

RESOLUTION NO. 2010 - 180

**A RESOLUTION AWARDDING A BID FOR
LEAF DISPOSAL**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be obtained for Leaf Disposal at a New Jersey State certified location; and

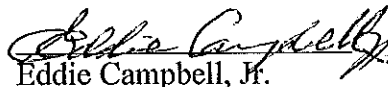
WHEREAS, bids have been received, opened and read in public; and

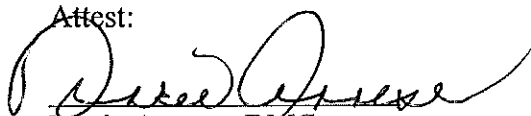
WHEREAS, it appears to be in the best interest of the Township to accept the bid of Natures Choice Cooperation, 1 Caven Point Avenue, Jersey City, New Jersey 07305 in the amount of \$7.49 per cubic yard for a maximum of 6,000 cubic yards (\$44,940.00 - which price reflects loading and transport); and

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 14th day of December, 2010, that the bid be accepted as per the attached recommendation of Mr. Brevogel dated December 14, 2010; and

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


Eddie Campbell, Jr.
Mayor

Attest:

Marie Annese, RMC
Township Clerk

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

Certification Of Availability of Funds

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


Resolution Date: 12/14/10
Resolution Number: 2010-180

Vendor: NATURES NATURES CHOICE COOPERATION
1 CAVEN POINT AVE
JERSEY CITY, NJ 07305

Contract: C0-00016 NATURES CHOICE-LEAF COLLECTION

Account Number	Amount	Department Description
0-01-26-290-293-132	44,940.00	PUBLIC WORKS
Total	44,940.00	

Only amounts for the 2010 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

ACRING 

Chief Financial Officer

Marie Annese

From: Rich Brevogel [rbrevogel@willingborotwp.org]
Sent: Tuesday, December 14, 2010 2:02 PM
To: Marie Annese
Cc: Barbara Lightfoot; Joanne Diggs
Subject: Leaf Disposal Bid

Importance: High

Marie,

After speaking with Cristal the best option is to award the contract to

Natures Choice

Unit price of \$7.49 per cubic yard for 6000 cubic yards or \$44,940 worst case.

Let me know if you need anything else.

Richard A. Brevogel

Director of Public Works

609-877-2200 Ext 1105

Dec-10				
Willingboro Township				
Leaf Disposal Opening Nov 23 2010 10:30am				
Bidder	Natures Choice	Site	Walnut Grove	Sunnyside Farm
Material Hauling and Disposal				
Approximately 9000 cubic Yards				
BID Price Per Yard				
Loaded by Vendor	\$7.49	\$15.00	\$4.82	\$0.00
Loaded by DPW Personnel	\$5.49	\$12.50	\$5.62	\$4.45
Bid Requirements				
Bid Guarantee	X		X	
Cert Consent of Surety/Escrow <i>(10 days post award)</i>	X	X	X	check
Disclosure Statement	X	X	X	X
Non - Collusion	X		X	X
* Affirmative Action <i>OR EMP INFO REP</i>				X
Cert of Emp Info Rep <i>OR FSD approval</i>	X			
Business Registration Cert	X	X	X	X
Tax ID Number	X		X	X
Any Other Documents Required				
Certificate of Liability Ins	X	X		X
* AFFIRM ACT <i>OR</i> Employee Information report <i>OR FSD approval</i>	X			X
References		X		X
Mandatory Equal Empl Opp Lang				X
Goods and Professional	X		X	
Construction	X		X	
Bid Certification	X		X	X
Minority Business Info		X		
Public Works Contractor Reg	X	X		
CLASS C FACILITY	X			X
AA201				X
* BMP IMP RPT form AA302				

Form AA 301
prior to Award

RESOLUTION NO. 2010 - 181
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 14th day of December, 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 and 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.

RESOLUTION NO. 2010 - 182
RESOLUTION CALLING ON THE STATE LEGISLATURE AND THE GOVERNOR TO
EXEMPT THE RESERVE FOR UNCOLLECTED TAXES FROM THE 2% CAP

WHEREAS, on July 13, 2010, Governor Christie signed into law P.L. 2010, c. 44, which reduced the cap on the property tax levy from 4% to 2% and limited the number of exemptions; and

WHEREAS, when the property tax levy was reduced, the exemption for the Reserve for Uncollected Taxes was removed; and

WHEREAS, in addition to collecting property taxes for its own operations, the municipality also serves as the collection agent for the county, school districts, fire districts and other special local entities; and

WHEREAS, the municipality must provide those entities with the full amount they deem necessary for their operations, regardless of the actual collection rate; and

WHEREAS, due to myriad factors beyond local control, the actual collection rate never equals the total local levy, especially during an economic downturn, when unemployment soars and property values plummet, causing an increase in tax appeals, which the municipality must defend and which subject the municipal budget to further losses, when successful; and

WHEREAS, to account for the shortfall and potential losses, State law requires the municipality to budget an appropriation in a line item known as the Reserve for Uncollected Taxes, which is generally determined through a formula driven calculation in which the variables change year to year; and

WHEREAS, without a levy cap exemption, municipalities will be forced to further cut their own operations, in order to meet the 2% tax levy cap to provide the county, school districts, fire districts and other special local entities the full amount they deem necessary for their operations; and


WHEREAS, those other local entities, which do not have to budget for collection rate short-falls or the impact of declining property values, have been granted levy cap exceptions to address factors beyond their control; and

WHEREAS, Assemblymen McKeon and Burzichelli recently introduced A-3603, which excludes increases in appropriations to the Reserve for Uncollected Taxes in excess of two percent, from calculations of the municipal adjusted tax levy;


NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Willingboro assembled in public session this 21st day of December, 2010, hereby urges the swift passage and signing of A-3603;

BE IT FURTHER RESOLVED, that consideration also be given to providing a levy cap exception to account for the impact of tax appeals on local operations; and

BE IT FURTHER RESOLVED, that copies of this Resolution be forwarded to New Jersey Governor Christopher Christie, to Senate President Stephen Sweeney, to Assembly Speaker Sheila Oliver, to our State Senator, to our two Representatives in the General Assembly, and to the New Jersey League of Municipalities.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

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

DISTRIBUTION LIST

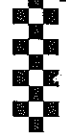
1. The Hon. Chris Christie,
Governor, State of New Jersey
PO Box 001
Trenton, NJ 08625
Phone (609) 292-6000
Fax (609) 292-3454

2. The Hon. Stephen Sweeney,
Senate President,
Senator, District 3
NJ Senate Democratic Office
State House PO Box 099
Trenton, NJ 08625
Phone (609) 292-5215
SenSweeney@njleg.org

3. The Hon. Sheila Oliver,
Speaker, NJ General Assembly
Assemblywoman, District 34
NJ General Assembly Democratic Office
PO Box 098
Trenton, NJ 08625
Phone (609) 292-7065
Fax (609) 292-2386
AswOliver@njleg.org

4. NJ League of Municipalities
222 West State Street
Trenton, NJ 08608
Phone (609) 695-3481
Fax (609) 695-0151
NJLeague@njslom.com

5. Your State Legislators (State Senator and Assembly Representatives)



*Courtesy of
Daryl J. [Signature]*

William G. Dressel, Jr., EXECUTIVE DIRECTOR ■ Michael J. Darcy, CAE, ASSISTANT EXECUTIVE DIRECTOR
222 West State Street, Trenton, NJ 08608 PHONE: (609) 695-3481 FAX: (609) 695-0151 WEBSITE: www.njslom.com

Mayors Advisory

December 14, 2010

Re: Urging for the Exemption for Reserve for Uncollected Taxes Sample Resolution

Dear Mayor:

As you are aware, when the new 2% cap was signed into law the exemption for the Reserved for Uncollected Taxes was eliminated. Assemblymen McKeon and Burzichelli have recently introduced A-3603 to permit a municipality to exclude the Reserved for Uncollected Taxes in excess of 2% from the cap calculation.

In addition to collecting property taxes for its own operations, the municipality also serves as the collection agent for the county, school districts, fire districts and other special local entities and the municipality must provide those entities with the full amount they deem necessary for their operations, regardless of the actual collection rate. Due to myriad factors beyond local control, the actual collection rate never equals the total local levy, especially during an economic downturn, when unemployment soars and property values plummet, causing an increase in tax appeals, which the municipality must defend and which subject the municipal budget to further losses, when successful.

To account for the shortfall and potential losses, State law requires the municipality to budget an appropriation in a line item known as the Reserve for Uncollected Taxes, which is generally determined through a formula driven calculation in which the variables change year to year.

Without the exemption municipalities will be forced to further cut their municipal levy in order to meet the 2% tax levy cap to guarantee the collection rate for school, special districts and counties, which will cause further pressures on the municipal budget resulting in cuts to services and personnel. Furthermore, any municipality that does not collect 100% of taxation annually will be adversely affected in their ability to provide services and property tax relief by the existing exemptions due to the fact that the other taxable entities (schools, special districts and counties) automatically receive 100% of their taxation rate.

We urge you to adopt the sample resolution calling on the State Legislature and Governor to exempt the Reserve for Uncollected Taxes from the 2% cap. Below you can access a copy of the sample resolution:

If you have any questions or need additional information please do not hesitate to contact Lori Buckelew at lbuckelew@njslom.com or 609-695-3481 x112.

Very truly yours,

William G. Dressel, Jr.
Executive Director

RESOLUTION CALLING ON THE STATE LEGISLATURE AND THE GOVERNOR TO EXEMPT THE RESERVE FOR UNCOLLECTED TAXES FROM THE 2% CAP

WHEREAS, on July 13, 2010, Governor Christie signed into law P.L. 2010, c. 44, which reduced the cap on the property tax levy from 4% to 2% and limited the number of exemptions; and

WHEREAS, when the property tax levy was reduced, the exemption for the Reserve for Uncollected Taxes was removed; and

WHEREAS, in addition to collecting property taxes for its own operations, the municipality also serves as the collection agent for the county, school districts, fire districts and other special local entities; and

WHEREAS, the municipality must provide those entities with the full amount they deem necessary for their operations, regardless of the actual collection rate; and

WHEREAS, due to myriad factors beyond local control, the actual collection rate never equals the total local levy, especially during an economic downturn, when unemployment soars and property values plummet, causing an increase in tax appeals, which the municipality must defend and which subject the municipal budget to further losses, when successful; and

WHEREAS, to account for the shortfall and potential losses, State law requires the municipality to budget an appropriation in a line item known as the Reserve for Uncollected Taxes, which is generally determined through a formula driven calculation in which the variables change year to year; and

WHEREAS, without a levy cap exemption, municipalities will be forced to further cut their own operations, in order to meet the 2% tax levy cap to provide the county, school districts, fire districts and other special local entities the full amount they deem necessary for their operations; and

WHEREAS, those other local entities, which do not have to budget for collection rate short-falls or the impact of declining property values, have been granted levy cap exceptions to address factors beyond their control; and

WHEREAS, Assemblymen McKeon and Burzichelli has recently introduced A-3603, which excludes increases in appropriations to the Reserve for Uncollected Taxes in excess of two percent, from calculations of the municipal adjusted tax levy;

NOW, THEREFORE, BE IT RESOLVED, by the *(INSERT NAME OF THE GOVERNING BODY)* of the *(INSERT NAME OF MUNICIPALITY)* hereby urge the swift passage and signing of A-3603;

BE IT FURTHER RESOLVED, that consideration also be given to providing a levy cap exception to account for the impact of tax appeals on local operations; and

BE IT FURTHER RESOLVED, that copies of this Resolution be forwarded to New Jersey Governor Christopher Christie, to Senate President Stephen Sweeney, to Assembly Speaker Sheila Oliver, to our State Senator, to our two Representatives in the General Assembly, and to the New Jersey League of Municipalities.

**TOWNSHIP OF WILLINGBORO
RESOLUTION 2010 - 183**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE OF THE
MCGINLEY SCHOOL PROPERTY WITH THE WILLINGBORO BOARD OF
EDUCATION FOR USE BY THE WILLINGBORO POLICE DEPARTMENT.**

WHEREAS, the Township is in the process of completing the renovations of the last phase of the municipal complex, where the Willingboro Police Department's offices are located; and

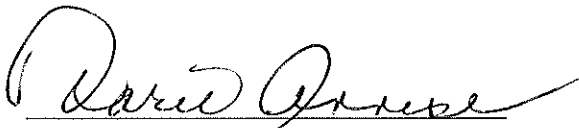
WHEREAS, the renovations require Willingboro Township Police to vacate its offices in the municipal complex pending the completion of renovation to the complex; and

WHEREAS, the Willingboro Board of Education has offered to lease the McGinley School for the Township Police Department's occupancy and use, pursuant to a lease agreement, a copy of which is attached hereto; and


WHEREAS, the use of the McGinley School pending the completion of the renovations is in the public interest and will benefit the Township of Willingboro and the Willingboro Board of Education.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, assembled in open public session on this 21st day of December 2010 that the Mayor and the Township Clerk are hereby authorized to execute the Lease Agreement, as attached hereto, between the Township of Willingboro and the Willingboro Board of Education for the temporary space for the use of Willingboro Township Police Department.

Township of Willingboro



Marie Annese, Clerk, RMC



Eddie Campbell, Jr., Mayor

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

LEASE AGREEMENT

THIS LEASE AGREEMENT, made the ____ day of _____, 2010.

BETWEEN the Willingboro Township Board of Education whose district offices are located in the Country Club Section of the Township of Willingboro, in the County of Burlington, and the State of New Jersey, herein designated as the Landlord,

AND the Willingboro Township Police Department located at 1 Salem Road, in the Township of Willingboro, in the County of Burlington, and the State of New Jersey, herein designated as the Tenant;

WITNESSETH that, the Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises: The property known as the McGinley Elementary School located at 40 Middlebury Lane, Willingboro, New Jersey, for approximately eight (8) months commencing on December 1, 2010 and ending on or before August 1, 2011, to be used and occupied solely for the purposes of administrative use and purposes to conduct the business of the Willingboro Police Department pending the completion of Tenant's facilities under such rules and regulations as may be lawfully proscribed by Landlord (hereinafter referenced as the "Premises").

UPON THE FOLLOWING CONDITIONS AND COVENANTS:

- 1. Payment of Rent.** The Tenant covenants and agrees to pay the Landlord, as rent for and during the term hereof, the sum of \$1.00 to the Business Office of the Willingboro Township Board of Education, 440 Beverly-Rancocas Rd, Willingboro, New Jersey.
- 2. Additional Consideration.** If improvements are needed to fulfill the purposes of this lease and are approved by the Landlord, the Tenant agrees to construct, at their sole expense, various improvements to the Premises. Tenant understands and agrees that the expense of such improvements may include, but not be limited to, payment for all engineer's and other professional fees, including reasonable fees for review charged by the Landlord's professionals, all governmental or other applications and associated costs, all site work, landscaping, paving, striping, signage or other construction costs and that Landlord shall not be responsible or incur any cost or expense for said construction.
- 3. Repairs and Care.** The Tenant has examined the premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof and leases the Premises "As Is." The Tenant agrees to maintain said premises in good condition and state of repair, consistent with and in recognition of Tenant's use of the Premises and shall at the Tenant's own cost and expense, make all repairs, including the maintenance of any improvements constructed and approved by Landlord, and at the end or other expiration of the term hereof, shall deliver up the Premises in good order and condition. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but shall keep and maintain the same in a clean

- condition, free from debris, trash, refuse, snow and ice.
4. **Alterations and Improvements.** The Tenant shall submit to the Landlord for review and approval any proposed changes to the Premises. No alterations, additions, or improvements shall be made without the written consent of the Landlord. All such approved alterations or improvements will belong to and become the property of the Landlord and shall be surrendered with the premises and made as part thereof upon the expiration or sooner termination of this lease, without hindrance, or injury. In completing the alterations and improvements pursuant hereto, the Tenant shall ensure that areas of active construction are fenced off in a manner that keeps Landlord's students safe from harm and that nonetheless allows full, free and safe access to the surrounding areas. Tenant shall have the right to remove all equipment, apparatus and trade fixtures installed in or attached to the leased Premises by Tenant at the termination of the tenancy created herein, provided, however, that Tenant restores the Premises to its prior condition. No work is to be performed unless and until the Tenant has obtained and provides to the Landlord the original or copies of all necessary permits/approvals in order to perform the authorized work set forth herein. Additionally, all work shall be performed in a good and workmanlike manner and, at the option of the Landlord, upon completion of the tenancy created herein, the Tenant shall restore the Premises to the condition originally found.
 5. **Indemnification.** Tenant shall indemnify and hold harmless Landlord from any and all claims, damages, losses and expenses including reasonable attorneys' fees, expert fees and costs arising out of performance of the Tenant's work hereunder including, but not limited to, the Tenant's negligent act or omission or anyone employed by the Tenant. Said indemnification shall also include all claims arising out of its use and occupancy of the premises, including any environmental claims. Tenant also agrees to and shall save, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees, expert's fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by licensees, invitees, or for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business. It is the parties' intention that this Agreement shall be interpreted to be broad in nature, whereby the Tenant agrees to indemnify the Landlord unless it is determined that the Landlord was solely negligent. This clause shall survive termination of the Lease Agreement.
 6. **Signs.** Tenant shall submit to the Landlord for review and approval all proposed signs or markings, and Landlord's approval shall not be unreasonably withheld or delayed. Any signs permitted by the Landlord shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto and the Tenant shall secure any and all necessary permits from the Township of Willingboro. It is understood and agreed, however, that the Tenant shall at all times be responsible for maintaining and repairing any and all signs that it causes to be installed. If requested, the Tenant shall remove any such signs at the termination of the tenancy created herein, and restore the Premises to its prior condition.
 7. **Utilities.** The Tenant agrees to bear all costs for electric or other utilities included but not limited to heat, hot water, air conditioning, electric, telephone, sewer, water or other

utilities used by the Tenant, which may be assessed or imposed upon said leased premises during the term hereof, and if not paid, such charges shall be added and become payable as rent. All trash must be placed in proper receptacles and the receptacles must be kept in a clean and sanitary manner-free from accumulation of trash or other debris.

8. **Liability Insurance.** The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force on a primary basis on behalf of the Landlord, during the term hereof, general liability insurance and auto liability, naming the Landlord as additional insured under the Tenant's policy or policies against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Premises, for injuries to any person or persons, for limits of not less than \$1,000,000 for bodily injury and property damage to one person and \$2,000,000 aggregate limit. The policy or policies and any subsequent renewals, of insurance shall be of a company or companies authorized to do business in the State of New Jersey and shall be delivered to the Landlord, together with evidence of the payment of premiums therefore, not less than fifteen (15) days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner.
9. **Assignment.** The Tenant shall not, without the written consent of the Landlord, assign this lease, nor sublet or sublease the premises or any part thereof.
10. **Notices.** All notices required under the terms of this lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested or by fax confirmation as received, to the address of the parties as shown at the head of the lease.
11. **Title and Quiet Enjoyment.** The Landlord covenants and represents that the Landlord is the owner of said premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned and upon the conditions set forth herein and Landlord's rules, regulations and applicable law.
12. **Entire Contract.** This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with references to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Landlord and the Tenant.
13. **Mechanics Liens.** No mechanics' or other liens shall be created or filed against the leased premises by reason of labor performed or materials furnished for the Tenant in the erection, construction, completion, alteration, repair of any improvement and contractors shall be so advised by Tenant. The Tenant will upon demand, at the Tenant's own cost and expense, cause any lien or liens to be satisfied and discharged of record together with any Notice of Intention that may have been filed inadvertently in spite of prohibition.

14. **Restriction of Use.** The Tenant will not occupy or use the leased Premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

a) Tenant represents that it will not generate, manufacture, store or dispose of or under or about the Premises or the Property on which the Premises is located, or transport to or from the Premises or Property, or incorporated into any of the improvements thereon, any hazardous waste or hazardous substance as defined in any of the Environmental Laws as defined below. Tenant further represents that it shall not allow any substance or condition to exist or be maintained in or on the Property which may support a claim or cause of action under the common law or under any federal, state or local environmental regulatory requirement. For purposes of this Lease, "Environmental Laws" as used herein includes any and all current or future laws, including the common law, statutes, ordinances, regulations, orders, consent orders, directives, writs, injunctions or decrees of any federal, state, local or other governmental department, commission, board, bureau, agency or instrumentality or of any court or arbitration panel, relating to the protection of the environment or worker health or safety, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601, et seq.; the New Jersey Spill Compensation and Control Act (the "NJ Spill Act"), N.J.S.A. 58:10-23.11, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901, et seq.; the New Jersey Solid Waste Management Act, N.J.S.A. 13:1E-1, et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Clean Air Act, 42 U.S.C. Section 7401, et seq.; the New Jersey Air Pollution Control Act, N.J.S.A. 26:2C-1, et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300(f), et seq.; the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1, et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 2601, et seq.; the New Jersey Worker and Community Right to Know Act, N.J.S.A. 34:5A-1, et seq.; the New Jersey Underground Storage Tank Act, N.J.S.A. 58-10A-21, et seq.; and the New Jersey Industrial Site Recovery Act ("ISRA"), N.J.S.A. 13:1K-6, et seq., its predecessors, the Environmental Cleanup Responsibility Act, N.J.S.A. 13:1K-6, et seq., ("ECRA"); and all amendments and regulations promulgated pursuant to the foregoing (collectively the "Environmental Laws").

b) The Tenant further acknowledges that should its use of the demised Premises result in an adverse environmental impact, the Tenant agrees that it shall take all action necessary to correct the impact, including, but not limited to, clean-up, excavation and removal of all contaminated soil, replacement of the contaminated soil with purified soil, treatment of any underground well water contaminated and such other action that is necessary to return the Premises to the Landlord as if the environmental event had not occurred.

15. **Compliance with Laws.** The Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and

affecting the said Premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said Premises (except for structural repairs which are Landlord's responsibility), during the Term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said Premises (except for structural repairs which are Landlord's responsibility) and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

(a) Tenant acknowledges and agrees that it shall be responsible for obtaining a Certificate of Occupancy from the Township of Willingboro to operate the Premises for the use intended. Tenant further acknowledges and agrees that it shall not operate its business until such time as the Certificate of Occupancy has been obtained. Further, at all times during this Lease, the Tenant shall maintain the Premises in such condition as same will not violate local, county, state and/or Federal health and fire codes.

(b) Landlord represents that, to the best of its knowledge, it has not received any violation notices concerning the Premises from any governmental agency or political subdivision thereof and knows of no factual circumstances which would cause the issuance of a violation notice to issue.

16. Removal of Tenant's Property. Any equipment, fixtures, goods or other property of the Tenant, not removed by the Tenant upon the termination of this Lease, or upon any quitting or abandoning the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

17. Option to Renew. The Tenant is hereby given the option of extending this Lease Agreement for an additional four months provided the Tenant gives the Landlord at least one month's written notice prior to the expiration of the current terms of Tenant's desire to exercise the renewal option. Tenant shall not be in default of any of the terms and conditions of the current Lease Agreement at the time of the exercise of the renewal option. The Landlord reserves the right to refuse to grant the extension request for any reason.

18. Termination of Lease. If construction of Tenant's facilities is completed prior to the expiration of this Lease Agreement, the Tenant may terminate this Lease Agreement and vacate the Landlord's premises. The Tenant will provide at least 30 days' notice of Tenant's intent to vacate the McGinley School prior to the expiration of the current Lease term. The Tenant will leave the premises in broom clean condition.

If the Landlord determines that it has an emergent need of the McGinley School during the term of the current Lease Agreement, the Landlord will provide written notice to the Tenant within 10 days of identifying the emergency and provide the Tenant an additional 30 days to relocate to another facility.

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

cause their present to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

**Signed, Sealed and Delivered
in the presence of or Attested to by:**

**Willingboro Township Board of Education
(Landlord)**

Witness

Dennis Tunstall, Vice President

David Arrese

Witness

**Willingboro Township Police Department
(Tenant)**
Eddie Campbell

CFCH; 310709.1

RESOLUTION NO. 2010 - 184
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 21st day of Dec, 2010, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

5 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 Contract Negotiations & Renewal

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.
Eddie Campbell, Jr., Mayor

Attest:

Marie Annese
Marie Annese, RMC
Clerk

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