tenant improvements, landscaping, retrofitting buildings to code; and
- C. Payments of interest on the Loan, other payments under this Agreement, and real estate taxes; and
- D. Such other items as may be agreed upon by the Parties.

6.2.3 Carrying Costs of Loan. After closing on the Loan, ReNEWal shall reimburse the Township for all amounts that the Township is required to pay on the Bond Funds, including interest and other such costs, plus an administration fee (separate and distinct from the administration fee in paragraph 7.5) payable to the Township as follows:

- A. For the period from the closing on the Loan up to and including two (2) years therefrom, ReNEWal shall make payments to the Township in an amount equal to the actual interest paid by the Township on the Bond Funds only. Payments to the Township shall be due thirty (30) days prior to the due date on which they must make interest payments.  
L TOWNSHIP
- B. For the period from two (2) years from the closing on the Loan up to and including five (5) years from the closing on the Loan, ReNEWal shall make payments to the Township in an amount equal to the actual interest paid by the Township on the Bond Funds plus an administration fee equal to one percent (1%) of the amount of said funds.

- C. For the period five (5) years from the closing, ReNEWal shall make payments to the Township in an amount equal to the actual interest paid by the Township on the Bond Funds plus an administration fee equal to two percent (2%) of the amount of said funds, until the Loan is fully repaid.
- D. Payments made by ReNEWal pursuant to subparagraphs A, B and C of this paragraph (6.2.3) shall be adjusted to reflect a credit to ReNEWal in an amount equal to the revenue earned by the Township on any Bond Funds invested by it that have not been drawn down by ReNEWal. The Township shall invest such funds in such investments as it is permitted to do under law. Payments by ReNEWal under subparagraphs B and C shall be made on the same date as the payments due under Paragraph 6.2.4.

6.2.4 Term of Loan and Repayment. The Loan shall have a term of twenty (20) years from the date of closing of the Loan. ReNEWal shall not be obligated to commence repaying the principal of the Loan until two (2) years after the closing on the Loan at which time payments will be made on a semi-annual basis in the amount of **FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00)** until the end of the term. Such payments will be due and owing on June 1 and December 1 of each year. At the end of the term the principal of the Loan shall be fully due and owing to the Township and ReNEWal shall repay any and all of the amount borrowed still unpaid at that time. ReNEWal shall be permitted to repay all or any part of the amount borrowed at any time without imposition of any penalty by the Township for doing so.

6.2.5 Conditions of Repayment in Event of Sale. In the event that ReNEWal takes title to the Property and conveys a portion of the Property to a Third Party, ReNEWal shall repay to the Township a portion of the Loan principal, still outstanding at that time, equal to a percentage determined by dividing the number of acres (or fraction thereof) sold by the total number of acres comprising the Property. In the event that twenty-five percent (25%) or more of the acreage of the Property is sold prior to repayment of the Loan principal, the full amount of the Loan shall be due and owing to the Township and shall be fully repaid by ReNEWal.

6.2.6 Security for the Loan. The Loan shall be secured by a first mortgage on the Property given by ReNEWal to the Township which shall be executed and recorded at the time of the conveyance of title to the Property to ReNEWal. However, ReNEWal shall have the right to obtain additional financing secured by the Property as long as said financing and security is subordinate to the mortgage given by ReNEWal for the Loan, including any other loans from governmental entities other than the Township. The Township shall use its best efforts to assist ReNEWal to negotiate with such other governmental entities in that regard. As further security on the Property, ReNEWal shall execute and deliver to the Township at the time of conveyance to ReNEWal, a deed in lieu of foreclosure which shall be held in escrow by the Township as security for the Loan. The Township agrees to hold said deed

in lieu of foreclosure in escrow and shall not be permitted to record said deed unless one of the following events occur:

- A. ReNEWal fails to make two consecutive payments as required by Paragraphs 6.2.3 and 6.2.4. However, in such event, the Township shall give ReNEWal written notice of its intention to record said deed and ReNEWal shall have thirty (30) days to cure the defect by making full payment of the amounts owed to the Township.
- B. ReNEWal is in default under the provisions of Article 9 of this Agreement, which default has not been cured within the time period set forth in Paragraph 9.3.

6.3 Other Public Funding. It is anticipated by the Parties that other sources of public funding (other than the Loan) will be applied for and needed in order to fully develop the Property. Such funding, by way of example and not exclusion, may consist of loans, grants or other financial mechanisms to pay for or reimburse ReNEWal for the Remediation, demolition and construction of the Project. As a consequence of this anticipated need the Township agrees to assist ReNEWal in any efforts to apply for and obtain such funding. Therefore the Township agrees to do the following:

- A. Support any effort on the part of ReNEWal and cooperate fully with ReNEWal to obtain funding from any state, federal or county source that relates to the Property or the Project, and
- B. Sign off on any application referred to in paragraph 6.3A. that requires the signature of Township officials as either the governing body or owner of the Property, and
- C. Apply for in its own name, either as owner or as municipality, any grants that may be available to it that either it or ReNEWal are aware of that could provide funding for the Project or Site, and, if necessary assign any such application and/or rights and privileges and funds associated therewith to ReNEWal when ReNEWal becomes an owner or lessee pursuant to section 4 of this Agreement.
- D. Permit ReNEWal to submit grant or loan applications for the Site or the Project to any potential funding mechanism after the execution of this Agreement but before the Closing Date.

It is understood and agreed by ReNEWal that it will be responsible to bear all costs associated with the application for and granting of any funding source anticipated in this paragraph (6.3) and it hereby agrees to indemnify and hold the Township harmless from any costs associated therewith.

6.3.1 Timing of Funding Applications. Any applications for funding pursuant to paragraph 6.3 , which are currently being contemplated by ReNEWal shall be filed within thirty (30) days of the Closing Date.

## 7. DEVELOPMENT ISSUES

7.1 Project Defined. The Parties acknowledge that the Project will consist of some sort of mixed use development that will enhance the surrounding neighborhood and be consistent with the Redevelopment Plan and shall include the activities described in Paragraph No. 3.1.

7.2 Obligations of ReNEWal to Construct the Project. In consideration of the agreement of the Township to undertake various obligations pursuant to this Agreement, ReNEWal hereby agrees to undertake to do all things necessary to perform all of its obligations under this Agreement in an effort to redevelop the Property and construct the Project thereon. For purposes of this Agreement it is understood that, at the time of the execution of this Agreement, ReNEWal does not have specific uses confirmed for the Site but that it has undertaken to discuss with the Township the types and nature of potential uses that would be appropriate. In accordance with those discussions, ReNEWal agrees to continue to pursue development of the Project in concert with the Township and develop a plan for the Project that will address the needs of the Township as set forth in the Redevelopment Plan.

7.2.1 Specific Obligations. Consistent with the objectives set forth in this Agreement, ReNEWal agrees to do the following with regard to the Project, at its sole cost and expense subject to the receipt of funding pursuant 6.2:

- A. Undertake all site planning and engineering necessary.
- B. Obtain all necessary planning, zoning and development approvals.
- C. Obtain all necessary Environmental Permits or authorizations.
- D. Perform the Remediation as set forth in section 5.
- E. Perform the demolition as set forth in section 5.
- F. Develop the Site in accordance with a final approved site plan or as modified by later amendments thereto or subsequent agreements.
- G. Undertake all other obligations as may be set forth elsewhere in this Agreement.

H. Present to the Township, by October 1, 1998, proposed concept development plans for the Property, which are acceptable to the Township, it being understood that such concept plans need not be of the nature and extent necessary to obtain zoning or planning approvals under the Municipal Land Use Law, but merely are to be used to apprise the Township of the intended development of the Property.

7.3 Site Control. It is acknowledged and agreed by the Township that it will be necessary for ReNEWal to have significant control over the Site after the Property is conveyed to the Township in order to undertake and perform its obligations under this Agreement. Therefore the Township hereby agrees to permit ReNEWal to have exclusive control over and access to the Property after the Closing Date in order to allow ReNEWal the opportunity to conduct activities on the Site in furtherance of its obligations under this Agreement. This grant of Site control shall permit ReNEWal to conduct any and all activities on the Property consistent with this Agreement as if ReNEWal was the fee owner of the Property, subject only to the default provisions set forth in section 9 of this Agreement. It is acknowledged and agreed by the Township that this grant of control shall operate as a lease on the Property to ReNEWal, pursuant to paragraph 4.3, giving it full control of the Site until such time as it ~~it~~ takes title to the Property pursuant to section 4 of this Agreement. The control by ReNEWal shall be subject to all applicable laws, regulations and ordinances.

7.4 Zoning Revisions. It is envisioned by the Parties that certain amendments to the zoning ordinances affecting the Property may need to be enacted in order to accommodate the redevelopment of the Property. The Township hereby agrees to consider such appropriate revisions to the zoning ordinances of the Township or the Redevelopment Plan so as to accommodate the Project. Such amendments will be consistent with the nature of the Route 130 corridor as provided in the Township's Master Plan and in the Redevelopment Plan, as amended from time to time.

7.5 Administration Fee. In consideration of the fact that the Township will be the fee owner of the Property during a portion of the Project, and that as such it will not receive any revenues from the payment of real estate property taxes for the Property, ReNEWal hereby agrees to pay the Township an administration fee equal to the amounts set forth on Exhibit \_\_ to this Agreement. Said administration fee shall be paid on a quarter basis on the same dates as the due date for real estate property tax. February 1, May 1, August 1, and November 1.

7.6 Tax Exemption and Payment in Lieu of Taxes. Upon conveyance of title to the Property to ReNEWal, ReNEWal shall be entitled to an exemption for the payment of real estate taxes on the Property consistent with the provision of the Act related to tax exemption of property in need of redevelopment, N.J.S.A. 40A:21-1 et seq. Pursuant to such provision, ReNEWal shall be obligated to make a payment in lieu of taxes (hereinafter "PILOT") to the Township in accordance with said statute. The PILOT shall be calculated in accordance with the provisions of N.J.S.A. 40A:21-10"c and shall be based on the fair market value

determined by the Tax Assessor for the Township in accordance with the applicable provisions of the New Jersey Statutes.

7.7 Other Development Issues. In addition to the provisions set forth in this section, ReNEWal hereby agrees to do the following as part of the Project:

A. Locate and continue to permit a bus stop on the Site.

B. Include within the development, community improvements that will provide an enhancement to the residents of the Township.

## 8. WAIVERS

8.1 Suspension and Waiver of Accumulated Fines. As referred to in paragraphs 4.1.3 and 5.3, the Township has previously imposed fines on Lennar in the amount of \$918,500.00 as a result of Lennar's failure to act upon and correct various building code violations and/or to demolish the improvements on the Property. In consideration of the provisions of this Agreement, the Township hereby agrees to waive any and all fines, penalties and assessments that it has imposed on Lennar and/or the Property as a result of such violations with the exception of the fifteen thousand dollars (\$15,000) to be paid to the Township pursuant to paragraph 4.1.3. The agreement of the Township to waive the penalties and fines as set forth in this paragraph is expressly contingent upon Lennar waiving its right, in writing, to receive a tax refund pursuant to paragraph 8.2 of this Agreement and Lennar transferring title to the Property pursuant to the Sale Contract.

8.2 Tax Refund Waiver. This Agreement is subject to and contingent upon the Township receiving from Lennar a written release of its right to receive a tax refund for the Property as a result of a tax appeal filed by Lennar for the tax years 1995, 1996 and 1997 in the amount of \$98,000. The provisions of this Agreement are expressly contingent upon Lennar waiving and/or relinquishing its right to receive such refund from the Township.

## 9. DEFAULT

9.1 ReNEWal Default. The Township shall have the right to declare ReNEWal in default of this Agreement ("Default") in the event that any of the events set forth below in paragraph 9.2 occur. For purposes of this Agreement, the term Default shall mean a determination made by the Township which is based on the occurrence of any of the events set forth in paragraph 9.2 and which may result in the Township exercising any or all of its remedies under paragraph 9.4 of this Agreement to terminate ReNEWal's rights under this Agreement. Under no circumstances shall the Township have the right to declare ReNEWal in Default of this Agreement other than for and under the provisions of paragraph 9.2. In addition, the Township acknowledges and agrees that it shall have no right to terminate any of ReNEWal's rights under this Agreement for any reason, occurrence, event or action taken by ReNEWal other than those set forth in paragraph 9.2.

9.2 Default Events. The Township shall have the right to declare ReNEWal in Default of this Agreement only in the event of the occurrence of any of the following events:

A. A final and unappealable determination by a court of competent jurisdiction that ReNEWal has materially breached this Agreement or otherwise failed to perform any of its material obligations under this Agreement; or

B. A final and unappealable determination by a court of competent jurisdiction that ReNEWal is insolvent or the commencement of any bankruptcy, insolvency, liquidation or similar proceedings, however, in the event that an involuntary bankruptcy petition is filed against ReNEWal, ReNEWal shall be permitted sixty (60) days to move to dismiss such petition in which event such filing shall not be deemed a Default Event; or

C. A notice in writing, in accordance with the notice provisions of this Agreement, addressed to the Township by ReNEWal that it has determined not to proceed with the Project.

D. The issuance of an Order from a Court of competent jurisdiction that ReNEWal has abandoned the Project for a period of ninety (90) days.

9.3 Default Notice. In the event that the Township declares ReNEWal in Default pursuant to paragraphs 9.1 and 9.2, it shall do so by advising ReNEWal in writing, pursuant to the notice provisions of paragraph 10, that it has declared ReNEWal in Default (hereinafter "Default Notice"). Absent such Default Notice, no declaration of Default shall be deemed binding against ReNEWal. The Default Notice shall be given by the Township within ten (10) days of action by the governing body of the Township or its designee determining that ReNEWal is in Default and shall state with specificity the reasons for declaring ReNEWal in Default. Upon receipt of the Default Notice, ReNEWal shall have ten (10) days to respond in writing, to the reasons given by the Township in the Default Notice. In addition, ReNEWal shall be permitted ninety (90) days after its response to the Default Notice to "cure" the Default by taking steps to eliminate the reasons for the Default stated in the Default Notice. If such cure is accomplished by ReNEWal to the satisfaction of the Township, the acknowledged in writing in the form of a resolution adopted by the Township Council, the Default shall be deemed to be void and all rights of ReNEWal under this Agreement shall be preserved and continue in full force and effect. In the event that ReNEWal does not cure the Default as set forth herein, the Township shall have the right to exercise the remedies set forth in paragraph 9.4. The Parties may agree, notwithstanding the provisions of this paragraph, to extend the period of time by which ReNEWal must respond to the Default Notice or the period of time in which ReNEWal must cure the Default.

9.4 Default Remedies. In the event that ReNEWal fails to cure the Default as set forth in paragraph 9.3, the Township shall be entitled to each of the following remedies:

A. Accelerate and demand payment of all remaining funds owed by ReNEWal on the Loan; and

B. Cancel any lease and obtain full possession of the Property with all rights and privileges related thereto; and

C. The reversion and re-conveyance to the Township of title to all of the Property and any other property interests which were conveyed to ReNEWal under this Agreement by the Township, which shall be deemed to be conveyed by ReNEWal without any further action on its part; and

D. Obtain from ReNEWal the rights to and delivery of the environmental data, environmental reports, and any and all permits obtained by ReNEWal, its consultants or other agents, as set forth in Section 5 of this Agreement.

E. Terminate this Agreement and any rights which ReNEWal may have hereunder.

## 10. MISCELLANEOUS

10.1 Paragraph Headings. The headings and numbering of paragraphs and sections of this Agreement are set forth for ease of reference only and are not to be construed or considered to impart meaning to any provision of this Agreement.

10.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of New Jersey.

10.3 Amendments to Agreement. This Agreement represents the entire agreement by and between the Parties with respect to the development of the Site, the Project and the conveyance of any rights in the Property. No amendment to this Agreement shall be considered binding on either of the Parties unless such amendment is in writing and specifically recites that it is being entered into by and between the Township and ReNEWal with the specific intention to modify the terms of this Agreement. In the event that any such amendment is agreed to by the Parties, such amendment shall not modify, change or amend any portion of this Agreement except those specific portions that are recited in the amendment as being modified by such amendment. All other portions of this Agreement not so specifically amended in writing shall remain in full force and effect.

10.4 Severability. Should any provision, terms, paragraph or other portion or portions of this Agreement be held by any court of competent jurisdiction to be in violation of any applicable law, or against public policy or held to be null and void for any reason whatsoever, such determination, unless it prohibits the conveyance of the Property under this Agreement or the issuance of the Loan, shall not affect the validity of

any other provisions of this Agreement, and such other provisions shall be deemed to be in full force and effect and binding on the Parties unless amended in accordance with this Agreement.

10.5 Incorporation of Recitals. The recitals set forth in Section 1 of this Agreement are hereby incorporated by reference and are considered part of this Agreement.

10.6 Condemnation/Casualty. In the event that all or any substantial portion of the Site is condemned or taken by eminent domain or its damaged or destroyed by casualty prior to ReNEWal taking title to the Property, ReNEWal may, at its option, terminate this Agreement by written notice to the Township within ten (10) days after ReNEWal is notified by the Township of the condemnation, taking, damage or casualty. For purposes of this provision, "substantial portion" shall be defined as any portion which is equal to or in excess of ten percent (10%) of the total acreage of the Property or that portion which, in the sole opinion of ReNEWal, would prevent the successful completion of the Project as envisioned by this Agreement.

10.7 Notices. Any notice provided or required to be given under this agreement must be in writing and shall be served ( and shall be deemed to be served) (1) by hand delivering a copy thereof to the Party being served in person or by commercial courier, or by (2) facsimile, evidenced by confirmed receipt, to the person or persons set forth below for each Party to this Agreement.

As to the Township:            Township Manager  
   Township of Willingboro  
   Municipal Complex  
   One Salem Rd.  
   Willingboro, NJ 08046

With a copy to :                Township Clerk  
   Township of Willingboro  
   Municipal Complex  
   One Salem Rd.  
   Willingboro, NJ 08046

As to ReNEWal: ReNEWal Willingboro, LLC  
c/o Robert Stang  
2211 Broadway  
Suite 1A  
New York, New York 10024

With a copy to: Stephen Jaffe, Esquire  
Kozlov, Seaton, Romanini,  
Brooks & Greenberg, P.C.  
1940 Rt. 70 East, 2nd Floor  
Cherry Hill, NJ 08003

From time to time either Party may designate a different person or address for all the purposes of this Notice provision by giving the other Party no less than ten (10) days notice in advance of such change of address in accordance with the provisions hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date appearing on page one (1) hereof.

ATTEST:

THE TOWNSHIP OF WILLINGBORO

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

ATTEST:

ReNEWal WILLINGBORO LLC

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Title

## INDEX OF APPENDICES

- A. Township of Willingboro Resolution No. 1997-122
- B. Township of Willingboro Ordinance No. 1998-4 and the attached Redevelopment Plan.
- C. Agreement of Sale for the Property between Lennar and ReNEWal.
- D. Legal description of the Property

g:\wp50\terry\willingboro\redevelop.agr  
draft 5/5/98

RESOLUTION NO. 1998 - 64

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

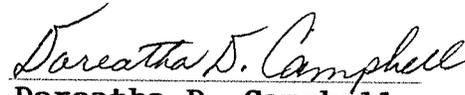
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on May 2, 1998, that an Executive Session closed to the public shall be held on May 2, 1998, at 11:05 AM in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
**Doreatha D. Campbell**  
MAYOR

ATTEST:  
  
**Marie Annese, Deputy**

RESOLUTION NO. 1998 - 65

A RESOLUTION CANCELING A MAINTENANCE  
LIEN BY SUPERIOR COURT ORDER.

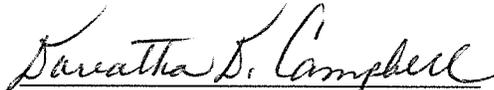
WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

WHEREAS, Section 21-9.12 of the Revised General Ordinances of the Township of Willingboro provides for the abatement of certain conditions, and Section 21-9.13 provides that the cost of any abatement shall become a lien against real property; and

WHEREAS, the Director of Inspections has cited said property and has imposed fines and expenses of repair on said property; and

WHEREAS, Section 21-9.13 further provides that the Township Council, must by Resolution, approve the expenses and costs and that they shall thereafter become a lien against the property listed and shall be collectible as provided by law; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of May, 1998 that the maintenance lien certified by the Director of Inspections be removed by Superior Court Order as attached hereto.

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

**WILLINGBORO  
TOWNSHIP**

**INTEROFFICE MEMO**

**DATE:** May 4, 1998  
**TO:** Norton Bonaparte  
**FROM:** Joanne Diggs   
**SUBJECT:** Maintenance Lien  
Elaine R. Ford- 47 Middleton Lane  
Block 539 Lot 37

Please cancel by resolution the maintenance lien on the above property.  
A copy of the court order and Mr. Kern's instructions are attached.

We will need to raise \$2,684.85 in our 1998 budget to cover the cost of  
the roof placed on Mrs. Ford's home.

c. Township Clerk ✓

# KEARNS, VASSALLO, GUEST & KEARNS



630 BEVERLY-RANCOCAS ROAD • WILLINGBORO, NJ 08046-3718

WILLIAM JOHN KEARNS, JR.  
JOHN F. VASSALLO, JR.  
BRIAN M. GUEST  
ELLEN B. KEARNS

609-877-6550

WILLIAM D. HILL - Of Counsel  
GEORGE E. WILSON\* - Of Counsel  
MARY McKEON STOSUY\*\* - Of Counsel

FAX 609-835-4646

\* Admitted in NJ, NY, PA  
\*\* Admitted in NJ, NY

April 2, 1998

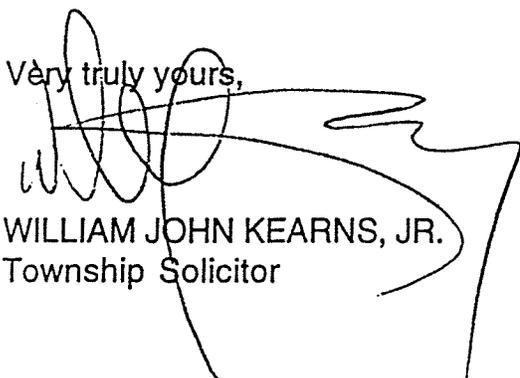
Joanne Diggs  
Chief Financial Officer  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro NJ 08046

Re: Property Maintenance Lien  
Elaine R. Ford - 47 Middleton Lane

Dear Ms. Diggs:

Please cancel on your records the property maintenance lien placed on the captioned property on March 29, 1994, pursuant to an Order entered in the New Jersey Superior Court.

Very truly yours,



WILLIAM JOHN KEARNS, JR.  
Township Solicitor

WJK:mmi

C. D. ...  
N. Donaparte

ROBERT H. LEINER, ESQUIRE  
111 High Street  
Mount Holly, New Jersey 08060  
(609) 265-1500  
Attorney for Plaintiff

FILED WITH THE COURT

AUG - 8 1997

JAN M. SCHLESINGER, J.S.C.

ELAINE E. FORD,

Plaintiff

v.

TOWNSHIP OF WILLINGBORO,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
BURLINGTON COUNTY  
EQUITY PART

DOCKET NO. BUR C-59-97  
(Civil Action)

ORDER

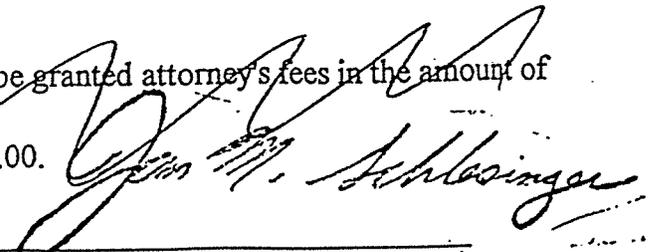
THIS MATTER having been opened to the Court by Robert H. Leiner, Esquire attorney for Plaintiff, Elaine Ford and it appearing from the attached certification that Defendant was duly served on May 8, 1997 and Defendant having failed to plead or otherwise defend or answer this matter and default having been entered upon the Docket on June 20, 1997, and for good cause shown;

IT IS ON THIS 8 day of August, 1997, ORDERED that a Municipal lien filed on March 29, 1994 by the Township of Willingboro against the property of Plaintiff, located at 47 Middleton Lane, Willingboro, New Jersey be and is hereby declared null and void;

IT IS FURTHER ORDERED that the Clerk of the County of Burlington and the Clerk of the Township of Willingboro are hereby directed to strike and remove the above referenced lien from their records.

IT IS FURTHER ORDERED that Plaintiff be granted attorney's fees in the amount of \$ .00 and costs in the amount of \$ .00.

DATED

  
Jan M. Schlesinger, J.S.C.

ROBERT H. LEINER, ESQUIRE  
111 High Street  
Mount Holly, New Jersey 08060  
(609) 265-1500  
Attorney for Plaintiff

FILED WITH THE COURT

AUG - 8 1997

JAN M. SCHLESINGER, J.S.C.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
BURLINGTON COUNTY  
EQUITY PART

DOCKET NO. BUR C-59-97  
(Civil Action)

ORDER

ELAINE E. FORD,

Plaintiff

v.

TOWNSHIP OF WILLINGBORO,

Defendant.

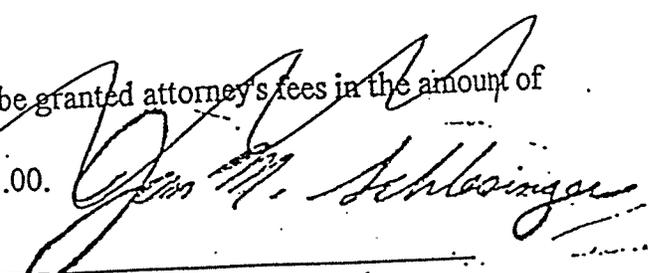
THIS MATTER having been opened to the Court by Robert H. Leiner, Esquire attorney for Plaintiff, Elaine Ford and it appearing from the attached certification that Defendant was duly served on May 8, 1997 and Defendant having failed to plead or otherwise defend or answer this matter and default having been entered upon the Docket on June 20, 1997, and for good cause shown;

IT IS ON THIS 8 day of August, 1997, ORDERED that a Municipal lien filed on March 29, 1994 by the Township of Willingboro against the property of Plaintiff, located at 47 Middleton Lane, Willingboro, New Jersey be and is hereby declared null and void;

IT IS FURTHER ORDERED that the Clerk of the County of Burlington and the Clerk of the Township of Willingboro are hereby directed to strike and remove the above referenced lien from their records.

IT IS FURTHER ORDERED that Plaintiff be granted attorney's fees in the amount of \$ .00 and costs in the amount of \$ .00.

DATED

  
Jan M. Schlesinger, J.S.C.

ROBERT H. LEINER, ESQUIRE  
111 High Street  
Mount Holly, New Jersey 08060  
(609) 265-1500  
Attorney for Plaintiff

ELAINE E. FORD,

Plaintiff

v.

TOWNSHIP OF WILLINGBORO,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION  
BURLINGTON COUNTY  
EQUITY PART

DOCKET NO. BUR C-59-97  
(Civil Action)

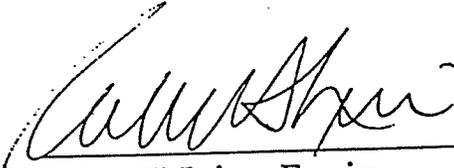
CERTIFICATION

Robert H. Leiner, Esquire of full age hereby certifies:

1. I am the attorney for the Plaintiff in the above captioned matter and I am fully familiar with the facts contained herein.
2. On May 8, 1997, Defendant was served with the Summons and Complaint in this matter by the Burlington County Sheriff's Department, and on June 20, 1997 Default was entered against Defendant for failure to plead, answer or otherwise defend this matter.
3. Prior to commencing this lawsuit, this office repeatedly attempted to resolve this matter with the Township and the Township Solicitor. The township failed to respond to our requests for information and documentation. Therefore, Plaintiff is requesting attorney's fees in the amount of \$262.00, and costs in the amount of \$190.56.
4. Plaintiff further requests that this Honorable Court sign the enclosed Order authorizing the release of the lien that is the subject matter of this action.

5. The foregoing statements made by me are true. I am aware that if any are willfully false, I am subject to punishment.

Date:

  
\_\_\_\_\_  
Robert H. Leiner, Esquire

# CERTIFICATE OF SALE FOR UNPAID MUNICIPAL LIENS

I, JOANNE G. DIGGS, COLLECTOR OF TAXES of the taxing district of TOWNSHIP OF WILLINGBORO in the COUNTY of BURLINGTON, 19 93 and State of New Jersey, do hereby certify that on the 16th day of November at a public sale of lands for delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937, Title 54, Chapter 5, and amendments and supplements thereto I sold to TOWNSHIP OF WILLINGBORO whose address is 1 SALEM ROAD WILLINGBORO NJ 08046 for Two-Thousand-Six-Hundred-Eighty-Four Dollars and 85 cents, the in said taxing district described as Block No. 539, Lot No. 37, and known as 47 MIDDLETON LANE Street, 47 MIDDLETON LANE and assessed thereon to FORD, ELAINE WILLINGBORO, NJ 08046, on the tax duplicate the

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

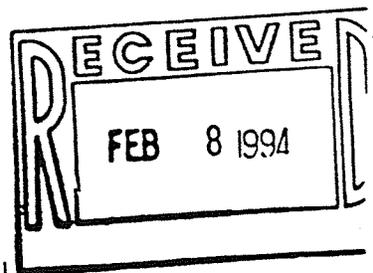
	AMOUNT	INTEREST	TOTAL
Taxes for 19 <u>92</u>			
Sewer Service charges			
Water Service charges			
Assessments for improvements	2,300.00	332.21	2,632.21

### COSTS OF SALE

P.L. 1983, CHAPTER 478, APPROVED JANUARY 12, 1984

The cost of sale shall be 2% of the existing lien (total of items above including interest) but not less than \$15.00 and not more than \$100.00.

TOTAL COSTS OF SALE	52.64
TOTAL AMOUNT OF SALE	2,684.85
PREMIUM (IF ANY) PAID	



Said sale is subject to redemption on repayment of the amount of the sale, together with interest at the rate of 18.00 per centum per annum from the date of sale, and the costs incurred by the purchaser as defined in the statute. The sale is subject to municipal liens accruing after December 31, 19 92, and assessment installations not yet amounting to \_\_\_\_\_ dollars and interest thereon.

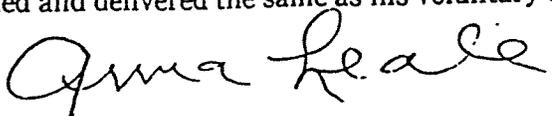
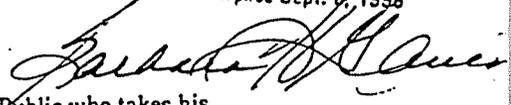
The right to redeem will expire in six months after the service of notice to redeem, except that the right to redeem shall extend for six months from the date of sale or from the date of service of notice where the municipality is the purchaser, and shall extend for two years from the date of sale for all other purchasers.

In Witness Whereof, I have hereunto set my hand and seal this 15th day of December 19 93.

STATE OF NEW JERSEY }  
 COUNTY OF BURLINGTON } ss: Joanne G. Diggs Collector of Taxes   
JOANNE G. DIGGS

Be It Remembered, that on this 15th day of December 19 93 before me a NOTARY of New Jersey, personally appeared JOANNE G. DIGGS Collector of Taxes of the taxing district of TOWNSHIP OF WILLINGBORO in the County of BURLINGTON

who, I am satisfied, is the individual described herein, and executed the above Certificate of Sale; and I having made known to him the contents thereof, he thereupon acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

PREPARED BY: ANNA LEALE   
BARBARA H. G. OWENS  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires Sept. 8, 1998  
  
 MB5497 PG270  
 I certify that these are the Collector and the Notary Public who takes his

TAX LIEN INQUIRY CD 1

Acct: 526006 Block: 539

Lot: 37

Qual:

Interest Calc Date (MMDDYY): 040998

Cert Nbr	Hld T	Int %	Amount	Date	Charges	Payments	Interest	Total
791-01	999 1	18.00	2684.85	111693			2154.59	4839.44
Penalty 2%			53.69					53.69
Total Lien # 791			2738.54				2154.59	4893.13
Interest to date					2154.59			
Tax Title Lien								

---

Total principal	2684.85	2154.59	4839.44
Total penalty	53.69		53.69
Total all liens	2738.54	2154.59	4893.13

All Liens

Depress GO when ready

# TOWNSHIP OF WILLINGBORO

## RESOLUTION NO. 1998-66

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND THE TOWNSHIP CLERK TO EXECUTE AN AGREEMENT FOR RELEASE OF USE RESTRICTIONS BETWEEN THE TOWNSHIP OF WILLINGBORO AND RENEWAL WILLINGBORO LLC AND AMERICAN STORES REALTY CORP.**

**Whereas**, the Township Council of the Township of has established a Redevelopment Area located in the Route 130 corridor between the Willingboro Township-Burlington Township line and Pennypacker Drive, and specifically including the property generally identified as the Willingboro Plaza and the property on which the ACME Market is located in accordance with the provisions of the "Local Redevelopment and Housing Law", N.J.S.A. 40A:12A-1 et seq., and

**Whereas**, the Township Council of the Township of Willingboro has adopted a Redevelopment Plan in accordance with Ordinance 1998-4 and pursuant to the "Local Redevelopment and Housing Law", N.J.S.A. 40A:12A-1 et seq, and

**Whereas**, there are certain Restrictions set forth in a recorded Declaration of Restrictions and Grant of Easements dated February 18, 1993, which restrictions have the potential to limit the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan, and

**Whereas**, American Stores Realty Corp., ReNEWAL Willingboro, LLC, and the Township of Willingboro have agreed on the release or modification of certain use restrictions in order to encourage and further the redevelopment of the subject properties in accordance with the Redevelopment Plan,

**Now, Therefore, Be It Resolved** by the Township Council of the Township of Willingboro, assembled in public session this 6th day of May, 1998, that the Mayor and Township Clerk are hereby authorized to execute, on behalf of the Township of Willingboro, a the Agreement for Release of Use Restrictions and the Amended and

Township of Willingboro  
Resolution 1998-66  
May 6, 1998  
Page 2.

Restated Declaration of Restrictions and Grant of Easements, substantially in the form attached hereto, and subject to the approval of the Township Solicitor and Director of Law as to legal sufficiency.

  
Doreatha D. Campbell  
Mayor

The foregoing Resolution is certified to be a true copy of the Resolution adopted by the Willingboro Township Council at a public meeting held on May 6, 1998.

  
Rhoda Lichtenstadter, RMC  
Township Clerk

**DRAFT****AGREEMENT FOR  
RELEASE OF USE RESTRICTIONS**

THIS AGREEMENT FOR RELEASE OF USE RESTRICTIONS ("Agreement") is made as of the 7th day of May, 1998 by and among RENEWAL WILLINGBORO LLC, a New Jersey Limited Liability Company ("ReNEWal"), THE TOWNSHIP OF WILLINGBORO, a Municipal Corporation of the State of New Jersey ("Township") and AMERICAN STORES REALTY CORP., a Pennsylvania corporation ("ASRC"), collectively referred to herein as the "Parties" and, individually, a "Party".

**STATEMENT OF BACKGROUND AND PURPOSE**

In January of 1993 ASRC acquired by deed from Burlington Plaza Limited Partnership ("BPLP") title to an approximately 8.8 acre parcel known as Lot 4.03 Block 3 as shown on the Tax Map of the Township of Willingboro, New Jersey ("Parcel 1"). Parcel 1 was part of an approximately 65 acre tract of real property owned by BPLP located at U.S. Route 130 and Levitt Parkway, Willingboro, Burlington County, New Jersey improved with various retail facilities and known as The Willingboro Plaza (the "Plaza").

In contemplation of the redevelopment of the Plaza into a first class shopping center, ASRC and BPLP entered into (a) a Development Agreement dated August 26, 1992 (the "Development Agreement") providing for shared costs of certain site work and the construction of a state-of-the-art supermarket on Parcel 1, and (b) a Declaration of Restrictions and Grant of Easements dated February 18, 1993 (the "Declaration") establishing a general plan for the improvement, development, maintenance and operation of a commercial shopping center consisting of Parcel 1 and the balance of the Plaza retained by BPLP constituting Block 3, Lot 4.01 on the Tax Map of the Township of Willingboro ("Parcel 2").

ASRC constructed a modern full service state-of-the-art supermarket on Parcel 1 and otherwise performed all of its obligations under the Development Agreement and Declaration.

By deed dated November 30, 1995 all right, title and interest of BPLP in and to Parcel 2 was transferred to Lennar Northeast Partners ("Lennar").

Despite the innovative and pro-active cooperation of the Township in declaring the Plaza and adjacent properties a redevelopment zone and offering funds for assistance in the environmental remediation and redevelopment of the Plaza, Lennar failed to in any way revitalize Parcel 2.

The Township is now taking further innovative and proactive steps to ensure the redevelopment of the Plaza for the public good including: (1) negotiations with Lennar for acquisition of Parcel 2 by the Township, and (2) conveyance of Parcel 2 to ReNEWal pursuant to a Redevelopment Agreement of even date herewith ( the "Redevelopment Agreement").

To stimulate redevelopment of the Plaza as a mixed use facility the Township adopted Ordinance 1998-04 establishing a Redevelopment Plan and amending Chapter 20 of the Revised General Ordinances to authorize additional uses and provide standards for the B-1 Primary Business Zone.

To assist the Township and ReNEWal in the revitalization of Parcel 2, ASRC has agreed to compromise provisions of the Declaration imposing use restrictions both benefiting and burdening Parcel 1 and Parcel 2 which comprehensive restrictions had been purchased by ASRC for value in contemplation of the development of an integrated retail shopping center.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements set forth herein, and other valuable consideration, the receipt and sufficiency are which are hereby acknowledged, the Parties intending to be legally bound hereby, agree as follows:

1. RESTATED DECLARATION. In the event Township acquires title to Parcel 2, Township shall execute or cause ReNEWal, or the entity acquiring title to Parcel 2, to execute and deliver to ASRC an Amended and Restated Declaration of Restrictions and Grant of Easements substantially in the form attached hereto as Exhibit "A" (the "Restated Declaration"). Any entity holding a property interest in Parcel 2 which survives the conveyance to Township (whether by mortgage or other instrument) shall join in the execution of the Restated Declaration, or subordinate its interest to the rights of the parties to the Restated Declaration pursuant to a subordination agreement reasonably satisfactory to counsel for ASRC. In the event Township conveys Parcel 2 to ReNEWal and retains a mortgage on such property, Township shall similarly subordinate its mortgage to the restrictions on Parcel 2 as set forth in the Restated Declaration.

2. JOINDER OF RENEWAL. In the event ReNEWal acquires fee title to Parcel 2, ReNEWal shall join in the execution of the Restated Declaration as "Developer" as such term is defined therein.

3. OBLIGATIONS OF RENEWAL. To induce ASRC to execute and record the Restated Declaration, ReNEWal agrees as follows:

i. Subject to obtaining all necessary land use approvals, if required, ReNEWal, at its sole cost and expense, shall construct landscaped buffer areas on Parcel 2 along the property lines subdividing the two Parcels in the event buildings proposed for that portion of Parcel 2 within a two hundred fifty foot radius of Parcel 1 are intended for other than retail operations (the "Non-retail Facilities"). Prior to obtaining Township approvals and/or permits for any such Non-retail Facilities within the restricted area (exclusive of permits for demolition of existing structures), ReNEWal shall submit schematic drawings of the proposed buffer areas for ASRC's approval, not to be unreasonably conditioned, withheld, or delayed. If requested by ASRC, construction of such buffer areas shall be undertaken concurrently with construction of any Non-retail Facilities on the restricted portion of Parcel 2.

ii. ASRC shall have the right, subject to obtaining necessary permits and approvals, to construct additional retail facilities on Parcel 1 in an aggregate amount not to exceed 13,000 square feet (the "Additional Retail"). ReNEWal agrees to support both (x) the application by ASRC or its nominee to the Township for necessary land use approvals and (y) an application for real estate tax exemption pursuant to laws and regulations governing the Plaza as a designated redevelopment area.

iii. Prior to submitting an application for land use approvals for Parcel 2, ReNEWal shall confer with ASRC to ascertain if a concurrent or joint application for land use approvals for both Parcels 1 and 2 would be expeditious and cost effective. ReNEWal and ASRC agree to support applications by the other for land use approvals and available tax exemptions provided the proposed uses for the Plaza are in compliance with the Restated Declaration.

iv. As part of any development of improvements on Parcel 2 which in the reasonable business judgment of ASRC entails increased traffic on the Common Driveways of Parcel 1, ReNEWal shall escrow with ASRC an amount equal to fifty percent (50%) of ASRC's good faith estimate of the costs of a traffic signal for the Parcel 1 access from Levitt Parkway. In the event ASRC can obtain necessary traffic warrants to authorize installation of such signal within five (5) years of the date ReNEWal escrows such funds, ASRC shall install the signal and return to ReNEWal any portion of the escrowed funds in excess of fifty percent (50%) of the costs. In the event fifty percent (50%) of the costs of the signal exceeds the escrowed funds, ReNEWal shall contribute such deficiency so that the costs are shared by each Parcel Owner in equal amounts.

4. JOINDER OF TOWNSHIP. Township joins in the execution of this Agreement for the purpose of consenting in its capacity as the prospective owner of Parcel 2. ASRC and ReNEWal acknowledge and agree that such joinder does not constitute a waiver of Township's authority, powers, rights or responsibilities as a governmental entity, including, but not limited to, the power to adopt, amend or repeal ordinances, grant approvals, with or without conditions, or deny applications for land use approvals, issue or deny licenses or any other authority or power vested in municipalities pursuant to law.

5. GENERAL PROVISIONS.

a. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship among the Parties.

b. Authority. The individuals signing this Agreement on behalf of the Parties warrant and represent that they have the authority to execute this Agreement on behalf of and bind the respective Parties.

c. Counterparts. This Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THE SUBMISSION OF THIS AGREEMENT FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN, AND THE EXECUTION OF THIS AGREEMENT BY RENEWAL AND THE TOWNSHIP DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL SUCH TIME AS THIS AGREEMENT HAS BEEN APPROVED BY THE GOVERNING REAL ESTATE COMMITTEE OF ASRC, EXECUTED BY AUTHORIZED OFFICERS OF ASRC AND DELIVERED TO RENEWAL AND THE TOWNSHIP BY COUNSEL FOR ASRC.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

Attest:

\_\_\_\_\_

RENEWAL WILLINGBORO LLC, a  
New Jersey Limited Liability Company

By: \_\_\_\_\_

"ReNEWal"

Attest:

\_\_\_\_\_

THE TOWNSHIP OF WILLINGBORO, a  
Municipal Corporation of the State of New  
Jersey

\_\_\_\_\_  
Mayor

"Township"

AMERICAN STORES REALTY CORP., a  
Pennsylvania corporation

By: \_\_\_\_\_  
President

"ASRC"

Willingboro, New Jersey  
Store #22-1126

Prepared by:

---

Sandra W. Kugler, Esquire  
Saul, Ewing, Remick & Saul  
Plaza 1000 - Main Street  
Suite 206  
Evesham & Kresson Roads  
Voorhees, NJ 08043

**DRAFT**

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
AND GRANT OF EASEMENTS

between

RENEWAL WILLINGBORO LLC and  
THE TOWNSHIP OF WILLINGBORO

and

AMERICAN STORES REALTY CORP.

Dated: June \_\_, 1998

Location: Levitt Parkway, Willingboro  
Burlington County, New Jersey

Store Number: 22-1126

Willingboro, New Jersey  
Store #22-1126

TABLE OF CONTENTS

	<u>Page</u>
1. <u>PRELIMINARY</u> .....	1
2. <u>BUILDINGS IN THE PLAZA</u> .....	3
3. <u>COMMON DRIVEWAYS</u> .....	3
4. <u>EASEMENTS</u> .....	4
5. <u>RESTRICTIONS</u> .....	5
6. <u>SIGNS</u> .....	8
7. <u>INDEMNIFICATION AND INSURANCE</u> .....	8
8. <u>DAMAGE OR DESTRUCTION</u> .....	11
9. <u>EMINENT DOMAIN</u> .....	11
10. <u>TAXES</u> .....	12
11. <u>ENVIRONMENTAL LIABILITIES</u> .....	12
12. <u>NOTICES</u> .....	14
13. <u>ATTORNEY'S FEES</u> .....	15
14. <u>DURATION</u> .....	15
15. <u>MODIFICATION</u> .....	15
16. <u>GENERAL PROVISIONS</u> .....	16

Willingboro, New Jersey  
Store #22-1126

**AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS (this "Declaration") is made as of the \_\_\_\_ day of June, 1998, by and between RENEWAL WILLINGBORO LLC, a New Jersey limited liability company and THE TOWNSHIP OF WILLINGBORO, a political subdivision of the State of New Jersey ("Developer") and AMERICAN STORES REALTY CORP., a Pennsylvania corporation ("ASRC"), collectively referred to herein as the "Parties" and, individually, a "Party".

**RECITALS**

**[REVISE TO CHRONICLE BACKGROUND, STATUS OF OWNERSHIP, DESCRIBE NEW SITE PLAN, AND PROVIDE APPROPRIATE DEFINITIONS, INCLUDING "TOWNSHIP REDEVELOPMENT PLAN "]**

The Parties desire that each of their Parcels and every portion thereof be developed in conjunction with each other for the mutual benefit of the Parties and of each and all of the Parcels and every portion thereof, and accordingly do hereby establish a general plan for the improvement, protection, development, maintenance and use as a mixed use commercial/retail area consistent with the Township's Redevelopment Plan, and for such purposes the Parties do hereby establish easements, covenants, restrictions, liens and charges (collectively, the "Restrictions") as are hereinafter set forth, subject to which the Plaza, and every portion thereof, shall be improved, held, exchanged, leased, sold and/or conveyed. Each of the Restrictions is imposed upon each Parcel in the Plaza as a mutual equitable servitude in favor of the other Parcel and every part thereof. Each of the Restrictions shall create reciprocal rights and obligations among each of the owners (as defined hereafter); the Restrictions shall further create a privity of contract and of estate between the owners of the Parcels and their heirs, successors and assigns; and the Restrictions shall be and operate as covenants running with the land for the benefit of the Plaza and each and every part and portion thereof.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements set forth herein, the Parties agree as follows:

1. **PRELIMINARY**

(a) **Incorporation.** The above Recitals are hereby incorporated herein and made a part hereof by reference.

Willingboro, New Jersey  
Store #22-1126

(b) Definitions.

(i) "ASRC Affiliate". Any entity which is owned or ultimately owned (i.e., through various subsidiaries) by American Stores Company, a Delaware corporation, or any successor thereto by merger, consolidation or acquisition of its assets.

(ii) "Common Driveways". The driveways providing access to and vehicular and pedestrian traffic through the Plaza from U.S. Route 130 (abutting Parcel 2) and Levitt Parkway (abutting Parcel 1), as such driveways are depicted on the Site Plan, or as such driveways are reconfigured with the consent of the Parties as a result of final and unappealable land use approvals issued by all governmental entities with jurisdiction over the Plaza.

(iii) "Owner" or "Owners". As the context may require or permit, the Owner of Parcel 1, and/or the Owner of Parcel 2 and their respective assigns, grantees, and successors in interest having record title to a Parcel in the Plaza.

(iv) "Owner of Parcel 1". ASRC and its respective assigns, grantees and successors in interest having fee record title to all or any portion of Parcel 1. In the event any ASRC Affiliate does not have record fee title to any portion of Parcel 1 but is leasing all or a portion of Parcel 1 pursuant to a lease, sale-leaseback or other transaction giving the ASRC Affiliate a right of occupancy to all or any portion of Parcel 1 pursuant to a written instrument: (i) the ASRC Affiliate shall be deemed to hold jointly with the owner of Parcel 1 all of such owner's rights of consent and approval which are created by this Agreement, and any consent or approval given hereunder by the owner of Parcel 1 shall not be effective without the consent or approval of the ASRC Affiliate; (ii) any rights of enforcement or rights to cure defaults under this Agreement which are granted to the owner of Parcel 1 shall be deemed to be also for the benefit of the ASRC Affiliate, and the ASRC Affiliate may exercise such rights on its own behalf and without the joinder of the owner of Parcel 1; and (iii) this Agreement may not be amended or terminated without the prior written consent of the ASRC Affiliate. Any waiver of rights under this Agreement by the owner of Parcel 1 shall not be effective as against the ASRC Affiliate unless such waiver is also obtained from the ASRC Affiliate.

(v) Owner of Parcel 2. Developer and its respective assigns, grantees and successors in interest having fee record title to all or any portion of Parcel 2.

(vi) Agreement. Developer's obligations under the Agreement among \_\_\_\_\_ dated \_\_\_\_\_ (the "Agreement", shall run with the land and any transfer by Developer, whether by change in control, sale, foreclosure, operation of law or otherwise, shall be subject to performance of Developer's obligations under the Agreement and the transferee agrees, as a condition to the transfer, to fully perform all of Developer's obligations under the Agreement.

Willingboro, New Jersey  
Store #22-1126

## 2. BUILDINGS IN THE PLAZA

(a) Construction. All improvements to the Plaza shall be undertaken in a good and workmanlike manner and in compliance with all applicable laws and regulations.

(b) Maintenance of Building Pads. All portions of the Plaza on which buildings are not constructed or under construction shall be paved or landscaped, free of weeds and debris, and otherwise adequately maintained.

## 3. COMMON DRIVEWAYS

(a) Use of Common Driveways. The Common Driveways shall be used for vehicular access and circulation and the comfort and convenience of customers, invitees, licensees, agents and employees of the owners and business occupants of the buildings constructed in the Plaza, and for the servicing and supplying of such businesses. Such driveways shall not be obstructed so as to unreasonably restrict access to and from Parcels 1 and 2, or access to and from the adjacent streets. Such Common Driveways may be used in connection with the construction and maintenance of utility lines, so long as such activity is undertaken in strict compliance with the requirements of the Section herein entitled "UTILITY LINES"; and for any other use required by any governmental authority having jurisdiction over the Plaza. No building, barricade or structure may be placed, erected or constructed within the Common Driveways on any Parcel, except pylon (to the extent not herein prohibited) and directional signs, bumper guards or curbs, paving, lighting standards and any other improvements as may be required under applicable laws, rules, ordinances and regulations of any governmental body having jurisdiction over the Plaza. Except for construction activity in connection with installation of utility lines as authorized herein, each Owner shall use and direct its agents, employees, and invitees to use the Common Driveways on Owner's Parcel for construction vehicles and tractor trailers accessing or making deliveries to its Parcel, and shall restrict use of the Common Driveways on the other Owner's Parcel to customary vehicular access and circulation of occupants and their invitees.

(b) Maintenance and Repair. Each Owner shall, at its own expense, cause the Common Driveways on its Parcel, to be maintained at all times in good and clean condition and repair, which shall include, but not be limited to, the following:

(i) Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;

(ii) Removing all papers, debris, filth and refuse, ice and snow, and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(iii) Placing, keeping in repair, and replacing any necessary appropriate directional signs, markers and lines;

Willingboro, New Jersey  
Store #22-1126

(iv) operating, keeping in repair, and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(v) Maintaining and repairing any and all common storm drains, utility lines, sewers and other services located within the Common Driveways which are necessary for the operation of the buildings and improvements within the Plaza; and

(vi) Maintaining free and unobstructed access to and from its Parcel and the adjoining portions of the Plaza and to and from its Parcel and the streets adjacent thereto.

#### 4. EASEMENTS

(a) Ingress, Egress and Parking. Subject to the terms of the foregoing Section entitled "Common Driveways" and the terms of Section 16 entitled "General Provisions", each owner, as grantor with respect to its Parcel, hereby grants to each other owner as grantee, for the benefit of each such grantee Owner and its respective employees, agents, customers, invitees and tenants, and the employees, agents, customers and invitees of each owner's tenants, and for the benefit of the Parcels owned by such grantee owner, and as a burden on each grantor owner's Parcel or Parcels, a non-exclusive easement appurtenant to each grantee Owner's Parcel for the purpose of ingress and egress by vehicular and pedestrian traffic over, across and through the Common Driveways within such grantor Owner's Parcel.

(b) Utility Lines. Each Owner, as grantor with respect to its Parcel, hereby grants to each other owner as grantee, for the benefit of each such grantee Owner and its Parcel, non-exclusive easements appurtenant to the Parcel owned by the grantee Owner, under, through and across the Common Driveways of the Parcel owned by the grantor owner for the maintenance, repair and replacement of existing water drainage systems or structures, water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, gas mains and other currently existing public utility facilities; provided, the rights granted pursuant to such easements shall at all times be exercised in such manner as to cause the least interference with the normal operation of the Plaza; and provided further, except in an emergency, the right of any grantee owner to enter upon the Parcel of any grantor owner for the exercise of any right pursuant to such easements shall be conditioned upon obtaining the prior written consent of such grantor owner, which consent shall not be unreasonably withheld or delayed. All replacement systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the surface or ground level of such easements. In the event an owner deems it necessary to replace a storm drain, utility line or sewer under the Common Driveway of any other Parcel subsequent to the initial paving and improving thereof, the Owner thereof agrees not to unreasonably withhold the granting of any necessary additional easements; provided, such Owner may withhold its consent if such installation would unreasonably interfere with the normal operation of any business in the Plaza, or with such owner's plans for the development of its Parcel in conformance with this Declaration and the Agreement; and provided further, the owner

Willingboro, New Jersey  
Store #22-1126

making or causing such replacement shall, at its sole cost and expense, completely restore such portion of the Common Driveway as is disrupted as a result of such installation.

In the event it should be necessary to grant any of the foregoing easements and rights to local utility companies as a condition of their providing or continuing service, such rights as may be reasonably required shall be granted, provided that the owners required to execute such instruments deem the terms and conditions of such a grant to be reasonably acceptable.

The Parties hereby acknowledge and agree that notwithstanding existing easements across Parcel 1, the Owner of Parcel 1 shall have the right (subject to the receipt of any required governmental approvals and provided that the tie-in points at the common property line as currently constructed are not relocated), at its election, to relocate any and all water drainage systems or structures, storm drains and drainage easements located on Parcel 1 to any location within the Common Driveways of Parcel 1. Subject to such relocation in compliance with the terms of this Paragraph, the Owner of Parcel 2 hereby waives any and all rights to express or implied benefits which it may be deemed to possess by virtue of the existence of any easements across Parcel 1 pertaining to drainage notwithstanding the depiction of easements on the final Subdivision Plans for Parcel 1.

(c) Construction Easement. The Owner of Parcel 2, as grantor with respect to its Parcel, hereby grants to the owner of Parcel 1, as grantee, an easement to enter upon Parcel 2 and to take any action it deems reasonably necessary in connection with construction of additional retail facilities on Parcel 1, provided such temporary entry does not unreasonably interfere with the normal operation of any business on Parcel 2.

## 5. RESTRICTIONS

(a) Business. The types of uses permitted in the Plaza shall be consistent with the Redevelopment Plan and zoning regulations as of \_\_\_\_\_ applicable to the B-1 Primary Business Zone along Route 130. None of the uses listed below shall be conducted in the Plaza without the prior written consent of the owner of Parcel 1 as it pertains to Parcel 2 or the prior written consent of the owner of Parcel 2 as it pertains to Parcel 1 which consent may be granted or withheld for any reason or for no reason in the sole, subjective discretion of the respective owner. This restriction shall be a servitude upon all property within the Plaza and shall be binding upon any person acquiring any interest in any part of the Plaza, as now existing or hereafter enlarged. The following uses are prohibited or permitted only in the specific locations designated:

(i) Offices (except as an incidental use to a retail or commercial business) on Parcel 1 or offices (except as an incidental use to a retail or commercial business) in excess of six thousand four hundred (6,400) square feet on that portion of Parcel 2 within a two hundred fifty (250) foot radius of Parcel 1.

(ii) Funeral Homes.

Willingboro, New Jersey  
Store #22-1126

(iii) Any production, manufacturing, industrial, or storage use of any kind or nature, except for storage and/or production of products incidental to the retail sale thereof from the Plaza, except that the uses authorized by Subsections 15 and 18 in Section 2 of the B-1 Primary Business District Zone shall be permitted on that portion of Parcel 2 beyond a five hundred (500) foot radius of Parcel 1.

(iv) Entertainment or recreational facilities on Parcel 1 or that portion of Parcel 2 within a two hundred fifty (250) foot radius of Parcel 1. As used herein, "entertainment or recreational facilities" are defined as a bowling alley, skating rink, billiard room or pool hall, health spa or studio or fitness center, massage parlor, discotheque, dance hall, night club, bar or tavern, flea market, head shop, pornographic or "adult" store, racquetball courts or gymnasium, or other place of public amusement. An "entertainment or recreational facility" which includes a movie theater use shall not be located within a five hundred (500) foot radius of Parcel 1.

(v) Training or educational facilities on Parcel 1 or on that portion of Parcel 2 within a two hundred fifty (250) foot radius of Parcel 1. As used herein, "training or educational facilities" includes, but is not limited to a beauty school, child care facility, barber, college, library, reading room church, school, place of instruction, or any other operation catering primarily to students or trainees rather than to customers. It is the intent of this provision that the parking and other common facilities shall not be burdened by either large scale or protracted use by persons other than customers of occupants of the Plaza.

(vi) Car washes, gasoline or service stations, or the displaying, repairing, renting, leasing or sale of any motor vehicle, boat or trailer on Parcel 1 or that portion of Parcel 2 or within a five hundred (500) foot radius of Parcel 1.

(vii) Any use which creates a nuisance or materially increases noise or the emission of dust, odor or smoke (excluding reasonable emissions from permitted restaurants), gases, or materially increases fire, explosion or radioactive hazards on any Parcel.

(viii) The relocation of the existing Park n Ride facility to any portion of Parcel 2 within a five hundred (500) foot radius of Parcel 1.

(ix) Second-hand stores, thrift stores or flea markets on Parcel 1 or that portion of Parcel 2 or within a two hundred fifty (250) foot radius of Parcel 1.

(x) A dry cleaner or dry cleaning facility with on-site processing.

(xi) A wholesale landscaping or nursery supplier.

(xii) Any business or facility which has as its primary purpose the use, storage or marketing of Hazardous Materials. As used herein, "Hazardous Materials" means any substance which would cause:

Willingboro, New Jersey  
Store #22-1126

a. . . any part of the Plaza to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring any part of the Plaza or any Parcel within the ambit of, the Resource Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law; (ii) a release or threatened release of Hazardous waste from any part of the Plaza within the meaning of, or otherwise bring any part of the Plaza or any Parcel within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any similar federal or state law or local ordinance or any other environmental law; or the discharge of pollutants or effluents which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, any so-called "Super-fund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material. So long as the building on Parcel 1 is operated as a grocery or drug store, or combination thereof, nothing herein shall prohibit the occupant of Parcel 1 from storing, using and/or selling any item on or from Parcel 1 which grocery stores, drug stores or combinations thereof customarily store, use or sell, or from engaging in any activity on Parcel 1 which grocery stores, drug stores or combinations thereof customarily engage in.

(b) Plaza Exclusive. No portion of the Plaza other than Parcel 1 shall be used for any of the following purposes:

(i) A grocery store, supermarket or store selling for off-premises consumption general or dry groceries, meats, meat products, fish, poultry, fruits, vegetables, liquor, wine, and/or beer;

(ii) A store or other business selling for off premises consumption dairy products (excluding ice cream and yogurt), delicatessen products (excluding prepared sandwiches), and/or bakery products (excluding cookies, cinnamon rolls, doughnuts and muffins), unless the sale of such items for off premises consumption is an incidental and insubstantial aspect of the sales of such business; or

(iii) A drug store or store compounding prescriptions and/or selling merchandise which must be sold by, in the presence of, or under the authority of a registered pharmacist.

The foregoing exclusive shall not apply to:

(i) The sale or storage, or to the offering for sale of food above restricted in connection with the operation of a luncheon counter, restaurant or of any eating place where such restricted items are consumed on the premises of such business so long as a minimum of fifty percent (50%) of the total floor space of such establishment is dedicated to seating for on-site consumption of food sold by the establishment.

Willingboro, New Jersey  
Store #22-1126

(ii) Any provision herein to the contrary notwithstanding, the owner of Parcel 2 may lease retail stores no larger than two thousand (2,000) square feet each for the sale of food, as long as fresh or frozen meat, poultry, fish or produce are not stored or sold from such retail stores. The owner of Parcel 2 may lease any number of such retail stores in the Plaza as long as the aggregate area of such retail store does not exceed thirty thousand (30,000) square feet.

6. SIGNS.

Each Owner shall have the right to maintain such signs on the interior of buildings located on its Parcel as it desires, whether or not such signs are visible from the exterior. As permitted by applicable governmental regulations, each owner shall have the right to erect, maintain and replace signs on the exterior of the buildings located on its Parcel; provided, such signs shall be constructed so as to lie flat against the exterior fascia facing outward, and shall not protrude more than two (2) feet from the surface thereof; and provided further, in no event shall any sign be located on the roof (excluding canopies, so long as no sign is erected on a canopy which extends above the height of the building canopy or mansard roof) of any building in the Plaza without the prior written consent of the Owners of seventy-five percent (75%) of the land area in the Plaza (which must include the Owner of Parcel 1).

*Handwritten notes:*  
copy  
& copy  
Handwritten initials  
over

The Owner of Parcel 2, as grantor with respect to its Parcel, hereby grants to the Owner of Parcel 1, as grantee, easements under, through and across Parcel 1 for the purpose of installing and/or maintaining a free standing pylon or monument sign fronting Route 130 in the location on Parcel 2 designated on the Site Plan as "Acme Pylon Sign". The owner of Parcel 1 and its tenants shall have the exclusive right to use the Acme Pylon Sign. The cost of constructing and maintaining the Acme Pylon Sign shall be borne by the Owner of Parcel 1.

Except as expressly permitted herein, there shall be no signs on Parcel 2 within a two hundred fifty (250) foot radius of Parcel 1 without the prior written approval of the Owner of Parcel 1.

7. INDEMNIFICATION AND INSURANCE

(a) Indemnification of owners. Each Owner hereby indemnities, holds harmless and agrees to defend each other owner and any ASRC Affiliate from and against all claims, damages, expenses (including, without limitation, reasonable attorneys, fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring in the Plaza or on the ways immediately adjoining the Plaza, caused by the active or passive negligence of the indemnifying Owner, or its agents, servants or employees; provided, the indemnifying owner does not indemnify the other Owners or any ASRC Affiliate against any injury, loss of life, or

Willingboro, New Jersey  
Store #22-1126

damage which is caused by the active or passive negligence of the other Owners, or their agents, servants or employees.

The owner obligations with respect to indemnification hereunder shall remain effective notwithstanding the expiration or termination of this Agreement as to claims accruing prior to the expiration or termination of this Agreement.

(b) Waiver of Certain Rights. With respect to any loss or damage that may occur to the Plaza (or any improvements thereon) or any Parcel (or any improvements thereon), arising from any peril customarily insured under a fire and extended coverage insurance policy, regardless of the cause of origin, excluding willful acts but including negligence of the Owners (and any ASRC Affiliate), their tenants and their respective agents, servants or employees, the entity carrying such insurance and suffering such loss hereby releases the other Owners-(and any ASRC Affiliate) from all claims with respect to such loss, except as specifically provided in the Article herein entitled "DAMAGE OR DESTRUCTION"; and each Owner (and any ASRC Affiliate) agrees that their respective insurance companies shall have no right of subrogation against the other owners (or any ASRC Affiliate) on account of any such loss, and each owner shall procure from its respective insurer under all policies of fire and extended coverage insurance a waiver of all rights of subrogation against the other Owners (and any ASRC Affiliate) which the insurers might otherwise have under such policies.

(c) Liability Insurance Coverage and Limits. Each owner agrees to maintain and/or cause to be maintained, at its sole cost and expense, liability insurance insuring its interests against claims for bodily injury, death and property damage occurring on, in or about the Plaza (including within the buildings therein) and the ways immediately adjoining the Plaza, with a "Combined Single Limit" (covering bodily injury liability and property damage liability) of not less than Five Million Dollars (\$5,000,000) for total claims for any one (1) occurrence, and not less than Ten Million Dollars (\$10,000,000) for total claims in the aggregate during any on (1) policy year.

In the event an underground storage tank is located on any Parcel in the Plaza, the owner of such Parcel shall maintain any and all insurance policies required by local, state or federal laws, ordinances or regulations relating to or in connection with underground storage tanks naming the Owner of the other Parcel as an insured under all such insurance policies.

Any insurance required to be provided under this Article may be in the form of blanket liability coverage, so long as such blanket policy does not reduce the limits nor diminish the coverage required herein. Each Owner (and any ASRC Affiliate providing such insurance) shall have the right to satisfy its insurance obligations hereunder by means of self-insurance to the extent of all or part of the insurance required hereunder, but only so long as: (i) the self-insuring Owner (or any ASRC Affiliate providing such insurance) shall have a net worth of at least Fifty Million Dollars (\$50,000,000); (ii) the self-insuring Owner (or any ASRC Affiliate) shall, upon request, provide an audited financial statement, prepared in

Willingboro, New Jersey  
Store #22-1126

accordance with generally accepted accounting principles, showing the required net worth; and (iii) such self-insurance provides for loss reserves which are actuarially derived in accordance with accepted standards of the insurance industry and accrued (i.e., charged against earnings) or otherwise funded. Any deductible in excess of Ten Thousand Dollars (\$10,000) shall be deemed to be self-insurance.

The insurance limits in this Article shall be subject to increase from time to time by such amounts as the owners of seventy-five percent (75%) of the land area in the Plaza may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly situated properties. Any such increase must be approved in writing by the Owner of Parcel 1.

(d) Performance of Indemnity Agreements. All policies of insurance required under this Article shall insure the performance of the owner or owners insured thereunder of the indemnity agreements contained herein, and shall contain a provision that the insurance company will give all owners thirty (30) days advance written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. Upon request, each owner shall deliver to the requesting owner a certificate of insurance, reasonably satisfactory in form and substance, evidencing all insurance required to be maintained hereunder. Each Owner shall promptly notify the other owners of any asserted claim with respect to which such owners are or may be indemnified against hereunder, and shall deliver to such owners copies of process and pleadings.

(e) Contractor's Insurance. Prior to commencing any construction activities within the Plaza, each owner shall obtain or require its contractor to obtain, and thereafter maintain so long as such construction activity is occurring, at least the following minimum insurance coverages:

- (i) Workers' compensation - statutory limits;
- (ii) Employers liability - one Hundred Thousand Dollars

(\$100,000.00);

(iii) Comprehensive General and Comprehensive Auto Liability as follows: (i) "Combined Single Limit" (covering bodily injury liability, death and property damage) in any one (1) occurrence of not less than Five Million Dollars (\$5,000,000.00); (ii) Independent Contractors Liability or Owner's Protective Liability with the same coverage as set forth in (i) above; (iii) Products/Completed Operations Coverage, which shall be kept in effect for two (2) years after completion of work; (iv) "XCU" Hazard Endorsement, if applicable; (v) "Broad Form" Property Damage Endorsements; (vi) "Personal Injury" Endorsements; (vii) "Blanket Contractual Liability Endorsement. If any-construction activity involves the use of another Owner's Parcel, then the Owner of such Parcel shall be named as an insured under all such insurance, and such insurance shall provide that the same shall not be canceled without at least thirty (30) days prior written notice to the named insureds.

Willingboro, New Jersey  
Store #22-1126

8. DAMAGE OR DESTRUCTION.

In the event any building in the Plaza is damaged or destroyed by fire or other casualty or any other cause whatsoever, the owner of the Parcel upon which such building is located may, in its sole, subjective discretion, demolish or rebuild the damaged building. However, if an owner determines to demolish a damaged building, that Owner shall either promptly construct a new building on the same location, or leave and maintain the Parcel of land on which the building was located in a smooth, level condition, free and clear of all refuse and weeds, and sealed against dust by paving, landscaping or other suitable ground cover, and otherwise maintained in a condition similar to other mixed use developments in the metropolitan area in which the Plaza is located. In the event the Common Driveways of the Plaza or any portion thereof shall be damaged or destroyed by fire or other casualty or any other cause whatsoever, the owner of the Common Driveways so damaged or destroyed shall forthwith proceed with due diligence to restore such Common Driveways to its condition immediately prior to such damage or destruction.

9. EMINENT DOMAIN

(a) Owner's Right to Award. Nothing herein shall be construed to give any owner any interest in any award or payment made to any other owner in connection with any exercise of eminent domain, or transfer in lieu thereof, affecting any other Owner's Parcel, or to give the public or any government any rights in any Parcel owned by such Owner. In the event of any exercise of eminent domain, or transfer in lieu thereof, of any part of the Common Driveways located within the Plaza, the award attributable to the land and improvements of such portion of the Common Driveways shall be payable only to the owner in fee thereof, and no claim thereto shall be made by the owners of any other portion of the Common Driveways.

(b) Collateral Claims. All other owners or persons having an interest in any Common Driveways so condemned may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken.

(c) Restoration of Common Driveways. The Owner of the fee of each portion of any Common Driveways so condemned shall promptly repair and restore the remaining portion of the Common Driveways so owned as near as practicable to the condition of the Common Driveways immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other Party.

(d) Restoration of Building Area. In the event any building or any portion thereof located in the Plaza is condemned, the remaining portion of such building shall be demolished or restored by the owner of the Parcel on which it is located, and such owner shall remove all debris resulting therefrom. Such election shall be made within sixty (60) days from the date of taking. In the event the remaining building improvements are removed, the

Willingboro, New Jersey  
Store #22-1126

owner shall thereafter maintain such area in the manner provided for in the Article herein entitled "DAMAGE OR DESTRUCTION".

10. TAXES.

Each owner shall pay, or cause to be paid, directly to the appropriate taxing authority before such taxes become past due, the real property taxes and other special taxes and assessments assessed against the property owned by such owner, including the portion of the Common Driveways owned by such owner.

In the event any owner fails at any time to pay, or cause to be paid, before delinquency its taxes or assessments on any portion of the property described herein of which such owner has a fee interest, and which may become a lien on any of the Common Driveways, then any other owner may pay such taxes and/or assessments, together with interest, penalties, and costs, and in any such event the owner obligated to pay such taxes and/or assessments shall promptly reimburse such other owner for all such taxes and/or assessments, interest, penalties, and other charges, and until such reimbursement has been made, the amount thereof shall constitute a lien and charge on the property hereinabove described of the defaulting Owner. Nothing contained herein shall prevent an owner from paying its taxes under protest or challenging the validity or amount of any assessment, so long as such owner takes steps to prevent the delinquent taxes from becoming a lien on its Parcel or the occurrence of a tax sale of such Parcel.

11. ENVIRONMENTAL LIABILITIES.

Each Owner assumes all responsibility and liability for any and all damages, costs and claims including, but not limited to, leaks, spills or losses of motor fuels related to underground storage tanks, piping, dispensing systems or other facilities or activities on any Parcel owned by such Owner. Each Owner shall promptly comply with any and all clean up requirements of any governmental authority having jurisdiction pertaining thereto, and shall indemnify the other owners for all costs, expenses and fees incurred by any other owners (including reasonable attorneys, fees in defending the same) resulting from any contamination or discharge of Hazardous Materials. Any and all environmental assessment and remediation work shall be performed in accordance with all applicable local, state and federal laws, ordinances and regulations.

(a) Right to Cure. Should any owner fail to timely perform any of its obligations hereunder, and thereafter fail to diligently commence performing such obligation within twenty (20) days following its receipt of any other owner's written demand therefor, and diligently and continuously pursue such performance to completion, the Owner giving such notice shall, in addition to any other remedy provided at law, in equity or in this Agreement, have the right (but not the obligation) to perform such obligation on behalf of the defaulting owner and the defaulting owner shall reimburse the curing owner for the cost of performing such work within ten (10) days after receipt of billing therefor and proof of payment thereof. In the event the defaulting Owner does not so reimburse the curing owner

Willingboro, New Jersey  
Store #22-1126

within such ten (10) days, the curing owner shall have: (i) the right to exercise any and all rights which such curing owner might have at law or in equity to collect the same; and (ii) have a lien on the property owned by the defaulting owner, to the extent of the amount paid by the curing Owner but not reimbursed by the defaulting Owner, which amount shall bear interest at a rate equal to the then published "Prime Rate" of Citibank, N.A., plus one percent (1%) per annum (the owners acknowledging that such rate may not be the lowest or "best" rate), or the highest legal rate of interest, whichever is less, from the date of billing until paid. Such lien may be filed of record by the curing owner as a claim against the defaulting Owner, in the form required by law, in the office wherein mortgages and liens are recorded, which lien shall contain at least the following information:

- (i) The name of the lien claimant;
- (ii) The name of the defaulting owner;
- (iii) A description of the work performed on behalf of such owner and a statement itemizing the cost thereof; and
- (iv) A description of the property being liened.

The lien so claimed shall attach from the date of recordation in the amount claimed by the Owner curing the default, and it may be enforced and foreclosed in any manner allowed by law including, but not limited to, suits to foreclose a mechanic's lien, trust deed or mortgage under applicable law. Such lien, when so established against the real property described in such lien, shall be prior and superior to any right, title, interest, lien or claim which may be or is acquired or attached to such real property after the time of recording the claim of lien.

(b) Injunctive Relief. In the event of any violation or threatened violation of any provision of this Agreement, any Owner (and an ASRC Affiliate, if any) shall have the right, in addition to any other remedies herein or by law or equity provided, and after notifying the other owner of its intent to do so to seek to enjoin such violation or threatened violation. Notwithstanding the foregoing, tenants in the Plaza, other than any ASRC Affiliate, shall not have the right of injunction, but shall rather be limited to their rights granted by law and by their respective leases.

(c) Breach Shall Not Permit Termination. No breach of this Agreement shall entitle any Owner to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such owner may have hereunder by reason of any breach of this Agreement.

(d) No Limitation of Remedies. The various rights and remedies herein contained and reserved to the Owners, except as otherwise provided in this Agreement, shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative, and shall be in addition to every other remedy now or hereafter existing at law,

Willingboro, New Jersey  
Store #22-1126

inequity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy, or be construed as a waiver of any default or nonperformance or as acquiescence therein.

12. NOTICES.

Any notice or demand given or served shall be sent to the respective addresses set forth herein, and shall not be deemed to have been duly given or served unless in writing and personally delivered or forwarded by postage prepaid certified or registered mail, return receipt requested, or by another commercially recognized means of delivery which maintains delivery records (such as Federal Express), addressed as follows:

To ASRC:

Acme Markets, Inc.  
75 Valley Stream Parkway  
Malvern, PA 19355  
Attn: Real Estate Department  
(Store No. 22-1126)

With a copy to:

American Stores Realty Corp.  
200 South Main Street  
Salt Lake City, UT 84111  
Attn: ASPI-Legal  
(Store No. 22-1126)

To Developer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Willingboro, New Jersey  
Store #22-1126

To Developer's Mortgagee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Communications may also be given by fax, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

13. ATTORNEY'S FEES.

In the event either Party brings or commences legal proceedings to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys, fees and costs from the other Party, to be fixed by the court in the same action. The term "legal proceeding" shall include appeals from a lower court judgment, as well as proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters. The "Prevailing Party" as used in the context of Federal Bankruptcy Court shall mean the prevailing Party in an adversary proceeding or contested matter, or any other actions taken by the nonbankrupt Party which are reasonably necessary to protect its rights under the terms of this Agreement. The "Prevailing Party" as used in the context of any court other than the Federal Bankruptcy Court shall mean the Party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the Party sought.

14. DURATION.

Except as specifically provided otherwise herein, this Agreement shall remain in full force and effect for a term of sixty-five (65) years from the date hereof.

15. MODIFICATION.

All negotiations and oral agreements acceptable to the owners have been incorporated herein. Except as otherwise provided herein, this Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by a writing executed by the owners of seventy-five percent (75%) of the land area in the Plaza (which

Willingboro, New Jersey  
Store #22-1126

must include the owner of Parcel 1) and duly recorded. For purposes of this Paragraph, ASRC agrees that in the event that fee ownership of Parcel 1 is divided in the future, the owner of Parcel 1 shall be the holder of fifty percent (50%) or more of the fee.

## 16. GENERAL PROVISIONS

(a) Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Plaza to the general public or for any public purposes whatsoever, it being the intention of the owners that this Agreement shall be strictly limited to and for the purposes herein expressed.

(b) Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

(c) Pronouns. When required by context, the singular shall include the plural, and the neuter gender shall include a person, corporation, firm, association, or other business arrangement.

(d) Captions. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

(e) Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship among the owners.

(f) Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State in which the Plaza is located.

(g) No Presumption. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Owner.

(h) Inurement. This Agreement, and the easements, covenants, benefits and obligations created hereby, shall inure to the benefit of and be binding upon each owner and its successors and assigns; provided, if any owner conveys any portion or all of its interest in any Parcel owned by it, such owner shall thereupon be released and discharged from any and all further obligations under this Agreement as it had in connection with the property conveyed by it if the buyer assumes in writing all of such obligations; and provided further, no such sale shall release such owner from any liabilities, actual or contingent, existing as of the time of such conveyance.

Willingboro, New Jersey  
Store #22-1126

(i) Estoppel Certificate. Each owner agrees that, upon request by any other owner, it will issue to a prospective lender of such other owner or to a prospective purchaser of such other owner's interest in a Parcel or part thereof, an estoppel certificate stating:

(i) whether the owner to whom the request has been directed knows of any default by the requesting owner under this Agreement, and if there are known defaults, specifying the nature thereof;

(ii) whether this Agreement has been assigned, modified or amended in any way (and if it has, then stating the nature thereof); and

(iii) that to the owner's actual knowledge this Agreement as of that date is in full force and effect.

Such statement shall act as a waiver of any claim by the owner furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the Owner furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such owner to disclose correct and/or relevant information.

(j) Authority. The individuals signing this Agreement on behalf of the Parties warrant and represent that they have the authority to execute this Agreement on behalf of and bind the respective Parties.

(k) Force Majeure. The Owners will each comply with the time periods set forth in this Agreement to the extent such provisions are applicable to them; provided, each and every period referred to in the Section herein entitled "Maintenance and Repair" and the Article herein entitled "DAMAGE OR DESTRUCTION" shall be extended for a period or periods of time equal to any period or periods of delay preventing the performance of any Owner's obligations, which delays are caused by fire or other casualty, Acts of God, weather, refusal or failure of governmental authorities to grant necessary approvals or permits (the owner responsible therefor agreeing to use reasonable diligence to procure the same), war, riot, or insurrections, or any other cause (except financial) beyond the control of such owner; provided, in the event of any delay, the owner suffering such delay shall seek and use to the extent available economically reasonable and comparable substitutes or alternatives and shall promptly give written notice to the other owners of the occurrence of such delay and, upon termination thereof, notice of the termination of such delay. In the event an owner suffers a delay and fails to give notice of the occurrence of and termination of such delay, as provided herein, such owner shall be deemed to have waived its right to an extension hereunder on account of such delay.

Willingboro, New Jersey  
Store #22-1126

(I) Counterparts. This Agreement may be simultaneously executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THE SUBMISSION OF THIS AGREEMENT FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN, AND THE EXECUTION OF THIS AGREEMENT BY DEVELOPER DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL SUCH TIME AS THIS AGREEMENT HAS BEEN APPROVED BY THE GOVERNING REAL ESTATE COMMITTEE OF ASRC, EXECUTED BY AUTHORIZED OFFICERS OF ASRC AND DELIVERED TO DEVELOPER.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

Attest:

RENEWAL WILLINGBORO LLC, a  
New Jersey Limited Liability Company

Attest:

THE TOWNSHIP OF WILLINGBORO, a  
political subdivision of the State of New  
Jersey

\_\_\_\_\_

\_\_\_\_\_

President

"Developer"

AMERICAN STORES REALTY CORP., a  
Pennsylvania corporation

By: \_\_\_\_\_

President

"ASRC"

Attest:

\_\_\_\_\_

Willingboro, New Jersey  
Store #22-1126

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ : ss.  
\_\_\_\_\_ :

On this, the \_\_\_\_ day of \_\_\_\_\_, 1998, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged  
himself/herself to be the \_\_\_\_\_ of RENEWAL WILLINGBORO LLC, a  
limited liability company, and that he/she being authorized to do so, executed the foregoing  
instrument for the purposes therein contained by signing the name of the corporation by  
himself/herself as \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

Willingboro, New Jersey  
Store #22-1126

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ : ss.  
\_\_\_\_\_ :

On this, the \_\_\_\_ day of \_\_\_\_\_, 1998, before me \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_ who acknowledged  
himself/herself to be the \_\_\_\_\_ of THE TOWNSHIP OF WILLINGBORO,  
a political subdivision of the State of New Jersey, and that he/she being authorized to do so,  
executed the foregoing instrument for the purposes therein contained by signing the name of  
the Township by himself/herself as \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_

Notary Public

Willingboro, New Jersey  
Store #22-1126

**EXHIBIT "A"**

Willingboro, New Jersey  
Store #22-1126

**EXHIBIT "B"**

# PRIORITY MESSAGE

<b>From:</b> <b>KEARNS, VASSALLO, GUEST &amp; KEARNS</b> <b>ATTORNEYS  AT LAW</b> 630 BEVERLY-RANOCAS ROAD WILLINGBORO, NJ 08046-3718  609-877-6550  FAX 609-835-4646	<b>From:</b> <b>William John Kearns, Jr.</b>  Date : May 6, 1998  Pages Transmitted : 1
--	--

<b>TO</b>	<b>Sandra W. Kugler, Esquire</b>	<b>(215) 972-1860</b>
	<b>Saul Ewing Remick &amp; Saul</b>	
	<b>Robert B. Stang</b>	<b>(212) 595-7813</b>
	<b>ReNEWal Realty, LLC</b>	
	<b>Stephen R. Jaffe, Esquire</b>	<b>(609) 424-4446</b>
	<b>Dante J. Romanini, Esquire</b>	
	<b>Kozlov, Seaton, Romanini, Brooks &amp; Greenberg</b>	

**RE: Township of Willingboro & ReNEWal Willingboro LLC  
& American Stores Realty Corp**

**MESSAGE**

With regard to the proposed Agreement and the proposed "Amended and Restated Declaration of Restrictions and Grant of Easements" it is, in my view, necessary to include some language which makes it clear that the Township of Willingboro is not waiving its governmental powers.

I suggest that the following language be included in both instruments:

The execution of this instrument by the Township of Willingboro is for the purpose of consenting in its capacity the prospective owner of Block 3, Lot 4.01 on the Tax Map of the Township of Willingboro, a parcel generally identified as the Willingboro Plaza, and does not constitute a waiver of its authority, powers, rights or responsibilities as a governmental entity, including, but not limited to, the power to adopt,

**CONFIDENTIALITY NOTICE:** This message is privileged and confidential and is only for the use of the named recipient. Any unauthorized disclosure, copying, distribution or taking of action in reliance on the contents is strictly prohibited. Review by any individual other than the intended recipient shall not constitute waiver of the attorney-client privilege. If you have received this transmission in error, please notify the sender immediately by telephone [collect] to arrange for the return of the materials. Thank you.

amend or repeal ordinances, grant approval, with or without conditions, or deny applications for land use approvals, issue or deny licenses or any other authority or power vested in municipalities pursuant to law.

I suggest that §5 (a) needs to be revised to delete a reference to a particular date, since that might be construed to limit the power of the Township to amend its zoning ordinances or the Redevelopment Plan.

The Township would prefer to see §5 (iv) amended into two sections, with the language restricting "head shop, pornographic or "adult" store" applicable to the entirety of Parcels 1 and 2. We would also like to see the same restriction applicable to "massage parlor" with a definition which excluded health care or extended care facilities from being categorized as "massage parlors."

Since the proposed Acme pylon sign would be placed at one of the few access points from Route 130, I suggest that the language in §6, ¶ 2 might be modified to have the pylon sign include an identification of the center as "Willingboro Town Center", so that the Acme is really identified as part of the whole redevelopment concept. The pylon sign could still retain the exclusive nature of the Acme identification as to any other commercial use. All signs are, of course, subject to applicable laws, regulations and ordinances.

The Township of Willingboro cannot consent to §13 with respect to an award of attorney's fees against the Township of Willingboro.

In the identification of the Township of Willingboro in the introductory language and on the signature page, please use "THE TOWNSHIP OF WILLINGBORO, a Municipal Corporation of the State of New Jersey." Please also note that the signatures for the Township of Willingboro will be by "DOREATHA D. CAMPBELL, Mayor" with the attestation by "RHODA LICHTENSTADTER, RMC, Township Clerk."

I trust that these comments will be of some assistance.

**CONFIDENTIALITY NOTICE:** This message is privileged and confidential and is only for the use of the named recipient. Any unauthorized disclosure, copying, distribution or taking of action in reliance on the contents is strictly prohibited. Review by any individual other than the intended recipient shall not constitute waiver of the attorney-client privilege. If you have received this transmission in error, please notify the sender immediately by telephone [collect] to arrange for the return of the materials. Thank you.

**TOWNSHIP OF WILLINGBORO**

**RESOLUTION NO. 1998-67**

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING PMK GROUP TO MAKE APPLICATION TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION THROUGH THE HAZARDOUS DISCHARGE SITE REMEDIATION FUND FOR A GRANT TO PERFORM PRELIMINARY ASSESSMENTS, SITE INVESTIGATION AND REMEDIAL INVESTIGATION ON PROPERTY OF THE TOWNSHIP OF WILLINGBORO IDENTIFIED AS BLOCK 3, LOT 4.01 ON THE TAX MAP OF THE TOWNSHIP OF WILLINGBORO**

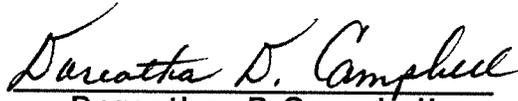
**Whereas**, the State of New Jersey Department of Environmental Protection, through the Hazardous Discharge Site Remediation Fund, has grant funds available to municipalities for the purpose of funding preliminary assessments, site investigations and remedial investigations to determine the existence or extent of hazardous substance discharge conditions on properties, and

**Whereas**, the Township of Willingboro wishes to conduct such an investigation with respect to Block 3, Lot 4.01, and

**Whereas**, PMK Group is qualified to prepare and submit the applications for the funding and to perform the assessments and investigations,

**Now, Therefore, Be It Resolved** by the Township Council of the Township of Willingboro, assembled in public session this 9th day of May, 1998, that the Mayor and Township Clerk are hereby authorized to execute, on behalf of the Township of Willingboro, all necessary documents with PMK Group to make application for the grant and, upon approval of the grant, to authorize PMK Group to implement the preliminary assessment and/or site investigation and/or remedial investigation on Block 3, Lot 4.01, with payment to be made to PMK Group out of the grant funds and in accordance with the terms of a contract to be approved by the Township of Willingboro at the time of grant approval by the Economic Development Authority and the Department of Environmental Protection.

**Be It Further Resolved** that all documents shall be subject to review and approval by the Township Manager and the Township Solicitor.

  
Doreatha D. Campbell  
Doreatha D. Campbell  
Mayor

The foregoing Resolution is certified to be a true copy of the Resolution adopted by the Willingboro Township Council at a public meeting held on May 9, 1998.



Marie Annese  
Deputy Township Clerk

RESOLUTION NO. 1998 - 68

A RESOLUTION AWARDING BID TO TEKTRON CORPORATION FOR A POLICE COMMUNICATIONS TOWER.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a POLICE COMMUNICATIONS TOWER; and

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

WHEREAS, it appears to be in the best interest of the Township to accept the bid of TEKTRON CORPORATION, Pennsauken, New Jersey; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of May, 1998, that the bid be accepted as per the attached bid return sheet and recommendations; and

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

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:



Marie Annese  
Deputy Township Clerk

CE Con  
my  
Jre.  
Dm  
BBiek  
Rep  
Prator

March 24, 1998 - 10:30 a.m.

BID OPENING - 80' GALVANIZED COMMUNICATIONS TOWER

BIDS OPENED BY: Township Clerk, Rhoda Lichtenstadter.

PRESENT: Rep. of Tektron and Officer Bob Bieniek

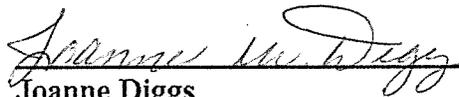
	Tektron	Amer Power	Wireless	Henkels
1. Bid Guarantee	x	NB	NB	NB
2. Certif of Surety	x			
3. Disc. Statement	x			
4. Non-Coll. Aff.	x			
5. Affirm. Action	x			
6. Any other doc.	x			
7. BID PRICE	\$19,254.00			
EXCEPTIONS:	None			

CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

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

TEKTRON CORPORATION - Willingboro Police Tower

The money necessary to fund said contract is in the amount of \$9,254.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number Ord-2-1998. These funds are not being certified as being available for more than one pending contract.



Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor



More than a Civil Engineering Firm

To Council  
for  
Action  
*[Signature]*

651 High Street  
Burlington, NJ 08016  
(609) 387-2800  
(Fax) 387-3009

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

Robert W. Lord, PE & LS, PP  
Raymond L. Worrell, II, PE & LS, PP

May 6, 1998

Thomas J. Miller, PE & PP  
Jeffrey S. Richter, PE & PP

Mr. Norton N. Bonaparte, Jr.  
Willingboro Township Manager  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

John P. Augustino  
Stephen L. Berger  
Christopher J. Bouffard, PLS & PP  
Larry S. Dirkin  
Mark E. Malinowski, PE  
Ashvin G. Patel, PE  
Earl A. Turner, PE  
Levin J. Webb, PE

RE: Willingboro Police Tower Proposal  
From TekTron Corporation  
Willingboro Township  
LAWB File No. 98-39-15.2

Dear Mr. Bonaparte:

Gerald J. DeFelicis, Jr., CLA  
Jordan L. Lenher, LS  
Theresa C. McGettigan, CLP  
Dwain R. Ruble, LS  
Surbachan Sethi, PE  
Gary Zube, LS

I have reviewed the proposal submitted for the procurement and installation of an 80' Galvanized Communication Tower at the Municipal Complex. This review was limited to the adequacy of the tower. The review was performed on a plan entitled "120 - 40 Standard Tower, Willingboro Police Department, Willingboro, Burlington County, NJ". This plan was signed and sealed by Mr. Albert Stubee, P.E. of Bridgeton, NJ.

This plan is in conformance with the specifications. The Engineer has agreed to submit a copy of the structural calculations to this office for our records and has also agreed to send a certified letter revising the 3000psi concrete to 4000psi concrete.

Consultant  
Kenneth Anderson, PE & LS, PP

The contractor for this project is TekTron Corporation of Pennsauken, NJ. They have submitted a price of \$19,254.00 for the procurement, installation, transfer of antennae, etc. The manufacturer of this tower is Morrison Tower Company of Bridgeton, NJ. The only setback with this proposal is the six weeks delivery time. The contractor has agreed to provide a schedule of anticipated delivery and the time for construction.

The tower must be installed prior to replacing the roof. Therefore it is urgent that this tower be installed as soon as possible.

Mr. Norton N. Bonaparte, Jr.  
May 6, 1998  
Page 2

Should you have any questions, please contact me.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

A handwritten signature in cursive script that reads "Carl A. Turner". The signature is written in black ink and is positioned above the printed name.

Carl A. Turner, PE  
Willingboro Township Engineer

CAT/dmg

c: Ben Braxton, Director of Public Safety

CARL\MAY\TEKTRON.DOC (98)

# WILLINGBORO TOWNSHIP POLICE

MUNICIPAL COMPLEX

1 Salem Road

Willingboro, New Jersey 08046



*To Council  
for Action*

**BENJAMIN C. BRAXTON**  
Director of Public Safety

(609) 877-2200  
FAX (609) 835-0938

TO: Norton N. Bonaparte, Jr., Township Manager

FROM: Benjamin C. Braxton, Director of Public Safety

SUBJECT: POLICE DEPARTMENT ANTENNA TOWER

DATE: May 7, 1998

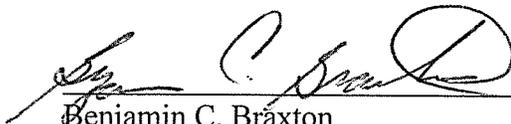
Due to the repairs to the roof on the Municipal Complex, the antenna that are used by the Willingboro Police Department located on the roof, will have to be disconnected and relocated.

After consultation with the township engineer, Mr. Carl Turner, it was determined that the replacement antenna would be an antenna tower placed on the South side of the Municipal building.

Bids were solicited and only one company submitted a bid. That company is the Tektron Corporation located in Pennsauken, New Jersey.

After further consultation and discussions with Mr. Turner, the antenna tower was approved. It is my recommendation that this tower be purchased and construction started with all deliberate speed.

The cost of this tower is to be taken out of the general construction budget for the township.

  
\_\_\_\_\_  
Benjamin C. Braxton  
Director of Public Safety

dt

RESOLUTION NO. 1998 - 69

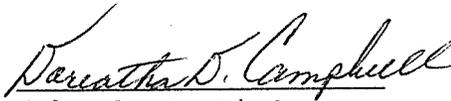
WHEREAS, by Resolution No. 7, 1998, Willingboro Township Council established meeting dates, times and places; and

WHEREAS, said resolution may be amended to modify said listing;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9th day of May, 1998, that the list of meeting dates be amended as follows:

ADD: Thursday, May 14, 1998, 7:30 P.M. (Community Room)  
Friday, May 15, 1998, 7:30 P.M. (Community Room)  
Saturday, May 16, 1998, 9:30 A.M. (Community Room)

BE IT FURTHER RESOLVED, that the Township Clerk give notice hereof pursuant to the Open Public Meetings Act.

  
Doreatha D. Campbell  
MAYOR

ATTEST:

  
Marie Annese  
Deputy Township Clerk

# N O T I C E

**THE WILLINGBORO TOWNSHIP  
COUNCIL HAS ADDED THREE (3)  
MEETINGS TO THEIR SCHEDULE.**

**THURSDAY, MAY 14TH AT 7:30 PM  
FRIDAY, MAY 15TH AT 7:30 PM  
SATURDAY, MAY 16TH AT 9:30 AM**

**ALL THREE MEETINGS ARE TO BE  
HELD DOWNSTAIRS IN THE  
COMMUNITY ROOM.**

5/11/98

CC: B.C.T. / Phila. Inq. / Courier Post / Trenton Times  
Bulletin Board and Recreation Department

\*\*\*\*\*

# COMMUNICATION RESULT REPORT

6098350782

TWP. OF WILLINGBORO

05-11-98 04:03PM

\*\*\*\*\*

FILE	DATE & TIME	FILE TYPE	DELAYED	DESTINATION/TO:/FROM:	PAGE	REMARKS	SIZE
15	05-11 04:01PM	MEMORY-S		TO :BCT (NEWSROOM)	02		0027

NO.	PHONE / TTI NO.	COMM MODE	RESULT	NO.	PHONE / TTI NO.	COMM MODE	RESULT
001	005:BCT (NEWSROOM)		GOOD				

## township of Willingboro

### TELEFAX COVER SHEET

TO: ① Buel Co. Times ③ Courier Post  
 ② Phila. Inq. ④ Trenton Times

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

DATE: 5/11/98

TO FAX NO. Auto

FROM: Marie Annese EXT. 6203

SENDER FAX 835-0782 PAGES INCLUDING COVER 2

SUBJECT: Add'l Meetings - Council  
5/14 - 5/15 & 5/16/98

COMMUNICATION RESULT REPORT

6098350782

TWP. OF WILLINGBORO

05-11-98 04:04PM

FILE	DATE & TIME	FILE TYPE	DELAYED	DESTINATION/TO:/FROM:	PAGE	REMARKS	SIZE
27	05-11 04:02PM	MEMORY-S		TO :779-3221	02		0027

NO.	PHONE / TTI NO.	COMM MODE	RESULT	NO.	PHONE / TTI NO.	COMM MODE	RESULT
001	015:779-3221		GOOD				

# township of Willingboro

**TELEFAX COVER SHEET**

TO: ① Buel Co - 1. mes ③ Cour: cl. Post  
② Phila. Inq. ④ Trenton Times

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

DATE: 5/11/98

TO FAX NO. Auto

FROM: Marie Annese EXT. 6203

SENDER FAX 835-0782 PAGES INCLUDING COVER 2

SUBJECT: Add'l Meetings - Council  
5/14 - 5/15 & 5/16/98

COMMUNICATION RESULT REPORT

6098350782

TWP. OF WILLINGBORO

05-11-98 04:17PM

FILE	DATE & TIME	FILE TYPE	DELAYED	DESTINATION/TO:/FROM:	PAGE	REMARKS	SIZE
40	05-11 04:02PM	MEMORY-S		TO :663-2831	02		0026

NO.	PHONE / TTI NO.	COMM MODE	RESULT	NO.	PHONE / TTI NO.	COMM MODE	RESULT
001	035:663-2831		GOOD				

# township of Willingboro

**TELEFAX COVER SHEET**

TO: ① Burlington Times ③ Courier Post  
② Phila. Inq. ④ Trenton Times

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

DATE: 5/11/98

TO FAX NO. Auto

FROM: Marie Annese EXT. 6203

SENDER FAX 835-0782 PAGES INCLUDING COVER 2

SUBJECT: Add'l Meetings - Council  
5/14 - 5/15 & 5/16/98

\*\*\*\*\*

# COMMUNICATION RESULT REPORT

6098350782

TWP. OF WILLINGBORO

05-11-98 04:06PM

\*\*\*\*\*

FILE	DATE & TIME	FILE TYPE	DELAYED	DESTINATION/TO:/FROM:	PAGE	REMARKS	SIZE
04	05-11 04:02PM	MEMORY-S		TO :3942819	02		0025

NO.	PHONE / TTI NO.	COMM MODE	RESULT	NO.	PHONE / TTI NO.	COMM MODE	RESULT
001	025:3942819		GOOD				

## township of Willingboro

### TELEFAX COVER SHEET

TO: ① Burl Co Times ③ Courier Post  
 ② Phila. Inq. ④ ~~Newton Times~~

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

DATE: 5/11/98

TO FAX NO. Auto

FROM: Marie Annese EXT. 6203

SENDER FAX 835-0782 PAGES INCLUDING COVER 2

SUBJECT: Add'l Meetings - Council

5/14 - 5/15 & 5/16/98

\*\*\*\*\*

# COMMUNICATION RESULT REPORT

6098350782

TWP. OF WILLINGBORO

05-11-98 04:08PM

\*\*\*\*\*

FILE	DATE & TIME	FILE TYPE	DELAYED	DESTINATION/TO:/FROM:	PAGE	REMARKS	SIZE
48	05-11 04:04PM	MEMORY-S		TO :8716990	01		0011

NO.	PHONE / TTI NO.	COMM MODE	RESULT	NO.	PHONE / TTI NO.	COMM MODE	RESULT
001	8716990		GOOD				

*Rae P. W.*

## NOTICE

**THE WILLINGBORO TOWNSHIP  
COUNCIL HAS ADDED THREE (3)  
MEETINGS TO THEIR SCHEDULE.**

**THURSDAY, MAY 14TH AT 7:30 PM  
FRIDAY, MAY 15TH AT 7:30 PM  
SATURDAY, MAY 16TH AT 9:30 AM**

**ALL THREE MEETINGS ARE TO BE  
HELD DOWNSTAIRS IN THE  
COMMUNITY ROOM.**

RESOLUTION NO. 70 - 1998

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

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

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

- \_\_\_\_\_ (1) Matters required by Law to be Confidential: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
- \_\_\_\_\_ (2) Matters Where the Release of Information Would Impair the Right to Receive Funds: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.
- \_\_\_\_\_ (3) Matters Involving Individual Privacy: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal a family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.
- \_\_\_\_\_ (4) Matters Relating to Collective Bargaining Agreements: Any collective bargaining agreement, or the terms and conditions, which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.
- X\_\_\_\_\_ (5) Matters Relating to the Purchase, Lease of Acquisition of Real Property or the Investment of Public Funds: Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it would adversely affect the public interest if discussion of such matters were disclosed.

RESOLUTION NO. 70 - 1998  
A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE  
PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW  
JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

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

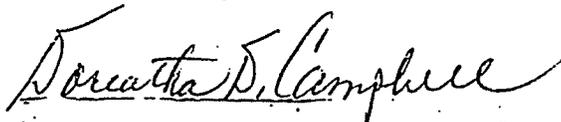
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

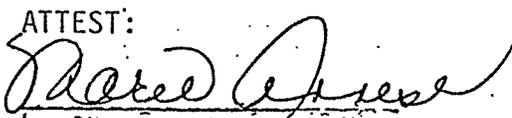
- \_\_\_\_\_ (1) Matters required by Law to be Confidential: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
- \_\_\_\_\_ (2) Matters Where the Release of Information Would Impair the Right to Receive Funds: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.
- \_\_\_\_\_ (3) Matters Involving Individual Privacy: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal a family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.
- \_\_\_\_\_ (4) Matters Relating to Collective Bargaining Agreements: Any collective bargaining agreement, or the terms and conditions, which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.
- X (5) Matters Relating to the Purchase, Lease of Acquisition of Real Property or the Investment of Public Funds: Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it would adversely affect the public interest if discussion of such matters were disclosed.

- \_\_\_\_\_ (6) Matters Relating to Public Safety and Property: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations of possible violations of the law.
- X (7) Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.
- \_\_\_\_\_ (8) Matters Relating to the Employment Relationship: Any matter involving the employment, appointment, termination of employment terms and conditions of employment, evaluation of the performance or promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.
- \_\_\_\_\_ (9) Matters Relating to the Potential Imposition of a Penalty: Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on **Sat., May 16, 1998**, that an Executive Session closed to the public shall be held on **Sat., May 16, 1998**, at **10:20 a.m.** in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
MAYOR

ATTEST:  
  
Marie Annese  
Deputy Township Clerk

RESOLUTION NO. 1998- 71

A RESOLUTION AWARDING THE RADIO MAINTENANCE  
BID TO TEKTRON COMMUNICATIONS.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for RADIO MAINTENANCE REPAIRS; and

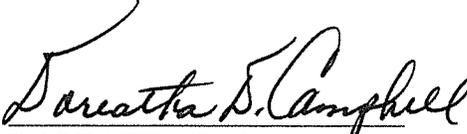
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of TEKTRON CORP., Pennsauken, New Jersey; and

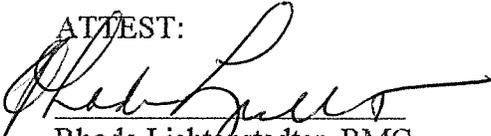
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 19th day of May, 1998, that the bid be accepted as per the attached bid return sheet and recommendations; and

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

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

*copy  
made  
for  
P.B.  
Bob Bieniek*

BID OPENING MAY 11, 1998 - 10:30 a.m.  
1998 RADIO COMMUNICATIONS SPECIFICATIONS MAINTENANCE AND  
REPAIRS.

Present: Tektron Rep. and Officer Bob Bieniek

BIDS OPENED AT 10:30 a.m. by Township Clerk Rhoda Lichtenstadter

	TEKTRON CORP.	WIRELESS ELECTRONICS
1. Affirm Act.	x	NO BID
2. Non-Col	x	
3. Disc.	x	
4. Bid Certif.	x	
5. Surety Bond.	x	

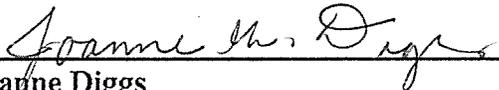
BID PRICE: \$15,486.00 Annual Total

CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

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

TeK Teon Corp- Radio Maintenance

The money necessary to fund said contract is in the amount of \$ 15,486.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 01-77-403 . These funds are not being certified as being available for more than one pending contract.

  
\_\_\_\_\_  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

# WILLINGBORO TOWNSHIP POLICE

MUNICIPAL COMPLEX

1 Salem Road

Willingboro, New Jersey 08046



*To Council  
for  
Action*

**BENJAMIN C. BRAXTON**  
Director of Public Safety

(609) 877-2200  
FAX (609) 835-0938

TO: Norton N. Bonaparte, Jr., Township Manager

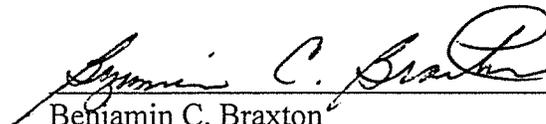
FROM: Benjamin C. Braxton, Director of Public Safety

SUBJECT: 1998 RECOMMENDATION FOR RADIO MAINTENANCE CONTRACT

DATE: May 12, 1998

I concur with Officer Bieniek on awarding the Radio Maintenance Contract to Tektron Communications.

Tektron is our current maintenance company, and has been for the last six years. We have had no complaints about their service and they have always done an outstanding job for us. Their technicians are knowledgeable, and their response time is excellent.

  
\_\_\_\_\_  
Benjamin C. Braxton  
Director of Public Safety

dt

RESOLUTION NO. 1998 - 72

A RESOLUTION AWARDING A BID FOR POLICE DEPARTMENT  
UNIFORMS TO OAKWOOD UNIFORMS AND LANDSMAN UNIFORMS

WHEREAS, the Township Council of the Township of Willingboro has requested  
that bids be submitted for POLICE DEPARTMENT UNIFORMS; and

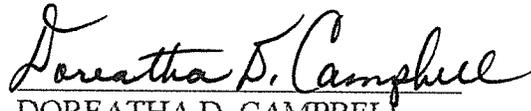
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept  
the bids of OAKWOOD UNIFORMS, AND LANDSMAN UNIFORMS; and

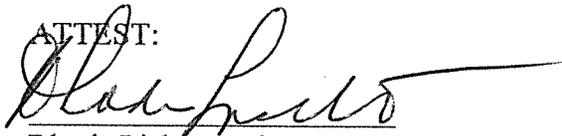
WHEREAS, funds are available for the purpose as indicated by the attached  
Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the  
Township of Willingboro, assembled in public session this 19th day of May, 1998,  
that the bids be accepted as per the attached bid return sheet and recommendations; and

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

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

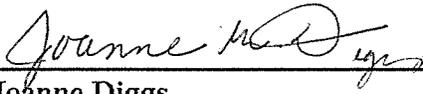
I, Joanne Diggs, Treasurer of the Township of Willingboro, being the Chief Financial Officer of the Township of Willingboro, do hereby certify, pursuant to the Rules of The Local Finance Board, that there are -- are not (cross out one) available adequate funds for the proposed contract between the Township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

- Oakwood Uniforms - Items: 1, 2, 3, 4a, 5a, 5b, 6, 7, 8b, 8f, 8h, 10a, 12, 17a, 17b, 21, 25

---

- Landsman Uniforms - Items: 8a, 8c, 8d, 8g, 8i, 9, 11, 13, 14, 15, 16, 18, 19, 20, 22, 23, 24, 26

The money necessary to fund said contract is in the amount of \$ \_\_\_\_\_ and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 01-77-212. These funds are not being certified as being available for more than one pending contract.

  
\_\_\_\_\_  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

BID RETURN SHEET

POLICE DEPARTMENT UNIFORMS

BIDS WERE RECEIVED ON MAY 11, 1998  
OPENED AT 10:45 a.m. by Township Clerk, Rhoda Lichtenstadter  
OFFICER BOB BIENIEK

POLICE DEPARTMENT UNIFORMS

	<u>OAKWOOD UNIFORMS</u>	<u>LANDSMAN</u>	<u>KATZINS</u>
1. Aff Act.	X	X	NB
2. Non-Col	X	X	
3. Disc	X	X	
4. Bid Cert.	X	X	
5. Surety Bond	X	CERT. CK. \$500.00	

BID PRICE:

OAKWOOD UNIFORMS

ITEMS: 1,2,3,4a, 5a, 5b, 6, 7, 8b, 8f, 8h, 10a, 12, 17a, 17b, 21, 25.

LANDSMAN UNIFORMS

ITEMS: 8a, 8c, 8d, 8g, 8l, 9, 11, 13, 14, 15, 16, 18, 19, 20, 22, 23, 24, 26.

ITEMS: #3, 17a and 17b are slightly higher than Landsman's bid (explanation on recommendation sheet)

# WILLINGBORO TOWNSHIP POLICE

MUNICIPAL COMPLEX

1 Salem Road

Willingboro, New Jersey 08046



*To Council  
for  
Action  
mm*

(609) 877-2200

FAX (609) 835-0938

**BENJAMIN C. BRAXTON**  
Director of Public Safety

TO: Norton N. Bonaparte, Jr., Township Manager

FROM: Benjamin C. Braxton, Director of Public Safety

SUBJECT: 1998 RECOMMENDATION FOR UNIFORM BID

DATE: May 12, 1998

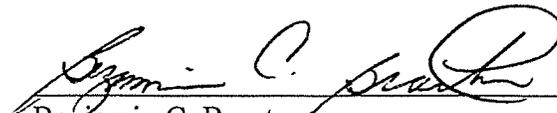
I concur with Officer Bieniek on the uniform bid award, and recommend that we approve it as follows:

Oakwood Uniform Company - items 1, 2, 3, 4a, 4b, 5a, 5b, 6,7, 8b, 8f, 8h, 10a, 10b, 12, 17a, 17b, 21, 25.

Items #3, 17a, and 17b are slightly higher than Landsman's bid, but many of our officers require initial alterations for proper fit which means they must go to the location of the supplier. Oakwood Uniform is only fifteen minutes away compared to Landsman, located south of Atlantic City.

Landsman Uniform Company - items 8a, 8c, 8d, 8e, 8g, 8I, 9, 11, 13, 14, 15, 16, 18, 19, 20, 22, 23, 24, 26.

The recommendation to split the bid between the two companies is because both have been supplying us with uniforms and equipment for a number of years. Both companies have given us outstanding service and we want to continue our association with both.

  
Benjamin C. Braxton

**TOWNSHIP OF WILLINGBORO**

**Resolution No. 1998-73**

**A Resolution of the Township Council of the Township of Willingboro Certifying the Amount Necessary to be Appropriated for the 1998-1999 Budget of the Willingboro Township School District.**

**Whereas**, the 1998-1999 Budget of the Willingboro Township School District was rejected by the voters at the annual school election, and

**Whereas**, the Township Council of the Township of Willingboro is required by *N.J.S.A.* 18A:13-19 to determine the amount or amounts which it deems necessary to provide a thorough and efficient system of schools in the district for the ensuing school year, and

**Whereas**, the Township Council of the Township of Willingboro has met in joint public meetings with the Board of Education and the Administration of the Willingboro Township School District to consult with the Board of Education on the 1998-1999 budget, and

**Whereas**, the Township Council has determined the budget amounts necessary in order to provide a thorough and efficient system of public schools in the Willingboro Township School District,

**Now, Therefore, Be It Resolved** by the Township Council of the Township of Willingboro, assembled in public session this 19th day of May, 1998, that the Township Council hereby determines and directs the Clerk of the Township of Willingboro to certify to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation the following as the amounts necessary to be appropriated in order to provide a thorough and efficient system of schools in the District for the 1997-1998 school budget year:

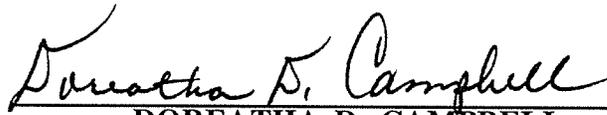
Original Tax Levy appearing on the ballot at the 1998 Annual School Election	\$	17,266,702.00
Amount of Reduction 1998-1999 Budget	\$	503,334.00
Amount Certified as necessary to be raised in the Willingboro Township School District by taxation in 1997 for school purposes	\$	16,763,368.00

**and**

**Be It Further Resolved** that the reasons for the action of the Township Council are set forth in the attached statement, which is hereby incorporated as a part of this Resolution.

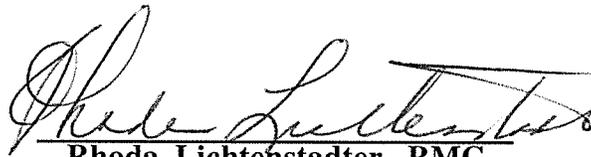
Township of Willingboro  
Resolution 1998-73 [Certifying the 1998-99 School Budget]  
May 19, 1998  
Page 2.

**Be It Further Resolved** that certified copies of this Resolution, including the attached Statement, shall be provided to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and to the Burlington County Board of Taxation, for their information and attention.

  
\_\_\_\_\_  
**DOREATHA D. CAMPBELL**  
Mayor

It is hereby certified that the foregoing is a true copy of a Resolution adopted by the Township Council of the Township of Willingboro assembled in public session on May 19, 1998

It is further certified to the Board of Education of the Willingboro Township School District, to the Burlington County Superintendent of Schools and the Burlington County Board of Taxation that the amount set forth in the Resolution is the amount determined to be necessary to provide a thorough and efficient system of schools in the Willingboro Township School District for the 1998-1999 school budget year.

  
\_\_\_\_\_  
**Rhoda Lichtenstadter, RMC**  
Township Clerk  
Township of Willingboro

**STATEMENT**  
of the  
**WILLINGBORO TOWNSHIP COUNCIL**  
on the  
**1998-1999 SCHOOL BUDGET**

The 1998 Willingboro school election has, for the eleventh consecutive year, resulted in the rejection of the School Budget by the voters.

The Township Council has repeatedly expressed its dismay that school budgets have so regularly been rejected and that the Council has been called upon to act on the budget for the school district.

The voters have rejected school budgets even when the tax burden has decreased and even when the Board of Education has made substantial cuts in staff and programs.

It is abundantly clear that the rejection of school budgets by the voters has very little to do with the substance of what is included in the budget or the efforts of the Board of Education to control costs or to establish priorities among the educational programs.

The inescapable conclusion is that the school budget becomes a victim of voter dissatisfaction with the heavy property tax burden required to fund public school education. The property tax is the most regressive form of taxation and it is the form that the State requires to be used to provide for funding school districts, municipal government and county government.

This Township Council has repeatedly expressed its frustration with the process that requires the Township Council to act on a School Budget. The Township Council and the Board of Education each has its own functions and responsibilities. On many issues the Township Council and the Board of Education need to have a positive and constructive working relationship. That relationship is made exceptionally difficult when the Council has to act on determining necessary budgetary levels for the school system.

We note that it is the constitutional responsibility of the State of New Jersey to provide a thorough and efficient system of public schools and that the various State efforts to establish a means of funding for public education has not yet solved the problem.

While a Commission has been established at the State level to examine property tax issues, it is becoming clear that the Commission has focused its energies on the "sound bite" solution of municipal and school district consolidation and the sharing of services.

While sharing of services is important, it is not the remedy for inadequate state funding of public schools.

Consolidation sounds good, but it should be clear to any objective observer that citizens do not want their municipalities and school districts to consolidate. Just a few years ago the voters of Princeton Township and Princeton Borough, which already shared many services, rejected the consolidation of the two communities, even though the Mayors of each community gave the consolidation strong support.

Citizens in regionalized school districts are seeking ways to withdraw from the regional districts and to restore local control and responsibility in their various communities.

The answer is that it is the State which is mandated to provide for the thorough and efficient system of public schools and it is the State which has failed to meet that responsibility. The level of State aid must be fixed at a point where it will truly enable every child in this State to receive a quality education. Minimal State aid levels will result in minimal educational quality.

Property owners who are confronted with the overwhelming burden of funding schools vote against the budgets because it is the only means by which they can express their objection to a system where the tax burden is determined by property values rather than by the income and capacity to pay of the taxpayer.

Another factor which the State must address is the inadequate level of financial support provided for children who have special educational needs. The costs of educating those children far exceeds the costs of educating those who do not have special needs, but the state leaves that financial burden on the local community. The unfairness is compounded when the State encourages the placement of those special needs children in foster homes, without providing a corresponding increase in aid to the school district which must provide educational opportunity.

The result is that overburdened citizens find themselves turning against the children who are in need and turn against those who have the loving generosity to welcome foster children into their homes.

As a society we should be encouraging those who will undertake to provide a home for children with special needs. We should be reaching out to help those children achieve as much normality in their lives as is possible.

The failure of the State to properly address the issues of state funding of education has a direct impact on making our society less compassionate, less understanding, less caring, less traditional American.

The Council has repeatedly expressed its belief that a quality education for the children of our community is essential for their future and for the future of our society. Accordingly, the Council has never sought to make cuts merely for the sake of cutting.

The primary responsibility for the development and administration of the school budget rests with the Board of Education.

It is clear that the Board of Education has struggled with the competing demands for available funds and that the Board has been sensitive to the burden placed on taxpayers while attempting to provide real education for the students in the system. The Board of Education is confronted with the very real need to reallocate funds in order to meet the requirements that will soon be forthcoming from the monitoring being conducted by the State.

The administration has advised the Board of Education and the Council that there is the sum of \$293,334.00 which can be reduced from the tuition account without affecting educational quality. That amount should, therefore, be reduced from the budget.

In addition, the Council believes that the sum of \$55,000.00 can be reduced from the purchase of equipment, specifically for the electrical truck - cherry picker. The Township has similar equipment and is prepared to work out a cooperative scheduling so that the equipment can be shared between the Township and the School District. The Township Council believes that it will benefit both the Township and the Board of Education, and, thereby the taxpayers, to explore shared services, shared equipment and joint purchasing where ever it is reasonably possible to do so.

An additional \$30,000.00 can be saved by scheduling the demolition and filling-in of the swimming pools which have not been rehabilitated and are no longer in use or anticipated for any further use over two budget years, instead of doing the work in a single budget year.

Finally, the Council believes that the Free Unappropriated Balance can be reduced by \$125,000.00 without any risk to the fiscal stability of the school district.

Those reductions result in a savings to the taxpayers of the district in the amount of \$503,334.00 and will not impair the thorough and efficient education of the students.

We note, again, that every year it has been virtually impossible to obtain a realistic projection of the fund balance [surplus] which is anticipated for the end of the fiscal year, even though that fiscal year ends in a mere 6 weeks. Experience has shown that the actual surplus has routinely exceeded the projections by a very substantial amount.

While the school administration has regularly sought to have an amount equal to at least 3% of the budget in the free unappropriated balance account, that figure is a goal and is not a mandate. In fact, on a budget of the size of the Willingboro School District Budget, the 3% figure appears to be excessive.

While it might be possible to safely reduce the free unappropriated balance account by more than the \$125,000.00 recommended by the Council, a measure of caution is necessary because of the uncertainties confronting the Board of Education as it waits for the recommendations from the State monitoring process. There is a very real possibility that additional funds will need to be expended in the areas of class size and allocation of educational resources.

The use of the funds from the free unappropriated balance account will not have any negative impact on the educational program intended to be supported by the budget and will not jeopardize the financial stability of the school system.

As we have noted for last several years, several of the schools sit totally or partially empty while the Board of Education must expend funds for the maintenance of those facilities.

While the Board of Education has attempted to rent out some of the school space, the Board of Education is not a commercial landlord and the school facilities are not commercial rental space. The schools belong to the community and, when no longer needed for exclusively school purposes, should be used for the benefit of the community.

The Township has proposed that the John F. Kennedy High School be turned over to the Township to be used for Township activities, including recreational programs, the Senior Citizen Center, the clinical services program and other municipal services. That facility would serve as a central location for community recreational and cultural programs. By turning that facility over to the Township, the school budget would no longer be called upon to provide the maintenance, janitorial services, trash removal and liability insurance for the building. The Township, through its recreation programs could sponsor a range of activities that could produce revenue to offset the operational costs.

The operation of the swimming pool program by the Township, which is currently located at the Country Club School, may make it advantageous to the community for the Township to acquire the Country Club school facility for further recreational program development.

Additionally, the Township is prepared to work with the Board of Education to establish appropriate zoning requirements that will aid the Board of Education in marketing the other vacant school facilities in a manner that will return them to the tax rolls. That would not only assist the Board of Education in removing financial burdens from the school budget, it would serve the entire community.

These zoning adjustments or other types of inter-local agreements for the appropriate sharing of services and equipment between the Township and the Board of Education will be in the best interests of the community.

## WILLINGBORO COUNCIL ACTION ON SCHOOL BUDGETS, 1972-1998

Year	Reduction	Notes
1972-73		<i>Budget Passed by the Voters</i>
1973-1974	\$ 480,620.00	various categories reduced
1974-1975	332,235.00	various categories reduced plus revenue anticipated
1975-1976	316,000.00	\$135,000 from current expense budget & \$181,000 from capital expense budget; \$96,000 was restored by the Commissioner of Education when the reduction was appealed by the Board of Education
1976-1977	300,000.00	Amount agreed upon by Council and School Board
1977-1978		<i>Budget Passed by the Voters</i>
1978-1979		<i>Budget Passed by the Voters</i>
1979-1980		<i>Budget Passed by the Voters</i>
1980-1981		<i>Budget Passed by the Voters</i>
1981-1982	291,000.00	\$108,000 from current expense budget & \$183,000 from capital expense budget
1982-1983		<i>Budget Passed by the Voters</i>
1983-1984	932,657.00	cuts based on overbudgeting
1984-1985		<i>Budget Passed by the Voters</i>
1985-1986	200,000.00	Additional appropriation from the free unappropriated balance [surplus] account
1986-1987	517,338.00	Recommended reinstatement of driver education & alternative school programs from the free unappropriated balance [surplus] account.
1987-1988		<i>Budget Passed by the Voters</i>
1988-1989	251,000.00	\$351,000.00 from Current Expense plus \$90,000.00 from Capital Expense, but restored \$190,000.00 to Current Expense in order to restore swimming pools and behind-the-wheel driver education.
1989-90	563,000.00	The cuts were appealed to the Commissioner of Education. During the appeal process the Council and the Board of Education agreed on a modified budgetary reduction in the amount of \$400,000.

1990-91	2,413,480.00	The reductions were made after the Board of Education advised that it intended to close schools and that substantial savings would result from that action. The cut reflected the proposed closing of 2 schools. Additional reductions were made in accordance with recommendations by the Board of Education, and some expenditures were identified which could be postponed or reconsidered by the Board of Education without an impact on the educational program.
1991-92	595,796.00	Net Reductions recommended in 1991-1992 budget
1992-93	1,070,000.00	Reductions as determined after consultation with the Board and Administration, including overbudgeted accounts, planned staff reductions, and appropriations from the free unappropriated balance [surplus] account.
1993-94	1,412,548.00	Reduction in the Free Unappropriated Balance together with savings achieved in legal expenses which the Board, Administration and Solicitor agreed could be safely deleted from the budget.
1994-95	333,628.00	Various items agreed upon after discussion with the Board of Education
1995-96	1,329,560.00	Net budget reductions based on specific budget adjustments proposed by the Board of Education and accepted by the Council. In addition to the budget reduction there was a one-time reduction in the amount to be raised locally of \$590,330.00 to adjust for an excess amount raised locally and paid to the Board of Education during the 1994-95 school year.
1997-97	0.00	A thorough review of the school budget indicated that the budget as proposed to the voters reflected the amount that was actually necessary to fund a thorough and efficient system of public schools and that further reductions would jeopardize the ability of the school district to meet its responsibilities to the community. Recommendations made with respect to shifting funds within the budget to reinstate programs which had been eliminated from the budget.
1997-98	321,000.00	Reduction in the Free Unappropriated Balance
1998-99	503,334.00	Reduction in the Free Unappropriated Balance; reduction in the tuition account in an amount the administration confirmed was not needed, and a reduction in equipment purchases which can be avoided by shared services with the Township and a scheduling of demolition of unused swimming pools to be scheduled over two budget years.

RESOLUTION NO. 1998 - 74

A RESOLUTION AUTHORIZING A CHANGE ORDER  
FOR <sup>OPB</sup> MOUNT CONSTRUCTION for 1997 CONCRETE REPAIRS  
PROJECT.

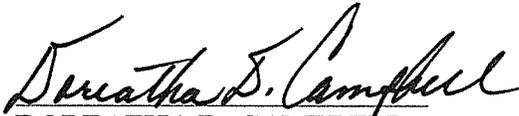
WHEREAS, Willingboro Township Council, by Resolution No. 1997 - 128, awarded a contract to Paramount Enter. Inc. for 1997 Concrete Repairs Project in the amount of \$91,664,00; and

WHEREAS, the Engineer has submitted a change order to adjust the contract to as built quantities, and has the effect of increasing the contract by \$3,643.80 or 3.9%, as per the engineer's letter dated May 6, 1998; and

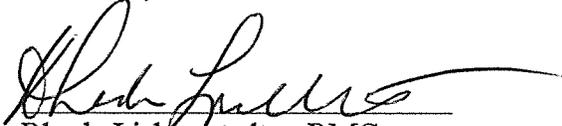
WHEREAS, The Rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 19th day of May, 1998, as follows:

1. The change order #1 covers concrete repairs as well as additional sidewalk and apron repairs from the Department of Public Works.
2. Change Order No. 1 adjusts the contract to as-built quantities, which increases the original contract by 3.9%.
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST;

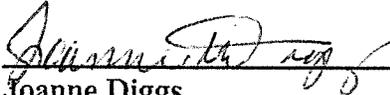
  
Rhoda Lichtenstadter, RMC  
Township Clerk

CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

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

Paramount Enterprises, Inc.  
Change Order No 1 - 1997 Concrete Repair

The money necessary to fund said contract is in the amount of \$ 3,643.80 - 3.9%  
Increase  
and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-0297-02. These funds are not being certified as being available for more than one pending contract.

  
\_\_\_\_\_  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor



651 High Street  
Burlington, NJ 08016  
(609) 387-2800  
(Fax) 387-3009

*To Council  
for  
Action*

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

More than a Civil Engineering Firm

May 6, 1998

Robert W. Lord, PE & LS, PP  
Raymond L. Worrell, II, PE & LS, PP  
Arnold W. Barnett, PE & LS

Norton N. Bonaparte, Jr., Manager  
Township of Willingboro  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

Thomas J. Miller, PE & PP  
Jeffrey S. Richter, PE & PP

Re: Change Order No. 1  
1997 Concrete Repairs Project  
Township of Willingboro  
LAWB file no. 97-39-33

John P. Augustino  
Stephen L. Berger  
Christopher J. Bouffard, PLS & PP

Dear Mr. Bonaparte:

Harry S. Dirkin  
Mark E. Malinowski, PE  
Ashvin G. Patel, PE  
Scott D. Taylor, CLA & PP

Enclosed please find three original copies of Change Order No. 1 for the 1997 Concrete Repairs Project. Change Order No. 1 adjusts the contract to as-built quantities, and has the effect of increasing the contract by \$3,643.80, or 3.9%.

Ordon L. Lenher, LS  
Theresa C. McGettigan, CLP  
Edwin R. Ruble, LS  
Surbachan Sethi, PE

During the course of construction on this project, there were several calls from residents concerning the need for concrete repairs, as well as several reports concerning necessary sidewalk and apron repairs from the Department of Public Works. These reports were investigated, and those found to be in need of immediate repair were addressed, thus the increase noted above.

Alfred L. Wright, PE & PP  
Gary Zube, LS

We would appreciate your placing this item on the earliest agenda for action by Council. Once Council has approved the Change Order and the Mayor executes it, one original copy of the document should be retained for your files, and the remaining two copies returned to this office.

Consultant  
Kenneth Anderson, PE & LS, PP

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

Very truly yours,  
LORD, ANDERSON, WORRELL, & BARNETT, INC.

*Carl A. Turner*  
Carl A. Turner, PE  
Willingboro Township Engineer

CAT: CJB: cjb  
Enclosures  
Cc: Rhoda Lichtenstadter, Township Clerk  
Usr\carl\may\concCO1 (98)



651 High Street, P. O. Box 68  
Burlington, New Jersey 08016

Change Order No. 1

Date April 23, 1998

Project No. 97-39-33

Contractor Paramount Enterprises, Inc.

1997 Concrete Repairs Project

Address P. O. Box 1505

Willingboro Township

Bellmawr, NJ 08031

Gentlemen:

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

Location and reason for changes.

*Adjustment to As-Built Quantities*

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>EXTRA</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
2.	6" Reinforced Concrete Sidewalk	54.6	SY	\$50.00	\$2,730.00
3.	6" Reinforced Concrete Driveway Aprons	208.1	SY	\$52.00	10,821.20
4.	Concrete Curb	68	LF	\$17.00	1,156.00
					<u>\$14,707.20</u>

REDUCTION

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	4" Concrete Sidewalk	246.7	SY	\$42.00	\$10,361.40
5.	4" Sidewalk with Gas Valve	15.3	SY	\$40.00	612.00
6.	Dense Graded Aggregate	3	CY	\$30.00	90.00
					<u>\$11,063.40</u>

Amount of Original Contract..... \$91,664.00

Amount of Contract Due  
to Previous Change Orders..... \_\_\_\_\_

Supplemental..... \_\_\_\_\_

Extra..... \$14,707.20

Reduction..... \$11,063.40

Adjusted Contract Amount..... \$95307.80

Change in Contract..... + 3.9%

Carl A. Turner 5/5/98  
Engineer Carl A. Turner, PE Date

Township of Willingboro  
Municipality

Dorothy S. Campbell  
Mayor Date

Paramount Enterprises, Inc.  
Contractor

X By [Signature]

X Title [Signature] 5/1/98 Date

RESOLUTION NO. 1998 - 75

A RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, N.J.S.A. 10:4-12.

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

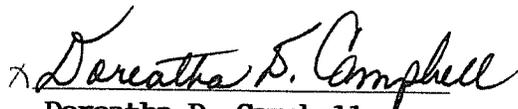
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

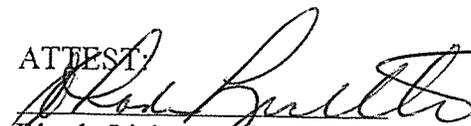
- (7) Matters relating to Litigation, Negotiations and:the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on May 19, 1998, that an Executive Session closed to the public shall be held on May 19, 1998, at 10:20p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

  
Doreatha D. Campbell  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

EXTRACT from the minutes of a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey held at the Municipal Complex, Willingboro, New Jersey on May 26, 1998, at 8:00 p.m.

PRESENT: AYRER, RAMSEY, STEPHENSON, JOHNSON, CAMPBELL

ABSENT: NONE

\* \* \* \* \*

CONS. JAMES AYRER introduced and moved the adoption of the following resolution and CONS. JEFFREY RAMSEY seconded the motion:

RESOLUTION NO. 1998 - 76

**RESOLUTION DETERMINING THE FORM AND OTHER  
DETAILS OF \$8,875,000 GENERAL IMPROVEMENT  
BONDS OF THE TOWNSHIP OF WILLINGBORO, IN THE  
COUNTY OF BURLINGTON, NEW JERSEY AND PROVIDING  
FOR THEIR SALE.**

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY AS FOLLOWS:

Section 1. The \$8,875,000 General Improvement Bonds of the Township of Willingboro, New Jersey, referred to and described in the resolution adopted by the Township Council pursuant to the Local Bond Law of the State of New Jersey on May 26, 1998 and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Township of Willingboro,

in the County of Burlington, New Jersey into a Single Issue of Bonds Aggregating \$8,889,730 in Principal Amount," shall be issued as General Improvement Bonds (the "Bonds"). The Bonds shall mature in the principal amounts on January 15 as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
1999	\$550,000	2005	\$750,000
2000	580,000	2006	785,000
2001	610,000	2007	825,000
2002	640,000	2008	870,000
2003	675,000	2009	915,000
2004	710,000	2010	965,000

The Bonds shall be subject to redemption prior to maturity in accordance with the terms of the Notice of Sale authorized herein. The Bonds shall be 12 in number, with one certificate being issued for each year of maturity, and shall be numbered R-1 to R-12, inclusive.

Section 2. The Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of Bonds maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository (the "Securities Depository"). The certificates will be on deposit with The Depository Trust Company. The Depository Trust Company will be responsible for maintaining a book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants will be responsible for maintaining records recording the beneficial ownership interests in

the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$1,000 or any multiple thereof (with a minimum purchase of \$5,000 required) through book-entries made on the books and the records of The Depository Trust Company and its participants.

The Bonds will bear interest payable semiannually on the fifteenth days of January and July in each year until maturity, commencing on January 15, 1999 at a rate or rates per annum, expressed in a multiple of 1/8 or 1/20 of 1% and proposed by the successful bidder in accordance with the Notice of Sale authorized herein. The principal of and the interest on the Bonds will be paid to the Securities Depository by the Township on the respective maturity dates and due dates and will be credited on the respective maturity dates and due dates to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of each next preceding January 1 and July 1 (the "Record Dates" for the Bonds). The Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer under the official seal (or facsimile thereof) affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Township Clerk. The following matters are hereby determined with respect to the Bonds:

Date of Bonds: June 15, 1998.

Interest Payment  
Dates: Each January 15 and July 15 until maturity, commencing on January 15, 1999.

Section 3. The Bonds shall be substantially in the following form with such additions, deletions and omissions as may be necessary for the Township to market the Bonds in accordance with the requirements of The Depository Trust Company:

  
\_\_\_\_\_  
DOREATHA D. CAMPBELL,  
MAYOR

ATTEST:

  
\_\_\_\_\_  
Rhoda Lichtenstadter, RMC  
Township Clerk

REGISTERED  
NUMBER R-

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF NEW JERSEY  
COUNTY OF BURLINGTON

TOWNSHIP OF WILLINGBORO

GENERAL IMPROVEMENT BOND

DATE OF ORIGINAL ISSUE:	MATURITY DATE:	RATE OF INTEREST PER ANNUM:	CUSIP:
6/15/98	1/15/___	_____ %	_____

TOWNSHIP OF WILLINGBORO, in the County of Burlington, New Jersey hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, which will act as Securities Depository, on the Maturity Date specified above, the principal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), and to pay interest on such sum from the Date of Original Issue of this bond until it matures at the Rate of Interest Per Annum specified above semiannually on the fifteenth days of January and July in each year until maturity, commencing on January 15, 1999. Interest on this bond will be paid to the Securities Depository by the Township of Willingboro and will be credited to the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of the January 1 and July 1 next preceding the date of such payments (the "Record Dates" for such payments). Principal of this bond, upon presentation and surrender to the Township will be paid to the Securities Depository by the Township and will be credited to the participants of The Depository Trust Company.

This bond is not transferable as to principal or interest except to an authorized nominee of The Depository Trust Company. The Depository Trust Company shall be responsible for maintaining the book-entry system for recording the interests of its participants or the transfers of the interests among its participants. The participants are responsible for maintaining records regarding the beneficial ownership interests in the bonds on behalf of individual purchasers.

The bonds of this issue maturing prior to January 15, 2007 are not subject to redemption prior to their stated maturities. The bonds of this issue maturing on or after January 15, 2007 are redeemable at the option of the Township in whole or in part on any date on or after January 15, 2006 upon notice as required herein at

par, plus in each case accrued interest to the date fixed for redemption.

Notice of Redemption shall be given by mailing by first class mail in a sealed envelope with postage prepaid to the registered owners of the bonds not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption. Such mailing shall be to the owners of such Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Township or a duly appointed Bond Registrar. Any failure of the depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Township determines to redeem a portion of the Bonds prior to maturity, the Bonds to be redeemed shall be selected by the Township; the Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If Notice of Redemption has been given as provided herein, the bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on the bonds after the date fixed for redemption and no further interest shall accrue beyond the redemption date.

This bond is one of an authorized issue of bonds issued pursuant to the Local Bond Law of the State of New Jersey, a resolution of the Township of Willingboro adopted May 26, 1998 and entitled, "Resolution Providing for the Combination of Certain Issues of General Improvement Bonds of the Township of Willingboro, in the County of Burlington, New Jersey into a Single Issue of Bonds Aggregating \$8,889,730 in Principal Amount," and the various bond ordinances referred to therein, each in all respects duly approved and published as required by law (the "Authorization Proceedings").

The full faith and credit of the Township of Willingboro are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the Township, is within every debt and other limit prescribed by such Constitution or statutes.

IN WITNESS WHEREOF, the TOWNSHIP OF WILLINGBORO has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual or facsimile signature of its Township Clerk, and this bond to be dated the Date of Original Issue as specified above.

TOWNSHIP OF WILLINGBORO

[SEAL]

By \_\_\_\_\_ (Facsimile) \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
Clerk

By \_\_\_\_\_ (Facsimile) \_\_\_\_\_  
Chief Financial Officer

Section 4. The Bonds shall be sold upon sealed proposals on Tuesday, June 9, 1998 at 11:00 a.m. at the Municipal Complex, 50 Salem Road, Willingboro, New Jersey in accordance with the Notice of Sale authorized herein. The Township Clerk is hereby directed to arrange for the publication of the Notice of Sale and the Summary Notice of Sale in the forms provided herein, such publications to be not less than seven days prior to the date of sale. The Notice of Sale shall be published in the Burlington County Times and the Summary Notice of Sale shall be published in the Bond Buyer, a financial newspaper published and circulating in the City of New York, New York. Pursuant to N.J.S.A. 40A:2-34, the Township Council of the Township hereby designates the Chief Financial Officer as financial officer to sell and to award the Bonds in accordance with the Notice of Sale authorized herein, and such financial officer shall report in writing the results of the sale to this Township Council as required by law.

Section 5. The Notice of Sale and the Summary Notice of Sale shall be substantially in the following forms with such additions, deletions and omissions as may be necessary for the Township to market the Bonds in accordance with the requirements of The Depository Trust Company:

TOWNSHIP OF WILLINGBORO

COUNTY OF BURLINGTON,

NEW JERSEY

NOTICE OF

\$8,875,000 GENERAL IMPROVEMENT BOND SALE

BOOK-ENTRY ONLY BONDS

BANK-QUALIFIED

CALLABLE

SEALED PROPOSALS will be received by the Chief Financial Officer of the Township of Willingboro, in the County of Burlington, New Jersey at the Municipal Complex, 50 Salem Road, Willingboro, New Jersey 08046 on Tuesday, June 9, 1998 until 11:00 a.m., at which time they will be publicly opened and announced for the purchase of the following Bonds of the Township dated June 15, 1998 and due (subject to prior redemption) on January 15 as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
1999	\$550,000	2005	\$750,000
2000	580,000	2006	785,000
2001	610,000	2007	825,000
2002	640,000	2008	870,000
2003	675,000	2009	915,000
2004	710,000	2010	965,000

All bidders for the Bonds must be participants of The Depository Trust Company, New York, New York or affiliated with its participants. The Bonds will be issued in the form of one certificate for the aggregate principal amount of the Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository (the "Securities Depository").

The Bonds will be dated June 15, 1998 and will bear interest at the rates per annum specified by the successful bidder therefor in accordance herewith, payable semiannually on the fifteenth days of January and July in each year until maturity, commencing on January 15, 1999, by payment of money to The Depository Trust Company or its authorized nominee. The Depository Trust Company will credit payments of principal of and interest on the Bonds to

the participants of The Depository Trust Company as listed on the records of The Depository Trust Company as of each next preceding January 1 and July 1, respectively (the "Record Dates").

The Bonds of this issue maturing prior to January 15, 2007 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after January 15, 2007 are redeemable at the option of the Township in whole or in part on any date on or after January 15, 2006 upon notice as required herein at par, plus in each case accrued interest to the date fixed for redemption.

Notice of Redemption shall be given by mailing by first class mail in a sealed envelope with postage prepaid to the registered owners of such Bonds not less than thirty (30) days, nor more than sixty (60) days prior to the date fixed for redemption. Such mailing shall be to the Owners of such Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Township or a duly appointed Bond Registrar. Any failure of the depository to advise any of its participants or any failure of any participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Township determines to redeem a portion of the Bonds prior to maturity, the Bonds to be redeemed shall be selected by the Township; the Bonds to be redeemed having the same maturity shall be selected by the Securities Depository in accordance with its regulations.

If Notice of Redemption has been given as provided herein, the bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption and no further interest shall accrue beyond the redemption date.

Each proposal submitted must name the rate or rates of interest per annum to be borne by the Bonds and the rate or rates named must be multiples of one-eighth or one-twentieth of one per centum. Not more than one rate may be named for Bonds of the same maturity. There is no limitation on the number of rates that may be named. If more than one rate of interest is named, no interest rate named for any maturity may be less than the interest rate named for any prior maturity. Each proposal submitted must state the principal amount of Bonds the bidder will accept which shall be all of the Bonds or any lesser amount that is a multiple of \$1,000 and the purchase price specified in the proposal must be not less than \$8,875,000. The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest net interest cost. Such net interest cost shall be computed, as to each bid, by adding to the total principal amount of Bonds bid for the total interest cost to maturity in accordance with such bid and by deduction therefrom of the amount of premium, if any, bid. No proposal shall be considered that offers to pay an amount less than the principal

amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest net interest cost to the Township under any legally acceptable proposal. The purchaser must also pay an amount equal to the interest on the Bonds accrued to the date of payment of the purchase price.

The right is reserved to reject all bids, and any bid not complying with the terms of this notice will be rejected.

Each bidder is required to deposit a certified, treasurer's or cashier's check payable to the order of the TOWNSHIP OF WILLINGBORO for \$177,500 drawn upon a bank or trust company, and such check must be enclosed with the proposal. When the successful bidder has been ascertained, all such deposits will be promptly returned to the persons making them, except the check of the successful bidder, which will be applied in part payment for the Bonds or to secure the Township from any loss resulting from the failure of the bidder to comply with the terms of its bid. Award of the Bonds to the successful bidder or rejection of all bids is expected to be made within two hours after opening of the bids, but such successful bidder may not withdraw its proposal until after 11:00 p.m. of the day of such bid-opening and then only if such award has not been made prior to the withdrawal.

The Bonds will be delivered on or about June 23, 1998 at the offices of the Township's Bond Counsel, McManimon & Scotland, L.L.C., Newark, New Jersey or at such other place as may be agreed upon with the successful bidder. PAYMENT FOR THE BONDS AT THE TIME OF ORIGINAL ISSUANCE AND DELIVERY SHALL BE BY WIRE IN IMMEDIATELY AVAILABLE FUNDS.

Each proposal must be enclosed in a sealed envelope and should be marked on the outside "Proposal for Bonds." If mailed, proposals should be addressed to or in care of the undersigned at the Municipal Complex, 50 Salem Road, Willingboro, New Jersey 08046.

The successful bidder may at its option refuse to accept the Bonds if prior to their delivery any change in the Internal Revenue Code of 1986, as amended (the "Code") shall provide that the interest thereon is taxable or shall be taxable at a future date for federal income tax purposes. In such case the deposit made by the successful bidder shall be returned and it will be relieved of its contractual obligations arising from the acceptance of its proposal.

It is anticipated that CUSIP identification numbers will be printed on the Bonds. The CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the purchaser.

The obligation hereunder to deliver and to accept the Bonds shall be conditioned on the availability and the delivery at the time of delivery of the Bonds of the approving opinion of the law firm of McManimon & Scotland, L.L.C., Newark, New Jersey, which will be furnished without cost to the successful bidder, such opinion to be substantially in the form set forth in the Official Statement distributed in preliminary form in connection with the sale of the Bonds and certificates in form satisfactory to that law firm evidencing the proper execution and delivery of the Bonds, the receipt of payment therefor, the compliance with the requirements of the Code necessary to preserve tax exemption and the absence of litigation pending or (to the knowledge of the signer or signers thereof) threatened affecting the validity of the Bonds. A copy of the approving opinion will appear on the Bonds.

The successful bidder will be required to certify the initial offering prices to the public (excluding bond houses and brokers) at which a substantial amount of the Bonds of each maturity were sold.

The Township has authorized the distribution of a preliminary official statement deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission. Final official statements will be delivered to the purchaser of the Bonds within the earlier of seven business days following the sale of the Bonds or to accompany the purchaser's confirmations that request payment for the Bonds.

The Bonds will be designated as "qualified tax-exempt obligations" for the purposes of Section 265(b)(3)(B)(ii) of the Code.

Joanne G. Diggs, Chief Financial Officer

SUMMARY NOTICE OF SALE

TOWNSHIP OF WILLINGBORO, IN THE  
COUNTY OF BURLINGTON, NEW JERSEY

\$8,875,000 GENERAL IMPROVEMENT BONDS

BOOK ENTRY ONLY BONDS  
BANK QUALIFIED  
CALLABLE

SEALED PROPOSALS will be received by the Chief Financial Officer of the Township of Willingboro, N.J. on Tuesday, June 9, 1998 until 11:00 a.m. for the purchase of the above Bonds of the Township dated June 15, 1998 and due (subject to prior redemption) on January 15 as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
1999	\$550,000	2005	\$750,000
2000	580,000	2006	785,000
2001	610,000	2007	825,000
2002	640,000	2008	870,000
2003	675,000	2009	915,000
2004	710,000	2010	965,000

The Bonds will be issued in book-entry form only, in the form of one certificate for the aggregate principal amount of the Bonds maturing in each year. The Bonds are redeemable at the option of the Township in accordance with the terms set forth in the full Notice of Sale. The Township will furnish Bonds and the approving legal opinion of McManimon & Scotland, L.L.C., Newark, N.J.

The Bonds will bear interest at the rates per annum in multiples of 1/8 or 1/20 of 1% (ascending rates and only one rate per maturity) specified by the successful bidder payable semiannually on January 15 and July 15 in each year until maturity, commencing on January 15, 1999. The Bonds will be awarded to the bidder on whose bid the total loan may be made at the lowest net interest cost in accordance with the terms set forth in the full Notice of Sale.

The full Notice of Sale, the Official Statement and bid forms are available by contacting Joanne G. Diggs, the Chief Financial Officer at the Municipal Complex, 50 Salem Road, Willingboro, N.J. 08046, (609) 877-2200.

Section 6. The Bonds shall have printed thereon a copy of the written opinion with respect to the Bonds that is to be rendered by the law firm of McManimon & Scotland, L.L.C.. The Clerk is hereby authorized and directed to certify the truth and the correctness of the copy of such opinion by executing on each of the Bonds by facsimile signature a certificate in form satisfactory to that law firm and to file a signed duplicate of such written opinion in the Clerk's office.

Section 7. The law firm of McManimon & Scotland, L.L.C. is authorized to arrange for the printing of the Bonds and the printing of the Official Statement to be prepared by the Township auditor. The law firm of McManimon & Scotland, L.L.C. is also authorized to arrange for the distribution of the Preliminary Official Statement on behalf of the Township to those financial institutions that customarily submit bids for such Bonds. The Township auditor is authorized to prepare the Official Statement necessary in connection with the issuance of the Bonds. The Mayor and the Chief Financial Officer are authorized to execute any certificates necessary in connection with the distribution of the Official Statement. Such Official Statement may be distributed in preliminary form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission on behalf of the Township by the Chief Financial Officer or by the Mayor. Final Official Statements shall be delivered to the purchaser of the Bonds within the earlier of seven business days following the sale of the Bonds

or to accompany the purchaser's confirmations that request payment for the Bonds.

Section 8. The Township hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Bonds, if necessary.

Section 9. The Chief Financial Officer is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with The Depository Trust Company, New York, New York, as may be necessary in order to provide that the Bonds will be eligible for deposit with The Depository Trust Company and to satisfy any obligation undertaken in connection therewith.

Section 10. In the event that The Depository Trust Company may determine to discontinue providing its service with respect to the Bonds or is removed by the Township and if no successor Securities Depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to Registered Bonds in denominations of \$5,000, or any integral multiple thereof. The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of the Registered Bonds. The Township shall be obligated to provide for the execution and delivery of the Registered Bonds in certified form.

Section 11. Solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the Bonds are not exempt from the Rule and provided that the Bonds are not exempt from the following requirements in accordance with paragraph (d) of the Rule, for so long as the Bonds remain outstanding (unless the Bonds have been wholly defeased), the Township shall provide for the benefit of the holders of the Bonds and the beneficial owners thereof:

(a) Not later than seven months after the end of the Township's fiscal year, beginning with the report for the fiscal year ending December 31, 1998, to each nationally recognized municipal securities information repository ("National Repository") and to the appropriate State information depository ("State Repository"), if any, annual financial information with respect to the Township consisting of the audited financial statements (or unaudited financial statements if audited financial statements are not then available, which audited financial statements will be delivered when and if available) of the Township and certain financial information and operating data consisting of (i) Township and overlapping indebtedness including a schedule of outstanding debt issued by the Township, (ii) the Township's most current adopted budget, (iii) property valuation information, and (iv) tax rate, levy and collection data. The audited financial information will be prepared in accordance with modified cash accounting as mandated by State of New Jersey statutory principles in effect from

time to time or with generally accepted accounting principles as modified by governmental accounting standards as may be required by New Jersey law;

(b) in a timely manner to each National Repository or to the Municipal Securities Rulemaking Board, and to the State Repository, if any, notice of the following events with respect to the Bonds, if material (herein "Material Events"):

- (1) Principal and interest payment delinquencies on the Bonds;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions or events affecting the tax-exempt status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities; and
- (11) Rating changes;

(c) in a timely manner to each National Repository or to the Municipal Securities Rulemaking Board, and to the State Repository, if any, notice of failure of the Township to provide required annual financial information on or before the date specified in this resolution.

Section 12. If all or any part of the Rule ceases to be in effect for any reason, then the information required to be provided under this resolution, insofar as the provision of the Rule no longer in effect required the provision of such information, shall no longer be required to be provided.

Section 13. The Chief Financial Officer shall determine, in consultation with Bond Counsel, the application of the Rule or the exemption from the Rule for each issue of obligations of the Township prior to their offering. Such officer is hereby authorized to enter into additional written contracts or undertakings to implement the Rule and is further authorized to amend such contracts or undertakings or the undertakings set forth in this resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule.

Section 14. In the event that the Township fails to comply with the Rule or the written contracts or undertakings specified in this resolution, the Township shall not be liable for monetary damages. The sole remedy is specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.

Section 15. This resolution shall take effect immediately.

The foregoing resolution was adopted by the following vote:

AYES: FIVE

NAYES: NONE

CERTIFICATE

I, Rhoda Lichtenstadter, Clerk of the Township of Willingboro, in the County of Burlington, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on May 26, 1998 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 26 day of May, 1998.

  
Rhoda Lichtenstadter, Clerk

[SEAL]

EXTRACT from the minutes of a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, New Jersey held at the Municipal Complex, Willingboro, New Jersey on May 26, 1998 at 8:00 p.m.

PRESENT: AYRER, RAMSEY, STEPHENSON, JOHNSON, CAMPBELL

ABSENT: NONE

\* \* \* \* \*

COUNCILMAN JAMES E. AYRER introduced and moved the adoption of the following resolution, and COUNCILMAN JEFFREY E. RAMSEY seconded the motion:

RESOLUTION No. 1998 - 77

RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF GENERAL IMPROVEMENT BONDS OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY INTO A SINGLE ISSUE OF BONDS AGGREGATING \$8,889,730 IN PRINCIPAL AMOUNT.

BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY AS FOLLOWS:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the Bonds of the Township of Willingboro, in the County of Burlington, New Jersey authorized pursuant to the bond ordinances of the Township heretofore adopted and described in Section 2 hereof shall be combined into a single and combined issue of General Improvement Bonds in the principal amount of \$8,889,730.

Section 2. The principal amount of Bonds authorized by each ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Bonds described by reference to the number, the improvement description and the date of adoption, and the period or average period of usefulness determined in each of the bond ordinances are respectively as follows:

Principal Amount of Bonds	Number of Ordinance	Description of Improvement and Date of Adoption of Ordinance	Useful Life
\$2,721,730	1998-5	Various capital improvements, finally adopted May 26, 1998	8.96 years
\$2,452,000	1997-2	Various capital improvements, finally adopted May 20, 1997	15 years
\$3,716,000	1996-2	Various capital improvements, finally adopted May 28, 1996	16.12 years
\$8,889,730			

Section 3. The following matters are hereby determined with respect to the combined issue of Bonds:

a. The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average period of usefulness therein determined, is not less than 13.62 years.

b. The Bonds of the combined issue shall be designated "General Improvement Bonds" and shall mature within the average period of usefulness herein determined.

c. The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law

applicable to the sale and the issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

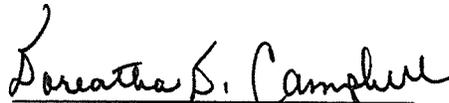
a. None of the Bonds described in Section 2 hereof has been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded and now remain in full force and effect as authorizations for the respective amounts of Bonds set opposite the descriptions of the bond ordinances in Section 2.

b. The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and are all purposes for which no deduction may be taken in any annual or supplemental debt statement.

Section 5. This resolution shall take effect immediately. The foregoing resolution was adopted by the following vote:

AYES: 5

NAYS: NONE

  
DOREATHA D. CAMPBELL,  
MAYOR

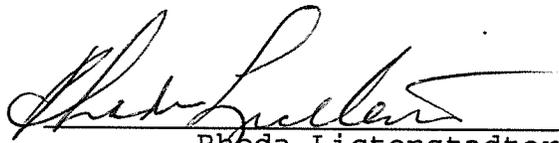
ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

CERTIFICATE

I, Rhoda Lichtenstadter, Clerk of the Township of Willingboro, in the County of Burlington, State of New Jersey, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the governing body of the Township duly called and held on May 26, 1998 has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Township this 26 day of May, 1998.

  
Rhoda Lichtenstadter, Clerk

[SEAL]

RESOLUTION NO. 1998 - 78

A RESOLUTION FOR THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO PROVIDING FOR AN EMERGENCY TEMPORARY APPROPRIATIONS FOR 1998.

WHEREAS, Willingboro Township Council, on the 1st day of January, 1998 did adopt a temporary budget appropriation resolution as provided by Revised Statute 40A:4-19; and

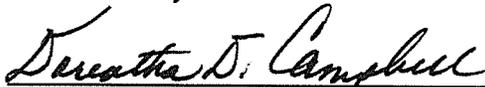
WHEREAS, under the provisions of 40A:4-20, Willingboro Township Council may, by Resolution adopted by a 2/3 vote of the full membership therefor, make an Emergency Temporary Appropriation for any purpose for which appropriations may lawfully be made for the period between the beginning of the current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

WHEREAS, it has been determined that additional monies will be necessary and these additional monies were not contained within the temporary budget appropriation adopted on January 1, 1998;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 26th day of May, 1998, with no less than 2/3 of the full membership present, that an Emergency Temporary Appropriation as provided by 40A:4-20 be made as follows:

Township Council	OE	4,000
Township Manager	OE	10,000
Receptionist/Comm.	OE	40,000
Finance	OE	49,000
Tax Collection	OE	1,000
Advisory Boards	OE	5,500
Police	OE	50,000
Refuse Collection	OE	120,000
Landfill	OE	180,000
Public Assistance	OE	2,000
Clean Communities	OE	2,000
Municipal Drug Alliance	OE	15,000
PERS Retirement	OE	5,000
Unemployment	OE	5,000
Handicapped Recreation Grant	OE	1,000
Total		\$489,500

Dated: 5/26/98

  
Doreatha D. Campbell, Mayor

ATTEST:



Rhoda Lichtenstadter, RMC  
Township Clerk

**WILLINGBORO TOWNSHIP  
INTEROFFICE MEMO**

**DATE:** May 26, 1998  
**TO:** Mr. Norton Bonaparte  
**FROM:** Joanne G. Diggs  
**SUBJECT:** Emergency Appropriation  
Resolutions for Bond Issue

An additional emergency appropriation to cover anticipated expenditures until budget approval is attached.

We are in the process of selling bonds to permanently finance the 1996, 1997 and 1998 capital ordinances. The resolutions were prepared by Bond Counsel and forwarded to the Clerk for action on May 26, 1998. It is important that action is taken immediately because we have a \$6,168,000 bond anticipation note due on June 26, 1998. The resolution for the sale of the bonds is \$14,760 less than the combined total of the ordinances because the bonds are best sold in \$25,000 blocks. The \$14,760 will be raised in the 1999 budget. For your information I have attached a copy of the letter from Ron Ianaole.

C. Rhoda Lichtenstadter

RESOLUTION NO. 1998 - 79

AWARD OF BID BOILER REPLACEMENT PROJECT.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a BOILER REPLACEMENT PROJECT; and

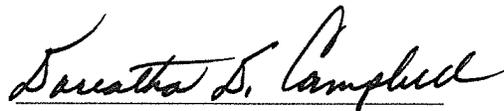
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of STOCKTON MECHANICAL CONTRACTORS, INC., of Northfield, N.J.; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this ~~16th~~ day of June, 1998, that the bid be accepted as per the attached bid return sheet and recommendation; and

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

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

  
Rhoda Lichtenstadter, RMC  
Township Clerk

CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

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

Stockton Mechanical Contractors  
Boiler Replacement Proj.

The money necessary to fund said contract is in the amount of \$ 75,500.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 040298 COP-<sup>CAP-98</sup>. These funds are not being certified as being available for more than one pending contract.

Joanne W. Diggs  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

**BID TABULATION SHEET**  
**BOILER REPLACEMENT PROJECT**  
**WILLINGBORO TOWNSHIP MUNICIPAL BUILDING**  
**LAWB FILE NO. 97-39-18**

<b>STOCKTON MECHANICAL CONTRACTORS, INC.</b> 700 BURTON ROAD NORTHFIELD, NJ					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UT PRICE</b>	<b>AMOUNT</b>
1	Boiler Replacement	1	LS	\$75,500.00	\$75,500.00
					\$75,500.00

<b>EAGLE CONSTRUCTION SERVICES, INC.</b> 1208 COLUMBUS ROAD, P. O. BOX E BURLINGTON, NJ					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UT PRICE</b>	<b>AMOUNT</b>
1	Boiler Replacement	1	LS	\$81,414.00	\$81,414.00
					\$81,414.00

<b>BUENA PLUMBING, INC.</b> P. O. BOX 338 BUENA, NJ					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UT PRICE</b>	<b>AMOUNT</b>
1	Boiler Replacement	1	LS	\$93,600.00	\$93,600.00
					\$93,600.00



More than a Civil Engineering Firm

To Council  
for action  
*[Signature]*

651 High Street  
Burlington, NJ 08016  
(609) 387-2800  
(Fax) 387-3009

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

Robert W. Lord, PE & LS, PP

#79

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

May 28, 1998

Thomas J. Miller, PE & PP

Jeffrey S. Richter, PE & PP

Norton N. Bonaparte, Jr., Township Manager  
Willingboro Township  
Municipal Bldg.  
One Salem Road  
Willingboro, NJ 08046

John P. Augustino

Stephen L. Berger

Christopher J. Bouffard, PLS & PP

Barry S. Dirkin

Mark E. Malinowski, PE

Shvin G. Patel, PE

Earl A. Turner, PE

Kevin J. Webb, PE

Re: Boiler Replacement Project  
Willingboro Municipal Complex  
LAWB File No. 97-39-18

Ronald J. DeFelicis, Jr., CLA

Dear Mr. Bonaparte:

Arden L. Lenher, LS

Theresa C. McGettigan, CLP

Edwin R. Ruble, LS

Harbachan Sethi, PE

Barry Zube, LS

I have received a copy of the letter of protest written by Mr. Aldo Falasca of Buena Plumbing and Heating dated May 26, 1998. I have reviewed the Contract Documents and in particular the Extended Warranty Section of the technical boilerplate. As a result of my review, I find no reason to halt the award of the contract.

Consultant

Kenneth Anderson, PE & LS, PP

Please note that the only items that were required for the determination of award of this contract were specifically stated on the checklist. The form referenced by Buena Plumbing (Extended Warranties) was neither mandated, required nor listed by the checklist. This is evident by the fact that Buena had to add this form to their submittal. In addition, the generic boilerplate specification from which it was derived states that the Warranty items are "add alternates" to the contract, if authorized in writing by the owner.

For the extended warranty to have been a determining factor in the award of the bid, it would have appeared on the Form of Proposal (Bid) page. I am attaching a Cost Proposal Page used for the Chiller Installation Project previously completed in which the extended warranty was considered.

Mr. Norton N. Bonaparte, Jr.

May 28, 1998

Page 2

Should you require a further explanation, please do not hesitate to contact me,

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT, INC.

A handwritten signature in cursive script that reads "Carl A. Turner". The signature is written in black ink and is positioned above the typed name.

Carl A. Turner, PE  
Willingboro Township Engineer

CAT/dmg

c: Rhoda Lichtenstadter, Township Clerk  
Harry McFarland, Director of Public Works & Recreation  
Peter Honeyford, P.E., PMH

CARL\MAY\PROTEST.DOC (98)

## FORM FOR PROPOSALS

For the Water Chiller Replacement Project, in the Township of Willingboro, Project No. 97-39-18.

To the Township Council of the Township of Willingboro:

The undersigned hereby declares that he has carefully examined the Advertisement, Proposal, Specifications, Plans, and forms for Contract and Bond for the Project above named; that he has carefully examined the site of the project and examined fully into the conditions, costs, expenses thereof; and that he will contract to carry out and complete said project as specified and delineated at the price per unit measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the lump sum bid stated by the undersigned in the Schedule of Prices is based on the estimated quantities and will control in the awarding of the Contract. It is further understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Specifications.

**TOWNSHIP OF WILLINGBORO  
 WATER CHILLER REPLACEMENT PROJECT  
 Project No. 97-39-18**

SCHEDULE OF PRICES				
ITEM	DESCRIPTION	QUANTITY	PRICE	AMOUNT
1	Water Chiller Replacement	1 LS		
<b>TOTAL LUMP SUM BASE BID</b>				

SCHEDULE OF PRICES FOR ALTERNATE ITEMS				
ITEM	DESCRIPTION	QUANTITY	PRICE	AMOUNT
1a	Service Contract, 2 <sup>nd</sup> Year	1 LS		
b	Service Contract, 3 <sup>rd</sup> Year	1 LS		
c	Service Contract, 4 <sup>th</sup> Year	1 LS		
d	Service Contract, 2 <sup>nd</sup> and 3 <sup>rd</sup> Years	1 LS		
e	Service Contract, 2 <sup>nd</sup> , 3 <sup>rd</sup> and 4 <sup>th</sup> Years	1 LS		
2	Restore Concrete Walkways	70 SY		

Note: Award of Alternate Items is not guaranteed

BIDDER'S LIST

Project Manual

Project Name Boiler Replacement Project

LAWB Manager Carl Turner  
~~Chris Bouffard~~

Project No. \_\_\_\_\_

Charge \$75.00

Owner Willingboro Municipal Complex

Date, Time and Location of Opening May 21, 1998 at 11:00 AM at Municipal Complex  
Clerk of Willingboro Township

10-46

1. Eagle Construction Services, Inc.  
Bidder Name  
1208 Columbus Rd., P.O. Box "E"  
Address  
Burlington, NJ 08016  
City, State, ZIP

Phone 239-8000 \$81,414  
Fax 239-8008  
A \_\_\_\_\_ B Y12

10-55

2. Buena Plumbing, Heating and Cooling  
Bidder Name  
P.O. Box 338  
Address  
Buena, NJ 08310  
City, State, ZIP

Phone 697-0700 \$93,600<sup>00</sup>  
Fax 697-4346  
A \_\_\_\_\_ B Y14 #16

3. Fox Heating, Inc  
Bidder Name  
Address  
City, State, ZIP

Phone 877-6657  
Fax \_\_\_\_\_  
A \_\_\_\_\_ B \_\_\_\_\_

OK 5/12 4/3

4. Stockton Mechanical Contractors  
Bidder Name  
Address  
City, State, ZIP

Phone 641-1978 \$75,500  
Fax \_\_\_\_\_  
A \_\_\_\_\_ B \_\_\_\_\_

5. \_\_\_\_\_  
Bidder Name  
Address  
City, State, ZIP

Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
A \_\_\_\_\_ B \_\_\_\_\_

6. \_\_\_\_\_  
Bidder Name  
Address  
City, State, ZIP

Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
A \_\_\_\_\_ B \_\_\_\_\_

7. \_\_\_\_\_  
Bidder Name  
Address  
City, State, ZIP

Phone \_\_\_\_\_  
Fax \_\_\_\_\_  
A \_\_\_\_\_ B \_\_\_\_\_



651 High Street  
Burlington, NJ 08016  
(609) 387-2800  
(Fax) 387-3009

*More than a Civil Engineering Firm*

June 2, 1998

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

Robert W. Lord, PE & LS, PP

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

Arnold W. Barnett, PE & LS

**Manager and Members of Township Council  
Township of Willingboro  
Municipal Building  
One Salem Road  
Willingboro, NJ 08046**

Thomas J. Miller, PE & PP

Jeffrey S. Richter, PE & PP

John P. Augustino

Stephen L. Berger

Christopher J. Bouffard, PLS & PP

Harry S. Dirkin

Mark E. Malinowski, PE

Shvin G. Patel, PE

Scott D. Taylor, CLA & PP

**Re: Recommendation of Award  
Boiler Replacement Project  
Municipal Building  
Willingboro Township  
LAWB file no. 97-39-18**

Dear Mr. Bonaparte and Members of Council:

Ordon L. Lenher, LS

Teresa C. McGettigan, CLP

Irwin R. Ruble, LS

Arbachan Sethi, PE

Fred L. Wright, PE & PP

Henry Zube, LS

Consultant

Kenneth Anderson, PE & LS, PP

Bids were received and publicly read on May 21, 1998 at 11:00 AM for the Boiler Replacement Project at the Municipal Building. The bids were received in the Municipal Building and later checked for completeness by this office.

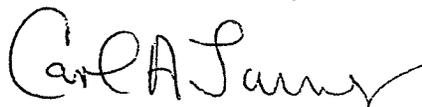
Having checked the bid packages for administrative completeness and found all packages to be in compliance with the Check List requirements, the packages were then forwarded to PMH Engineering, PC for a review of the technical aspects. I am enclosing herewith a letter outlining the results of their review.

Based on our review of the administrative completeness, and in accordance with the recommendations of PMH Engineering, PC, we hereby recommend that a contract in the amount of \$75,500.00 be awarded to Stockton Mechanical Contractors, Inc., 700 Burton Avenue, Northfield, NJ 08225 for the Boiler Replacement at the Municipal Building Project.

Manager and Members of Council  
June 2, 1998  
Page 2

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

Very truly yours,  
**LORD, ANDERSON, WORRELL, & BARNETT, INC.**



Carl A. Turner, PE  
Willingboro Township Engineer

Enclosure

CAT: CJB: cjb

Cc: Rhoda Lichtenstadter, Township Clerk  
Harry McFarland, Director of Public Works & Recreation  
Peter Honeyford, PE, PMH Engineering, PC

Usr\carl\june\Boileraward (98)

**PMH ENGINEERING, P.C.**  
1217B NORTH CHURCH STREET  
MOORESTOWN, NEW JERSEY 08057  
(609) 273-0554 • fax 273-7701

---

June 1, 1998

Carl Turner, PE  
Lord, Anderson, Worrell, Barnett  
651 High Street  
Burlington, NJ 08016

Re: Willingboro Municipal Complex  
Boiler Replacement Project  
PMH Project No.: 97289

Carl:

We are in receipt of your Bid Analysis letter dated May 21, 1998, and the attached bids. I have reviewed the attached bids. I concur that Stockton is the low bid. I have found no technical deficiencies in Stockton's bid. My recommendation is to award Stockton Mechanical this Boiler Replacement Contract.

Sincerely,



Peter M. Honeyford, PE  
Engineer

# KEARNS, VASSALLO, GUEST & KEARNS

ATTORNEYS



AT LAW

---

630 BEVERLY-RANCOCAS ROAD • WILLINGBORO, NJ 08046-3718

---

WILLIAM JOHN KEARNS, JR.  
JOHN F. VASSALLO, JR.  
BRIAN M. GUEST  
ELLEN B. KEARNS

609-877-6550

WILLIAM D. HILL - Of Counsel  
GEORGE E. WILSON\* - Of Counsel  
MARY P. McKEON STOSUY\*\* - Of Counsel

FAX 609-835-4646

\*Admitted in NJ, NY, PA  
\*\*Admitted in NJ, NY

June 15, 1998

The Honorable Doreatha D. Campbell  
The Honorable Lavonne Bebler Johnson  
The Honorable James E. Ayer  
The Honorable Jeffrey E. Ramsey  
The Honorable Paul L. Stephenson  
Willingboro Township Council  
Municipal Complex  
One Salem Road  
Willingboro NJ 08046

RE: Boiler Replacement Bids  
LO 98f15w LPCL/Boiler

Dear Council Members

At your request I have reviewed the specifications for the Boiler replacement bids along with the protest filed by the high bidder.

The essence of the protest is that the low bidder and the next low bidder did not submit quotations for Extended Warranties under the provisions of §1.4 of the specifications prepared by PMH Engineering and found on page 01740-2 of the specifications. That provision reads as follows:

- A. Provide full coverage warranty to extend for additional time after initial substantial completion. these are add alternates to the contract if authorized in writing by the owner:

The provision called for extended warranty quotations for 2, 3, 4 and 5 years.

Willingboro Township Council  
RE: Boiler Replacement Bids  
LO 98f15w LPCL/Boiler  
June 15, 1998  
Page 2.

There was no provision on the bid return sheet to provide that quotation and the extended warranty provision was not included on the checklist provided to bidders.

According to the Township Engineer there was no intention to request extended warranty quotations, notwithstanding the section of the bid specifications which appears to call for those quotations as an alternate to be exercised at the option of the owner [Township].

The General Conditions established for the bidding include a provision, in §1.2.1 which states that “. . . Bids are requested on the item(s) stated in the form of proposal for the Project. . . .”

The warranty provision was not included in the form of proposal for the project, so there was no requirement that the bidders provide that quotation.

I have expressed to the Township Manager and the Township Engineer a concern that the inclusion of language in bid specifications without some specific instruction as to which provisions are not applicable can lead to misunderstandings and confusion. The better procedure is to have an addendum to all specifications which clearly instructs bidders that “The following general conditions are not applicable to this bid request and should be ignored by the bidder: “

That is especially true since the standard general conditions used by the Engineer include many provisions which apply to road construction contracts and are totally inapplicable to a bid for non-road projects.

Compliance with the Local Public Contract Law is becoming increasingly complex and there is, in my opinion, a need to have a central official of the Township responsible for the review of all specifications and bids and the supervision of all purchases to obtain consistency in the administration of purchases and contracting by the Township.

I have previously recommended that the Township Council seriously consider the establishment of the position of Purchasing Agent for the Township and that we have that individual properly trained and responsible for the supervision of all contracting and purchasing.

In more and more instances unsuccessful bidders are resorting to litigation to challenge bid awards on the basis of technical compliance with the Local Public Contracts Law. It is important, therefore, that the bidding process and documents be reviewed in advance by someone with training in compliance with the Local Public Contracts Law.

Willingboro Township Council  
RE: Boiler Replacement Bids  
LO 98f15w LPCL/Boiler  
June 15, 1998  
Page 3.

In some municipalities that review process is performed by the Purchasing Agent. In other municipalities that review process is performed by the Municipal Attorney. In many municipalities the review process is performed only on a case-by-case basis when there is some objection or protest arising out of the bidding process.

Unfortunately, when bid problems are reviewed only after the fact, it is very possible that an important project will be delayed while the project is re-bid or the bid will have to be awarded to someone other than the low bidder.

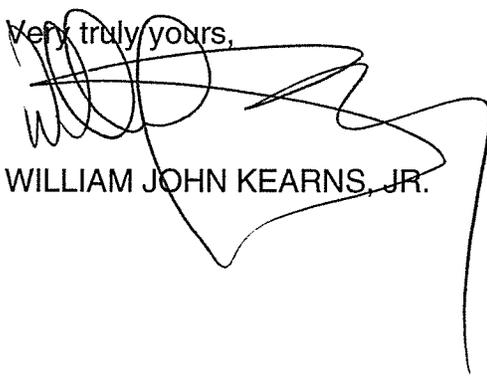
For your information, there are a number of very important changes about to be made to the Local Public Contract Law. The proposed legislation, prepared in a joint effort by the Department of Community Affairs, the Department of Law and sponsored by Assemblyman Joseph Malone and Assemblywoman Rose Marie Heck is encompassed in A-30, a 110 page revision to the Local Public Contract Law, the Public Schools Contract Law and the County College Contracts Law which is designed to bring some uniformity to the provisions.

One of the important provisions in the proposed amendments will be an increased bid threshold for those municipalities which have a duly appointed purchasing agent.

Another critical provision will require the award of bids once they are received and will limit the ability to reject all bids except where the bids received substantially exceed the cost estimates for the goods or services or substantially exceeds the appropriation for the goods and services or where the project is abandoned or where there is to be a substantial revision of the specifications.

I am in the process of a detailed review of A-30 and will share my review and comments with you as soon as I have completed the process.

Very truly yours,



WILLIAM JOHN KEARNS, JR.

WJK:mmi

RESOLUTION NO. 1998 - 80

AWARD OF BID ROOF REPLACEMENT  
PROJECT.

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a ROOF REPLACEMENT PROJECT; and

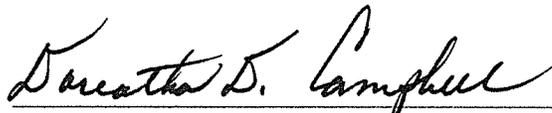
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of JACKSON ROOFING, COMPANY, INC., Newark, New Jersey; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this ~~16th~~ day of June, 1998, that the bid be accepted as per the attached bid return sheet and recommendations; and

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

  
DOREATHA D. CAMPBELL  
MAYOR

ATTEST:

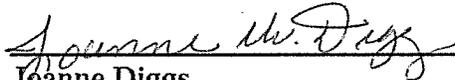
  
Rhoda Lichtenstadter, RMC  
Township Clerk

CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

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

JACKSON ROOFING COMPANY, INC  
~~COMMERCIAL ROOFING ANALYSTS, INC~~  
Roof Replacement Proj.

The money necessary to fund said contract is in the amount of \$ 113,000.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 640298 COP <sup>CAP 9 F</sup>. These funds are not being certified as being available for more than one pending contract.

  
\_\_\_\_\_  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

**BID TABULATION SHEET  
 ROOF REPLACEMENT PROJECT  
 WILLINGBORO TOWNSHIP MUNICIPAL BUILDING  
 LAWB FILE NO. 97-39-19**

<b>JACKSON ROOFING CO., INC.</b>	
110 PARIS STREET	
NEWARK, NJ 07105	

ITEM	DESCRIPTION	QTY	UNIT	UT. PRICE	AMOUNT
1	ROOF REPLACEMENT	1	LS	\$113,000.00	\$113,000.00
2	REMOVAL AND REPLACEMENT OF TREATED WOOD NAILER				
A	2" X 4"	0	LF	\$10.00	\$0.00
B	2" X 6"	0	LF	\$12.00	\$0.00
C	2" X 8"	0	LF	\$12.50	\$0.00
D	2" X 10"	0	LF	\$13.00	\$0.00
					<b>\$113,000.00</b>

<b>L. R. WATTS &amp; SONS ROOFING, INC.</b>	
919 STATE STREET	
PERTH AMBOY, NJ	

ITEM	DESCRIPTION	QTY	UNIT	UT. PRICE	AMOUNT
1	ROOF REPLACEMENT	1	LS	\$139,179.00	\$139,179.00
2	REMOVAL AND REPLACEMENT OF TREATED WOOD NAILER				
A	2" X 4"	0	LF	\$3.75	\$0.00
B	2" X 6"	0	LF	\$4.00	\$0.00
C	2" X 8"	0	LF	\$4.45	\$0.00
D	2" X 10"	0	LF	\$4.92	\$0.00
					<b>\$139,179.00</b>

<b>STATEWIDE FIRE RESTORATION, INC</b>	
1010 GARY AVENUE	
VINELAND, NJ	

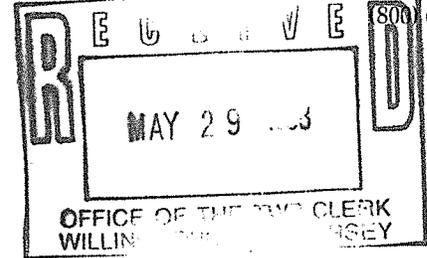
ITEM	DESCRIPTION	QTY	UNIT	UT. PRICE	AMOUNT
1	ROOF REPLACEMENT	1	LS	\$223,000.00	\$223,000.00
2	REMOVAL AND REPLACEMENT OF TREATED WOOD NAILER				
A	2" X 4"	0	LF	\$4.25	\$0.00
B	2" X 6"	0	LF	\$5.10	\$0.00
C	2" X 8"	0	LF	\$5.90	\$0.00
D	2" X 10"	0	LF	\$6.75	\$0.00
					<b>\$223,000.00</b>

May 28, 1998

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
800 640-8921

Richard W. Lord, PE & LS, PP  
Donald L. Worrell, II, PE & LS, PP  
Richard W. Barnett, PE & LS

**Manager and Members of Township Council  
Township of Willingboro  
Municipal Building  
One Salem Road  
Willingboro, NJ 08046**



Thomas I. Miller, PE & PP  
Robert S. Richter, PE & PP

Joseph E. Augustino  
Stephen L. Berger  
Christopher J. Bouffard, PLS & PP  
Robert S. Dirkin  
Robert E. Malinowski, PE  
Vincent G. Patel, PE  
Richard D. Taylor, CLA & PP

Re: Recommendation of Award  
Roof Replacement Project  
Municipal Building  
Willingboro Township  
LAWB file no. 97-39-19

*CAP-98  
#04029800P*

Dear Mr. Bonaparte and Members of Council:

John L. Lenher, LS  
Christina C. McGettigan, CLP  
William R. Ruble, LS  
Prachan Sethi, PE  
Richard J. Wright, PE & PP  
Robert Zube, LS

Bids were received and publicly read on May 21, 1998 at 9:00 AM for the Roof Replacement Project at the Municipal Building. The bids were received in the Municipal Building and later checked for completeness by this office.

Having checked the bid packages for administrative completeness and found all packages to be in compliance with the Check List requirements, the packages were then forwarded to Commercial Roofing Analysts, Inc. for a review of the technical aspects. I am enclosing herewith a letter outlining the results of their review.

Based on our review of the administrative completeness, and in accordance with the recommendations of Commercial Roofing Analysts, Inc., we hereby recommend that a contract in the amount of \$113,000.00 be awarded to Jackson Roofing Company, Inc., 110 Paris Street, Newark, NJ 07105 for the Roof Replacement at the Municipal Building Project.

Manager and Members of Council  
May 28, 1998  
Page 2

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

Very truly yours,  
**LORD, ANDERSON, WORRELL, & BARNETT, INC.**

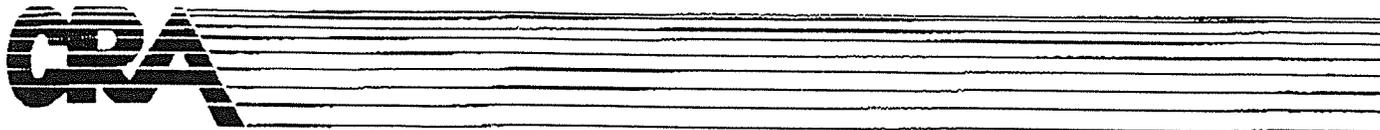


Carl A. Turner, PE  
Willingboro Township Engineer

Enclosure

CAT: CJB: cjb  
Usr\carl\may\Roofaward (98)

Cc: Rhoda Lichtenstadter, Township Clerk  
Harry McFarland, Director of Public Works & Recreation  
Richard Nephew, Commercial Roofing Analysts, Inc.



**COMMERCIAL ROOFING ANALYSTS, INC.**

984 Fuller Road, Peru, N.Y. 12972  
518 / 643-7826

Date: May 22, 1998

Lord Anderson Worrell & Barnett, Inc.  
651 High Street  
Burlington, NJ 08016

Re: Review Bid Documents  
Roof Replacement  
Municipal Complex  
Willingboro Township

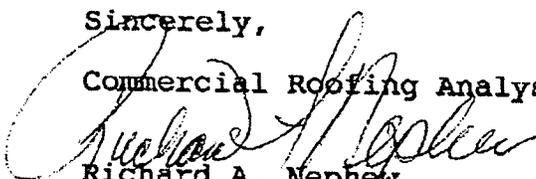
Dear Mr. Turner

After reviewing the bid documents from all proposed bidders, CRA, Inc. found all in order and recommend award to low bidder.

Jackson Roofing Co, Inc.	\$ 113,000.00
110 Paris St.	
Newark, NJ 07105	

Sincerely,

Commercial Roofing Analyst, Inc.

  
Richard A. Nephew



*To Council  
for action*

651 High Street  
Burlington, NJ 08016  
(609) 387-2800  
(Fax) 387-3009

More than a Civil Engineering Firm

May 28, 1998

1717 Swede Road  
Suite 102  
Blue Bell, PA 19422  
(800) 640-8921

Robert W. Lord, PE & LS, PP  
Raymond L. Worrell, II, PE & LS, PP  
Arnold W. Barnett, PE & LS  
Thomas J. Miller, PE & PP  
Jeffrey S. Richter, PE & PP

**Manager and Members of Township Council  
Township of Willingboro  
Municipal Building  
One Salem Road  
Willingboro, NJ 08046**

John P. Augustino  
Stephen L. Berger  
Christopher J. Bouffard, PLS & PP  
Barry S. Dirkin  
Mark E. Malinowski, PE  
Shvin G. Patel, PE  
Scott D. Taylor, CLA & PP

**Re: Recommendation of Award  
Roof Replacement Project  
Municipal Building  
Willingboro Township  
LAWB file no. 97-39-19**

#80

Dear Mr. Bonaparte and Members of Council:

Bids were received and publicly read on May 21, 1998 at 9:00 AM for the Roof Replacement Project at the Municipal Building. The bids were received in the Municipal Building and later checked for completeness by this office.

Having checked the bid packages for administrative completeness and found all packages to be in compliance with the Check List requirements, the packages were then forwarded to Commercial Roofing Analysts, Inc. for a review of the technical aspects. I am enclosing herewith a letter outlining the results of their review.

Based on our review of the administrative completeness, and in accordance with the recommendations of Commercial Roofing Analysts, Inc., we hereby recommend that a contract in the amount of \$113,000.00 be awarded to Jackson Roofing Company, Inc., 110 Paris Street, Newark, NJ 07105 for the Roof Replacement at the Municipal Building Project.

Consultant  
Kenneth Anderson, PE & LS, PP

Manager and Members of Council  
May 28, 1998  
Page 2

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

Very truly yours,  
**LORD, ANDERSON, WORRELL, & BARNETT, INC.**



Carl A. Turner, PE  
Willingboro Township Engineer

Enclosure

CAT: CJB: cjb  
Usr\carl\may\Roofaward (98)

Cc: Rhoda Lichtenstadter, Township Clerk  
Harry McFarland, Director of Public Works & Recreation  
Richard Nephew, Commercial Roofing Analysts, Inc.

**COMMERCIAL ROOFING ANALYSTS, INC.**

984 Fuller Road, Peru, N.Y. 12972  
518 / 643-7826

Date: May 22, 1998

Lord Anderson Worrell & Barnett, Inc.  
651 High Street  
Burlington, NJ 08016

Re: Review Bid Documents  
Roof Replacement  
Municipal Complex  
Willingboro Township

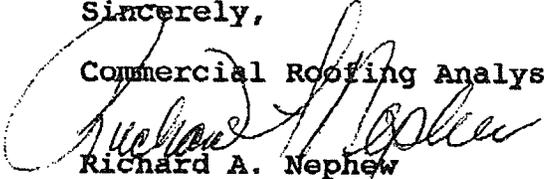
Dear Mr. Turner

After reviewing the bid documents from all proposed bidders, CRA, Inc. found all in order and recommend award to low bidder.

Jackson Roofing Co, Inc.	\$ 113,000.00
110 Paris St.	
Newark, NJ 07105	

Sincerely,

Commercial Roofing Analyst, Inc.

  
Richard A. Nephew

# KEARNS, VASSALLO, GUEST & KEARNS

ATTORNEYS **KVGGK** AT LAW

---

630 BEVERLY-RANCOCAS ROAD • WILLINGBORO, NJ 08046-3718

---

WILLIAM JOHN KEARNS, JR.  
JOHN F. VASSALLO, JR.  
BRIAN M. GUEST  
ELLEN B. KEARNS

609-877-6550

WILLIAM D. HILL - Of Counsel  
GEORGE E. WILSON\* - Of Counsel  
MARY P. McKEON STOSUY\*\* - Of Counsel

FAX 609-835-4646

\*Admitted in NJ, NY, PA  
\*\*Admitted in NJ, NY

June 15, 1998

The Honorable Doreatha D. Campbell  
The Honorable Lavonne Bebler Johnson  
The Honorable James E. Ayrer  
The Honorable Jeffrey E. Ramsey  
The Honorable Paul L. Stephenson  
Willingboro Township Council  
Municipal Complex  
One Salem Road  
Willingboro NJ 08046

RE: Roofing Installation Warranty  
LO 98f15w Warranty

Dear Council Members

At your request I have reviewed the warranty provided by U.S. Intec, Inc., the manufacturer of the roofing material to be used on the roof of the Municipal Complex.

In addition, you have been provided with a copy of the report of the Township Engineer on the warranty and a copy of the warranty.

The specific question raised at the Council meeting was whether the terms of the warranty prohibit our access to the roof.

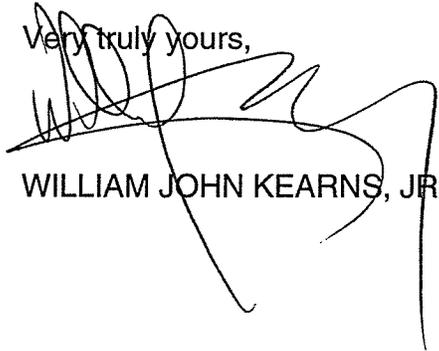
The warranty does not bar our access to the roof, but it clearly provides in § (6) of the exclusions that the warranty does not cover "Damage resulting from any new installations on or through the Intec membrane or from traffic of any nature on the roof."

Willingboro Township Council  
RE: Roofing Installation Warranty  
LO 98f15w Warranty  
June 15, 1998  
Page 2.

Accordingly, it would be wise to limit "traffic" on the roof to necessary inspections and emergency situations and not to use the roof as a staging area for events, such as it was used many years ago for the "arrival" of Santa Claus.

I trust that this provides the information requested by the Council.

Very truly yours,

A handwritten signature in black ink, appearing to read 'W. J. Kearns, Jr.', written over the typed name below.

WILLIAM JOHN KEARNS, JR.

WJK:mmi

cc: Norton N. Bonaparte, Jr.  
Carl E. Turner, P.E.