

RESOLUTION NO. 2010 - 118

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2009 has been filed by a Registered Municipal Accountant with the Willingboro Township Municipal Clerk, as per the requirements of N.J.S.A. 40A:5-6 and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Findings and Questioned Costs" or "Findings and Recommendations"; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections entitled "Findings and Questioned Costs" or "Findings and Recommendations", as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6-5; and


WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

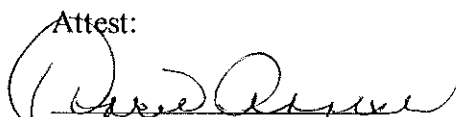
R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction may be fined not more than one thousand dollars (\$1,000) or imprisoned for not more than one year or both, in addition shall forfeit his office."

Resolution No. 2010 – 118 cont'd. .

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro, assembled in public session this 24th day of August, 2010, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.


Eddie Campbell, Jr., Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon	✓			
Dep. Mayor Jennings	✓			
Mayor Campbell	✓			

NO PHOTOCOPIES OF SIGNATURES





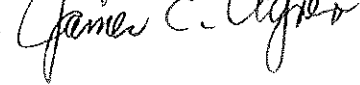
GROUP AFFIDAVIT FORM

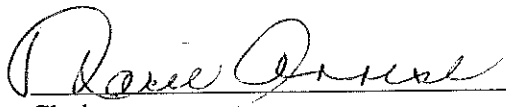
CERTIFICATION OF GOVERNING BODY

STATE OF NEW JERSEY
COUNTY OF CAMDEN

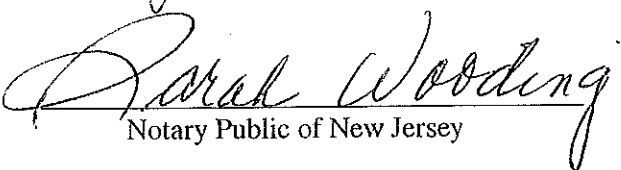
We, members of the governing body of the **TOWNSHIP OF WILLINGBORO** in the County of **BURLINGTON** being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the COUNCIL of the TOWNSHIP OF **WILLINGBORO** in the county of **BURLINGTON**.
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2009.
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled FINDINGS AND RECOMMENDATIONS OR FINDINGS AND QUESTIONED COSTS:

(L.S.) 	(L.S.)
(L.S.) 	(L.S.)
(L.S.) 	(L.S.)
(L.S.) 	(L.S.)
(L.S.) 	(L.S.)


Clerk

Sworn to and subscribed before
me this 24th day of
August, 2010.


Notary Public of New Jersey

SARAH WOODING
NOTARY PUBLIC OF NEW JERSEY
COMMISSION EXPIRES MARCH 31, 2014

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

**CORRECTIVE ACTION PLAN
YEAR ENDING DECEMBER 31, 2009**

Finding No. 2009-1

Condition:

We found that the capital asset record maintained by the Township does not accurately reflect the true activity of the Township's assets.

Analysis:

The fixed asset record is maintained by the Purchasing Department with support and cooperation of all other departments. In 2009 there were changes in personnel and many building renovations which resulted in property being reassigned, sold, or placed in surplus. Although all items mentioned were located and identified, the report was not adequately updated. Due to budget restraints we were not able to assign personnel to solely monitor fixed assets.

Corrective Action:

Written procedures with detailed information of how to add, delete, reassign and request permission for disposal of property has been issued to all departments. The Purchasing Department will systematically review the existing report to verify accuracy of current items listed.

Finding No. 2009-2

Condition:

The Township did not maintain adequate oversight over the monitoring of purchases subject to Local Public Contracts Law. As a result of the inadequate oversight we found four errors out of the eight contracts we tested.

Analysis:

The Township publically advertised a contract for leaf disposal in which there were no bidders. The Township then obtained quotes for the service and granted the contract to the lowest quote. It is our understating now that we should have advertised a second time before granting the contract based on quotes.

The second item was a clerical error in which a clerk erroneously returned bid packages to disqualified bidders while mailing their performance bonds.

The third item violated the Pay to Play rule by going over the bid threshold with one vendor. The accumulation of purchases from various departments exceeded the vendor threshold which is monitored by the Purchasing department.

The last item was that the Township improperly awarded a professional service contract as a change order. The resolution was intended to amend the contract for additional services not previously in the scope of work that was originally ordered.

Corrective Action:

Accounting software has been implemented to notify the Purchasing Department when vendors approach the bid threshold. We are now aware of options/requirements in these instances and will follow N.J.S.A. 40A:11-1 through 51 accordingly.



TOWNSHIP OF WILLINGBORO

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

September 17, 2010

Director
Division of Local Government Services
CN 803
Trenton, New Jersey 08625

Dear Sir/Madam:

Attached please find the following documents:

1. Copy of Proof of Publication – Summary of 2009 Report of Audit (published September 7, 2010).
2. Certified copy of Resolution No, 2010 – 118 accepting audit report along with the original group affidavit.
3. Copy of Corrective Action Plan.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

Att.
/ma

✓

RESOLUTION NO. 2010 - 119
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 24th day of August, 2010, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 5 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

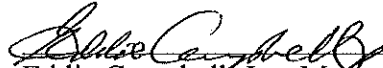
1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
 3. Any material the disclosure of which constitutes an unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
 4. 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.
 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
 - ✓ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.
-

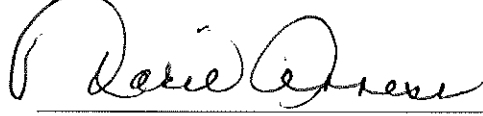
- 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension or loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to PERSONNEL & CONTRACT NEGOTIATIONS

BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

TOWNSHIP OF WILLINGBORO


 Eddie Campbell, Jr., Mayor

Attest:

 Marie Annese, RMC
 Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

8/24/10

Res No 2010 - 121

CERT. OF COMPLETION
TOWN CENTER / STANZ

Held

Done 9/28/10

RESOLUTION NO. 2010 – 120
A RESOLUTION REJECTING BIDS SUBMITTED FOR
NEIGHBORHOOD STABILIZATION PROGRAM BIDS

WHEREAS, the Township Council of the Township of Willingboro requested that separate bids be submitted for the Construction and renovation of the each following properties; and

WHEREAS, sealed bids were received, on 5th day of August 2010 for the renovation and rehabilitation of the following individual properties:

- 45 Bosworth Lane
- 14 Randolph Place
- 18 Flintrock Lane
- 60 Budhollow Drive

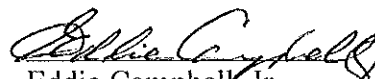
WHEREAS, the Township Council of the Township of Willingboro has determined that it is in its best interest to reject all bids due to the need for significant and material changes required to be made to the Bid Submission checklist after the notice to bidders was advertised, after a pre-bid conference was held and after the bids were submitted and opened; and

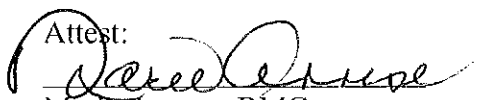
WHEREAS, it appears to be in the best interest of the Township of Willingboro to reject all bids submitted, in accordance with N.J.S.A. 40A:11-13.2, whereby a contracting unit may reject all bids; and

WHEREAS, in order to continue to maintain the integrity of the bid process, when a subsequent request for proposal (RFP) is advertised, the Clerk is directed to see that each prospective bidder receives a copy of the RFP with any addenda.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 24th day of August, 2010, that all the requests for bids for the Neighborhood Stabilization program for the properties herein listed are hereby cancelled and /or rejected and shall be returned to the bidders unopened by the Clerk,

BE IT FURTHER RESOLVED that a copy of this resolution shall be provided to the bidders for their information and attention.


Eddie Campbell, Jr.
Mayor

Attest:

Marie Anese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayers	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

CERTIFICATION

I, Marie Annese, hereby certify as follows:

1. I am the Clerk of the Township of Willingboro, Burlington County, New Jersey and am personally familiar with the facts herein.

2. I received separate sealed bids on August 5, 2010 from the following vendors for the NSP properties:

Bid for NSP property #1

Bidders: in no particular order

- (1) Panterelli Homes
- (2) Crest Construction
- (3) Solar World
- (4) Twin Hills Management
- (5) JH Williams

Bids for NSP property #2

Bidders: in no particular order

- (1) Panterelli Homes
- (2) Crest Construction
- (3) Solar World
- (4) Twin Hills Management
- (5) JH Williams

Bids for NSP property #3

Bidders: in no particular order

- (1) Panterelli Homes
- (2) Crest Construction
- (3) Solar World
- (4) Twin Hills Management
- (5) JH Williams

Bids for NSP property #4

Bidders: in no particular order

- (1) Grace Brothers
- (2) Crest Construction
- (3) Solar World
- (4) Twin Hills Management
- (5) JH Williams

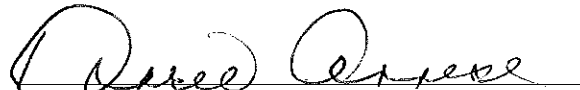
3. The Township of Willingboro has determined that it is in its best interest to reject and return the bids based upon material changes required to be made to the Bid Submission checklist after the notice to bidders was advertised.

4. All bidders were subsequently made aware of the material changes that were required in the Bid Submission Checklist.

5. ~~N/A~~ The sealed bids have been returned to the vendors via U.S. Mail return receipt requested.

6. I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated July 24, 2010


Marie Annese, RMC, Clerk
Township of Willingboro

* * * Communication Result Report (Aug. 25. 2010 11:28AM) * * *

}}}

Date/Time: Aug. 25. 2010 11:27AM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
4285	Memory TX	3711776	P. 4	OK	

Reason for error
 M. 1) Hang up or line fail
 M. 3) No answer
 M. 5) Exceeded max. E-mail size
 E. 2) Busy
 E. 4) No facsimile connection

WILLINGBORO TOWNSHIP
ONE SALEM ROAD, WILLINGBORO, N.J. 08046
 Phone No. (609) 877-2200 Fax No. (609) 877-1278

TELEFAX COVER SHEET

TO: Carina Darkula
 COMPANY: CGP + H
 DATE: 8/25/10
 TO FAX NO. 609-371-1776

FROM: Marie A. EXT. 1028 PAGES
 SUBJECT: Res. 2010-120 Rejecting Bids

Notification to Bidders must go
to Certified-Renew Receipt

FOR YOUR INFORMATION PLEASE RESPOND

THANK YOU.

Marie Annese

From: Corinne Markulin [corinne@cgph.net]
Sent: Friday, August 20, 2010 5:26 PM
To: Michael Armstrong (maa@armstronglawfirm.com); Cristal Holmes-Bowie (chb@armstronglawfirm.com); amannese@willingborotwp.org
Cc: Patty Conrad (pconrad@willingborotwp.org)
Subject: Bids rejection letter for August 5th Bid Openings
Attachments: image002.jpg; NSP bid recommendation_001.pdf

Marie,

Per your instructions, attached are letters for each NSP property from the August 5th bid opening whereas the recommendation (supported by research from Armstrong's office) is to reject all bids and place out for rebid since the public works contractor registration requirement wasn't specified in the public bid package. I also included one letter for all properties by chance it can go through as one resolution but to my understanding, each job has to be separate. Please let me know if you need any support documentation. Thanks Marie for getting the addendum notices in the newspaper.

Cristal, thank you for all your assistance today.

I believe the three of us accomplished a lot today as a team.

Regards and best wishes for a wonderful weekend for all.

Corinne

Corinne Markulin
Housing Production Manager
corinne@cgph.net
609 371 1937 ext. 20
569 Abbington Drive
East Windsor, NJ 08520
www.cgph.net Fax 609 371 1776



From: Karen Ambrose
Sent: Friday, August 20, 2010 4:56 PM
To: Corinne Markulin
Subject: Document from CGP&H



CGP&H

Community Grants, Planning & Housing
Good People. Great Results.™

569 Abbington Drive, East Windsor, NJ 08520
www.cgph.net 609 371 1937 Fax: 609 371 1776

August 20, 2010

Mayor and Council of the Township of Willingboro

Township of Willingboro
1 Salem Road
Willingboro, NJ 08046

Re: Results of the August 5, 2010 Bid Opening for NSP rehabilitation jobs at:

18 Flintrock Lane
60 Budhollow Drive
14 Randolph Place
45 Bosworth Lane

Dear Mayor and Council of Willingboro Township:

The work was placed out to bid. Bids were opened on August 5, 2010 and reviewed subsequent to the bid opening. It was discovered that N.J.S.A 34:11-56.48 Public Works Contractor Registration requirement was not specified in the public bid package. As a result, not all of the contractors were aware to become registered. Upon research with the Township's attorney, it is our recommendation to reject all bids and place the work out for rebid to include the Public Works Contractor Registration requirement.

Sincerely,

Corinne Markulin
CGP&H on behalf of Willingboro Neighborhood Stabilization Program.



CGP&H

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569 Abbington Drive, East Windsor, NJ 08520
www.cgph.net 609 371 1937 Fax: 609 371 1776

August 20, 2010

Mayor and Council of the Township of Willingboro

Township of Willingboro
1 Salem Road
Willingboro, NJ 08046

Re: Results of the August 5, 2010 Bid Opening for NSP rehabilitation jobs at 18 Flintrock Lane

Dear Mayor and Council of Willingboro Township;

The work was placed out to bid. Bids were opened on August 5, 2010 and reviewed subsequent to the bid opening. It was discovered that N.J.S.A 34:11-56.48 Public Works Contractor Registration requirement was not specified in the public bid package. As a result, not all of the contractors were aware to become registered. Upon research with the Township's attorney, it is our recommendation to reject all bids and place the work out for rebid to include the Public Works Contractor Registration requirement.

Sincerely,

Corinne Markulin
CGP&H on behalf of Willingboro Neighborhood Stabilization Program.



CGP&H

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569 Abbington Drive, East Windsor, NJ 08520
www.cgph.net 609 371 1037 Fax: 609 371 1776

August 20, 2010

Mayor and Council of the Township of Willingboro

Township of Willingboro
1 Salem Road
Willingboro, NJ 08046

Re: Results of the August 5, 2010 Bid Opening for NSP rehabilitation job at 60 Budhollow Drive

Dear Mayor and Council of Willingboro Township:

The work was placed out to bid. Bids were opened on August 5, 2010 and reviewed subsequent to the bid opening. It was discovered that N.J.S.A 34:11-56.48 Public Works Contractor Registration requirement was not specified in the public bid package. As a result, not all of the contractors were aware to become registered. Upon research with the Township's attorney, it is our recommendation to reject all bids and place the work out for rebid to include the Public Works Contractor Registration requirement.

Sincerely,

Corinne Markulin
CGP&H on behalf of Willingboro Neighborhood Stabilization Program.



CGP&H

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569 Abbington Drive, East Windsor, NJ 08520
www.cgph.net 609 371 1937 Fax: 609 371 1776

August 20, 2010

Mayor and Council of the Township of Willingboro

Township of Willingboro
1 Salem Road
Willingboro, NJ 08046

Re: Results of the August 5, 2010 Bid Opening for NSP rehabilitation job at 14 Randolph Place

Dear Mayor and Council of Willingboro Township:

The work was placed out to bid. Bids were opened on August 5, 2010 and reviewed subsequent to the bid opening. It was discovered that N.J.S.A 34:11-56.48 Public Works Contractor Registration requirement was not specified in the public bid package. As a result, not all of the contractors were aware to become registered. Upon research with the Township's attorney, it is our recommendation to reject all bids and place the work out for rebid to include the Public Works Contractor Registration requirement.

Sincerely,

Corinne Markulin
CGP&H on behalf of Willingboro Neighborhood Stabilization Program.



CGP&H

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569 Abbington Drive, East Windsor, NJ 08520
www.cgph.net 609.371.1937 Fax: 609.371.1776

August 20, 2010

Mayor and Council of the Township of Willingboro

Township of Willingboro
1 Salem Road
Willingboro, NJ 08046

Re: Results of the August 5, 2010 Bid Opening for NSP rehabilitation job at 45 Bosworth Lane

Dear Mayor and Council of Willingboro Township:

The work was placed out to bid. Bids were opened on August 5, 2010 and reviewed subsequent to the bid opening. It was discovered that N.J.S.A 34:11-56.48 Public Works Contractor Registration requirement was not specified in the public bid package. As a result, not all of the contractors were aware to become registered. Upon research with the Township's attorney, it is our recommendation to reject all bids and place the work out for rebid to include the Public Works Contractor Registration requirement.

Sincerely,

Corinne Markulin
CGP&H on behalf of Willingboro Neighborhood Stabilization Program.

✓

RESOLUTION NO. 2010-121

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE EXECUTION OF A CERTIFICATE OF COMPLETION FOR WILLINGBORO URBAN RENEWAL, LLC FOR THE PROJECT SITE IMPROVEMENTS MADE TO BLOCK 3, LOT 4.09, BLOCK 3, LOT 4.10 AND BLOCK 3, LOT 4.12, PURSUANT TO N.J.S.A. 40A:12A-9.

WHEREAS, the Township and ReNewal Willingboro L.L.C. entered into that certain Redevelopment Agreement Between the Township of Willingboro and ReNewal Willingboro LLC for the Redevelopment of the Willingboro Plaza Redevelopment Area in 1998 and amended that agreement on with the First Amendment on December 15, 2000 to include Redeveloper as a party and further amended it by the Second Amendment to the Redevelopment Agreement in April 2002, the Third Amendment to the Redevelopment Agreement on July 22, 2003, the Fourth Amendment to the Redevelopment Agreement on February 24, 2005, and the Fifth Amendment to the Redevelopment Agreement in May of 2005 (together the "Redevelopment Agreement") pursuant to which Redeveloper agreed to undertake the redevelopment of the Willingboro Plaza Redevelopment Area by constructing a mixed use development project pursuant to Sections 3.1, 7.2 and 7.2.1 of the Redevelopment Agreement and other related improvements; and

WHEREAS, Willingboro Urban ReNewal, LLC ("Redeveloper") is the owner and Redeveloper of certain real property within the Redevelopment Area designated on the Township's current tax map as Block 3, Lots 4.05, 4.09, 4.10 and 4.12.

WHEREAS, this redevelopment has included certain improvements to the Block 3, Lots 4.09, 4.10 and 4.12 (hereinafter the "Project areas").

WHEREAS, on or about September 28, 2010, Redeveloper applied for the Certificate of Completion, in accordance with the Agreement and N.J.S.A. 40A:12A-1, et seq.


WHEREAS, the Township Council finds that, in accordance with the Agreement and the Engineer's report, the Redeveloper has substantially completed the site improvements to Block 3, Lots 4.09, 4.10 and 4.12.

WHEREAS, the Township has agreed to execute a Certificate of Completion related to the Project areas designated on the Township's current tax map as Block 3, Lots 4.09, 4.10 and 4.12, which will constitute a conclusive determination that as to those properties, the Redevelopment Agreement and Redevelopment Plan have been satisfied and terminated with respect to Block 3, Lots 4.09, 4.10 and 4.12.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 28th day of September, 2010, hereby authorizes the Mayor and Clerk to execute the Form of Certificate of Completion

for Block 3, Lots 4.09, 4.10 and 4.12, subject to and provided that said Certificate is in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq., and the Redevelopment Agreement.

BE IT FURTHER RESOLVED, that certified copies of this Resolution be provided to Willingboro Urban ReNewal, L.L.C., for their information and attention.


Marie Annese, RMC, Township Clerk


Eddie Campbell, Jr., Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Ayer	✓			
Councilman Gordon	✓			
Deputy Mayor Jennings	✓			
Mayor Campbell	✓			

Certificate of Completion

THIS CERTIFICATE OF COMPLETION (this "Certificate") is executed as of this 28th day of September, 2010 by the **TOWNSHIP OF WILLINGBORO** (the "Township").

Background

The Township previously adopted a redevelopment plan, as amended (the "Redevelopment Plan") for an area of approximately 146.5 acres, consisting of all properties abutting U.S. Route 130 from the Township's boundary with Burlington Township to Pennypacker Drive (the "Redevelopment Area"). Willingboro Urban Renewal, LLC ("Redeveloper") is the owner of certain real property within the Redevelopment Area designated on the Township's current tax map as Lots 4.05, 4.09, 4.10 and 4.12 in Block 3 and as more particularly described by metes and bounds in Exhibit A attached hereto (the "Property"). The Township and ReNEWal Willingboro L.L.C. entered into that certain Redevelopment Agreement Between the Township of Willingboro and ReNEWal Willingboro LLC for the Redevelopment of the Willingboro Plaza Redevelopment Area in 1998 and amended that agreement on with the First Amendment on December 15, 2000 to include Redeveloper as a party and further amended it by the Second Amendment to the Redevelopment Agreement in April 2002, the Third Amendment to the Redevelopment Agreement on July 22, 2003, the Fourth Amendment to the Redevelopment Agreement on February 24, 2005, and the Fifth Amendment to the Redevelopment Agreement in May of 2005 (together the "Redevelopment Agreement") pursuant to which Redeveloper agreed to undertake the redevelopment of the Willingboro Plaza Redevelopment Area by constructing a mixed use development project pursuant to Sections 3.1, 7.2 and 7.2.1 of the Redevelopment Agreement and other related improvements. This redevelopment included certain improvements to the Property, which is the exclusive portion of the Redevelopment Area subject to this Certificate (the "Project").

Redeveloper has substantially completed the Project areas designated as Block3, Lots 4.09, 4.10 and 4.12. Redeveloper has requested that the Township acknowledge the satisfaction and termination of certain obligations of Redeveloper in a Certificate of Completion related to the Project areas. The Township has agreed to execute this Certificate. Capitalized terms not otherwise defined herein will have the meanings assigned to such terms in the Redevelopment Agreement.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth in the Redevelopment Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Township agrees as follows:

1. The Township acknowledges and agrees (a) that Redeveloper has performed all of its duties and obligations under the Redevelopment Agreement with respect to the construction of the Project site improvements for the commercial Retain Site Block 3, Lot 4.09; the Library Block 3, Lot 4.10 and Burlington County Community College site Block 3, Lot 4.12 and (b) that the agreements and covenants set forth in the Redevelopment Agreement and in the

Redevelopment Plan as to the redevelopment of the Property consisting of the construction of the Project are satisfied and terminated as to those Properties.

2. This Certificate constitutes a conclusive determination, as set forth in N.J.S.A. 40A:12A-9, that the agreements and covenants set forth in the Redevelopment Agreement and in the Redevelopment Plan are satisfied and terminated with respect to Redeveloper's obligations to construct the Project site improvements from Block 3, Lot 4.09, Block 3, Lot 4.10 Block 3, and Lot 4.12. The Township further acknowledges through this Certificate that it no longer has recourse to any of the default provisions in Article 9 of the Redevelopment Agreement with respect to the Property mentioned herein, including the rights of reversion and re-conveyance and subject to Paragraph 4 below, Redeveloper has no further or continuing obligations under the Redevelopment Agreement, with respect to Block 3, Lot 4.09; Block 3, Lot 4.10 and Block 3, Lot 4.12.

3. This Certificate also constitutes a conclusive determination that the conditions supporting the designation of the Property, with respect to the Library Block 3, Lot 4.10 Burlington County Community College site Block 3, Lot 4.12 and the commercial Retain Site Block 3, Lot 4.09, as an area in need of redevelopment are deemed to no longer exist and that the land and improvements within the Property are no longer subject to the Township's exercise of eminent domain based upon the presence of those conditions.

4. This Certificate shall not modify or in any way affect Redeveloper's ongoing obligations with respect to the a) payment of the Environmental Special Assessments and the payments under the Financial Agreement to the extent such obligations have not been satisfied as of the date hereof or b) the ongoing obligations with respect to the redevelopment of Lot 4.05, as per the Redevelopment Agreement and all Amendments, thereto.

IN WITNESS WHEREOF, the Township has caused this Certificate to be properly executed and attested as of the date first written above.

ATTEST:

THE TOWNSHIP OF WILLINGBORO


Marie Annese, RMC, Clerk

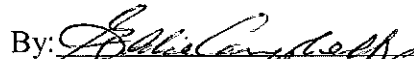
By: 
Eddie Campbell, Jr., Mayor

Exhibit A to the Certificate of Completion
Legal Descriptions

Marie Annese

To: Michael Armstrong ; cristal bowie
Subject: Robert Stang - Res and Certificate of Completion

Please be advised that Mr. Stang was provided with two certified copies of Res. 2010 – 121 and the Certificate of Completion. Notifying you because he came in and picked up – I don't have a letter to copy. Thank you.

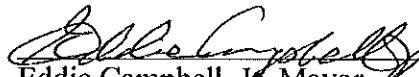
RESOLUTION NO. 2010 - 122

APPROVING THE ADOPTION OF THE
2010 BUDGET AS AMENDED


WHEREAS, the Willingboro Township 2010 Budget has been amended as
per Resolution No. 2010 - 110; and

WHEREAS, Public Hearing was held on said amendments on August 24, 2010;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, assembled in public session this 24th day of August, 2010,
that the 2010 Willingboro Township Budget is adopted as amended.


Eddie Campbell, Jr. Mayor

Attest:


Marie Annese, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓	✓		
Councilman Ayer	✓			
Councilman Gordon	✓			
Dep. Mayor Jennings		✓		
Mayor Campbell	✓			

RESOLUTION NO. 2010-122

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT
BETWEEN THE TOWNSHIP OF WILLINGBORO**

AND FIBERTECH NETWORKS, LLC

WHEREAS, Fibertech Networks, LLC, is seeking to enter into a right-of-way agreement for the installation of fiber optic cable in the Township that has been proposed by Fibertech Networks, LLC to serve its clients.

WHEREAS, The Township of Willingboro desires to support the emerging innovative technology that fiber optic cables provide to its users, but not at the expense of burdening the Township's taxpayers.

WHEREAS, pursuant to N.J.S.A. 54:30A-124 and 47 U.S.C.A. § 253, the Township may require an escrow for the reasonable costs of the actual services that will be provided to Fibertech Networks, LLC in connection with the right-of-way.

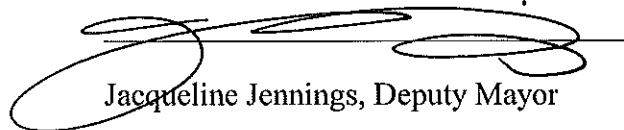
WHEREAS, the Fibertech Networks, LLC, in accordance with the Escrow Agreement, attached agrees to pay the reasonable costs for the actual services and expenses incurred by the Township's retention of various relevant professional consultants including, but not limited to, counsel and engineers where such costs and expenses are specifically required, in connection with the right-of-way.

NOW, THEREFORE, BE IT RESOLVED in open public session on this 7th day of September, 2010, that the Mayor and Clerk are hereby authorized to execute the Escrow Agreement providing for the payment of the Township's professionals in connection with Fibertech Networks, LLC, right of way.

BE IT FURTHER RESOLVED THAT a certified copy of this resolution shall be provided to the Fibertech Networks, LLC, for their information and attention.



Marie Annese, RMC, Clerk



Jacqueline Jennings, Deputy Mayor

Acknowledgement

State of NEW YORK

County of MONROE

On this 30th day of AUGUST, 2010, CHARLES B. STOCKDALE came before me in person, was duly sworn by me and under oath stated and proved to my satisfaction that:

1. CHARLES B. STOCKDALE is the VICE PRESIDENT & GENERAL COUNSEL of Fibertech Networks, LLC and as such he/she is authorized by Fibertech Networks, LLC, to execute this agreement.

2. CHARLES B. STOCKDALE signed the above agreement as and for Fibertech Networks, LLC, 's voluntary act and deed.

Charles B. Stockdale
For Fibertech Networks, LLC

Subscribed and signed before me on the date written above:

Mario R. Rodriguez
Notary
My Commission expires: MAY 14, 2011

MARIO R. RODRIGUEZ
NOTARY PUBLIC, STATE OF NEW YORK
REG. 01R06058612
QUALIFIED IN MONROE COUNTY
MY COMMISSION EXPIRES MAY 14, 2011

Township of Willingboro

Attest:

Marie Annese
Marie Annese, RMC, Clerk
Township of Willingboro

Jacqueline Jennings
Jacqueline Jennings, Deputy Mayor



phone 585-697-5100
fax 585-442-8845
300 Meridian Centre
Rochester, NY 14618

August 30, 2010

VIA FEDERAL EXPRESS

Michael A. Armstrong, Esq.
Michael A. Armstrong & Associates, LLC
79 Mainbridge Lane
Willingboro, NJ 08046

Re: Escrow Agreement/Township of Willingboro

Dear Mr. Armstrong:

Enclosed please find:

- One fully executed copy of the Escrow Agreement between the Township of Willingboro and Fiber Technologies Networks, L.L.C. ("Fibertech").
- Fibertech's Check #77611 in the amount of five thousand dollars and no cents (\$5,000.00), made payable to the Township of Willingboro for the escrow fund.

Please return a copy once executed by the Township.

Thank you for your assistance.

Sincerely,

John J. Marchaesi
Sr. Director of Government
Affairs & Network Access
(585) 697-5151 (Phone)
(585) 442-8845 (Fax)

JJM/yf

Enclosures

ESCROW AGREEMENT

This Escrow Agreement (hereinafter referred to as the "Agreement") dated as of August 30, 2010, is entered into by the **TOWNSHIP OF WILLINGBORO**, Burlington County, New Jersey (hereinafter also referred to as the "Township"), a municipal corporation of the State of New Jersey with offices at 1 Salem Road, Willingboro, New Jersey 08046 and **FIBERTECH NETWORKS, LLC** (hereinafter also referred to as the "Escrowee"), located at 300 Meridian Centre, Rochester, New York 14618.

WITNESSETH

WHEREAS, Fibertech Networks is seeking to enter into a right-of-way agreement for the installation of fiber optic cable in the Township that has been proposed by Fibertech Networks, LLC to serve its clients.

WHEREAS, The Township of Willingboro desires to support the emerging innovative technology that fiber optic cables provide to its users, but not at the expense of burdening the Township's taxpayers.

WHEREAS, pursuant to N.J.S.A. 54:30A-124 and 47 U.S.C.A. § 253, the Township may require an escrow for the reasonable costs of the actual services that will be provided to Fibertech Networks, LLC in connection with the right-of -way.

WHEREAS, the Escrowee hereby agrees to pay the reasonable costs for the actual services and expenses incurred by the Township as directly relates to the drafting and negotiation of the right-of-way agreement; the Township's retention of various relevant professional consultants including, but not limited to, counsel and engineers where such costs and expenses are specifically required .

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and representations, covenants and agreements herein set forth, the parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

1. **Payment of Costs.** The Escrowee shall pay to the Township reasonable costs for actual services incurred by the Township in connection with the right of way agreement.

2. **"Reasonable actual costs".** The phrase "Reasonable actual Costs" shall include, but not be limited to, all reasonable costs and expenses actually incurred by the Township relating to services provided by its legal counsel, engineer, planner and any other professional retained by the Township whose service directly relates to (but is not duplicative of any other professional's service regarding) the negotiation and execution of the right of way and/or right of way agreement.

3. **Escrow Fund.** Within three (3) days of the full execution of this Escrow Agreement, the Escrowee shall deposit \$5,000.00 Dollars with the Township (hereinafter referred to as the "Escrow Fund") and said Escrow Fund shall be maintained by the Township in a separate, interest bearing escrow account and shall be drawn down upon by the Township to pay the Interim Costs. Interest earned shall accrue to the Escrowee. Use of the proceeds of the Escrow Fund shall be subject to the same standards set forth in *N.J.S.A. 40:55D-53.2* with respect to escrows under the New Jersey Municipal Land Use Law.

4 **Replenishment of the Escrow Fund.** If the Escrow Fund drops below One Thousand Dollars (\$1,000.00), the Township shall notify the Escrowee in writing and, except as otherwise provided in this Section 5. In order for the services provided on behalf of the Township to continue, the Escrowee shall replenish the Escrow Fund to the funding level of Five Thousand (\$5,000.00) Dollars, within ten (10) business days of the request made in writing by the Township. Such notice of request shall simultaneously be made upon Escrowee at the address set forth in the preamble to this Agreement, attention John J. Marchaesi, Senior Director for Legal Affairs & Network Access. Any failure on part of the Township to affirmatively provide the Escrowee with statement(s) of the Escrow Costs and/or invoices for same as set forth in Section 6 shall excuse the Escrowee from any obligation to replenish the Escrow Fund for a period of not less than 15 days after Escrowee's receipt of statement(s) and/or invoices herein referenced.

5. **Reporting of Interim Costs Paid.** Every thirty (30) days the Township shall provide the Escrowee with a statement of those Costs paid from the Escrow Fund. The Township may also further provide the Escrowee with invoices from time to time and shall provide the Escrowee with a final invoice within thirty (30) business days of either the date a right of way and/or right of way agreement is fully executed by the parties or the date the Escrowee determines that such a right of way and/or right of way agreement cannot be executed. The final invoice shall indicate all Costs incurred by the Township which have been paid from the Escrow Fund.

6. **Refund of Balances Remaining to Escrowee.** Any balance remaining in the Escrow Fund will be refunded to the Escrowee upon completion of the installation of the of fiber optic cable, provided that all Township professional services provided in connection with installation are complete. However, the Township reserves the right to seek an additional escrow, if necessary, during the lease term.

7. **Applicable Law.** This Escrow Cost Agreement shall be governed by and construed in accordance with the local substantive and procedural laws of the State of New Jersey. The parties agree that any action instituted regarding this Interim Cost Agreement shall be filed in Burlington County, New Jersey. The parties hereto irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its address specified in this Escrow Agreement. The parties hereto agree that subject to the parties' rights of appeal, a final

judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

8. **Binding Effect; Amendment.** This Escrow Cost Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. This Escrow Cost Agreement may be amended, modified, superseded, waived, or cancelled only by a written instrument executed by all the parties hereto.

9. **Strict Performance Not Required.** The failure of a party to insist upon strict adherence to any term of this Escrow Cost Agreement on any occasion shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of this Escrow Cost Agreement. Any waiver must be in writing signed by the party to be charged.


10. **Counterparts.** This Escrow Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which, when taken together, shall be deemed one and the same instrument.

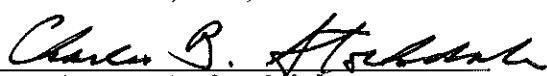
11. **Notices.** Any notices, demands, and communications between the Township and the Escrowee shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of deliver is available. In this case, such notice is deemed effective upon delivery. Such written notices, demands, and communications may be sent in the same manner to such other addresses as any party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows: If to Township: Township of Willingboro, 1 Salem Road, Willingboro, New Jersey 08046, Attn.: Township Clerk, with a copy to the office of Michael A. Armstrong & Associates, LLC, 79 Mainbridge Lane, Willingboro, New Jersey 08046. If to Escrowee, John J. Marchaesi, Senior Director for Legal Affairs & Network Access, Fibertech Networks, LLC, 300 Meridian Centre, Rochester, NY 14618.

12. **Other Reimbursements.** Nothing contained in this Agreement shall prohibit the Township or the Escrowee from seeking funds to reimburse the Escrowee for payment of any services paid for under this Agreement. Such sources of funding may include, but are not limited to grants or public financings.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written

Witness:


Fibertech Networks, LLC, ESCROWEE:
By: 
Charles B. Stockdale
V.P. & General Counsel



Interoffice Memorandum

MEMO TO: Michael A. Armstrong, Township Solicitor
FROM: Marie Annese, RMC 
DATE: September 17, 2010
SUBJECT: Fibertech – Escrow Agreement

Attached is a certified copy of Res. No. 2010 – 122 authorizing the execution of the above, along with a copy of the agreement.