

*Finance Council  
Posted*

**RESOLUTION NO. 2008 - 63**

REAS the Township of Willingboro has agreed to the establishment of a Length of Service Award Program (LOSAP) Deferred Compensation Plan; and

WHEREAS, this plan is to be made available to all bona fide eligible volunteers who are performing qualified services which is defined as fire fighting and prevention services, emergency medical services and ambulance services pursuant to Section 457 of the Internal Revenue Code of 1986, as amended, except for provisions added by reason of the Length of Service Award Program as enacted into federal law in 1997. The establishment of this Length of Service Award Program will also comply with New Jersey Public Law 1997, Chapter 388 and the Length of Service Award Plan Document; and

WHEREAS the Township of Willingboro is required to effect a resolution which lists the names of eligible LOSAP participants; and

WHEREAS the Township of Willingboro is required to post the names of said eligible participants in the Office of the Township Clerk;

NOW, THEREFORE, BE IT RESOLVED that a certified copy of this resolution shall be posted in the Office of the Township Clerk and therefore satisfies the statutory requirements that the Township of Willingboro must meet in order to legally fulfill its LOSAP commitment to its eligible volunteers for FY2007.

**LOSAP PARTICIPANTS**

List of LOSAP Participants is attached.

BE IT FURTHER RESOLVED that the Finance Director will submit all necessary documents to the Director of the Division of Local Government Services in the State Department of Community Affairs for approval.

Attest:

*Marie Annese*

Marie Annese, RMC  
Township Clerk  
Adopted April 8, 2008

*Jacqueline Jennings*  
Jacqueline Jennings, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer				<input checked="" type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Ramsey	<input checked="" type="checkbox"/>			
Dep. Mayor Stephenson	<input checked="" type="checkbox"/>			
Mayor Jennings	<input checked="" type="checkbox"/>			

xxx-xx-	Last	First		Contribution 2007	
####	4442	ACHEY	JOHN	P	730
####	3455	ANDRADE	DAVID	J	1150
####	6943	BAKER	ROBERT	M	780
####	3486	BALL	CYNTHIA	M	1008
####	5371	BANFORD	WILLIAM		
####	1562	BARON	DAWNMARIE		773
####	4510	BENT	PAUL	J	550
####	7677	BLACKWELL	JONAT		0
####	1787	BOATEN	SCOTT		500
####	7259	BORDEN	RONALD	L	0
####	1838	BOTTON	HEATHER		739
####	8016	BOYLE	THOMAS		680
####	4985	BROWN	GREGORY	R	0
####	6295	BUSSARD	HOWARD		0
####	561	CARCASIO	CHRIST		1150
####	5021	CARNEY	MARJORIE		0
####	4580	CARROLL	JOHN	JR	0
####	5819	CARVSO	ENRICO	I	0
####	842	CENTRONE	MICHAEL		1150
####	703	CHIOLAN	ADAM	C	0
####	5296	COGAR	MICHAEL	J	0
####	1967	COLLINS	JOHN	E	1150
####	3110	COOK	ADAM		0
####	6369	DERR	GEORGE	R	1150
####	520	DUN	MAGNOLIA		0
####	2163	DUNN	ROBERT	F	808
####	2028	ESTELOW	SHERRY		0
####	14	FAMILIAR	PAUL	J	0
####	4499	FIORDIMONDO	LEW		
####	8938	FOX	HOWARD	N	1150
####	4714	FOX	SHARON		1150
####	7194	GALLANT	JOHN		
####	9745	GASSER	KENNETH		1150
####	8707	GASSER	MARY		1150
####	3437	GOINS	KEVIN	J	0
####	1349	GONTESKI	ROBIN		1150
####	1228	GREENE	NATALIE		1150
####	1325	HAINES	WALTER	L	1030
####	7377	HAMILTON	AMANDA		701
####	2183	HAMILTON	MICHEL		703
####	8632	HARDY	LAWRENCE		1150
####	4840	HARTMAN	MICHAEL		0
####	4780	HAYS	JOHN	H	640
####	2695	HENNESSEE	MELAN		1150
####	5356	HOFFBAUER	KENNE		0
####	6842	HUDSON	JOHN	T	0
####	493	INGERMAN	PET	DR	1038
####	5036	JONES	DWAYNE	M	1060
####	2045	JOO	TIMOTHY	F	1150
####	2489	KING	BRANDON	S	0
####	2246	KLEMOWICZ	JASON		0



		Collins	Terri		1150
		Daleus	Jamie		1150
		Fadden	Michael		1150
		Horne	Bernadette		500
		Mitchell	Sakira		500
		Palmer	William		500

Total

54962

No Executive Session Held

RESOLUTION NO. 2008- 64  
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 8th day of April 2008, to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

4 NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 4 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:

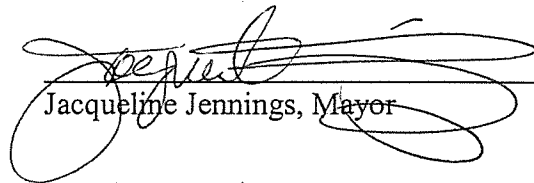
- 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
- 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
- 3. Any 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.

- \_\_\_\_\_ 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 of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

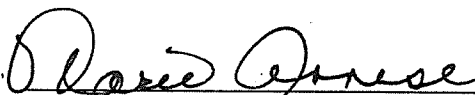
**BE IT FURTHER RESOLVED** that the general nature of the subject to be discussed relates to \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**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

  
 \_\_\_\_\_  
 Jacqueline Jennings, Mayor

Attest:

  
 \_\_\_\_\_  
 Marie Annese, RMC  
 Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer				✓
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

*Cert copy to  
P.S.D. Recker  
w/ Orig package*

**RESOLUTION NO. 2008 - 65  
RESOLUTION OF PARTICIPATION**

**A RESOLUTION APPROVING PARTICIPATION WITH THE  
STATE OF NEW JERSEY IN SAFE AND SECURE COMMUNITIES  
PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL  
JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY IN THE  
AMOUNT OF \$55,401.00**

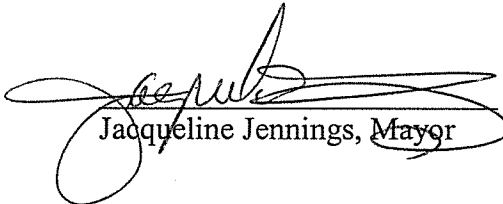
WHEREAS, the Township of Willingboro wishes to apply for funding for a project under the Safe and Secure Communities Program (Grant #P 4382); and

WHEREAS, the Willingboro Township Council has reviewed the accompanying application and has approved said request; and


WHEREAS, the project is a joint effort between the Department of Law and Public Safety and Willingboro Township for the purpose described in the application.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22<sup>nd</sup> day of April, 2008, that:

1. As a matter of public policy Willingboro Township wishes to participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

  
Jacqueline Jennings, Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

STATE OF NEW JERSEY

SAFE AND SECURE COMMUNITIES GRANT  
PROGRAM



FY 2008 APPLICATION PACKAGE

**LIPS**  
Department of Law & Public Safety

February 25, 2008



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# APPLICANT'S GUIDE

## NEW JERSEY SAFE AND SECURE COMMUNITIES GRANT PROGRAM

### PROGRAM ADMINISTRATION AND FUNDING GUIDELINES

#### I. ADMINISTRATION

The Safe and Secure Communities Act, enacted into law August 3, 1993, was designed to provide municipalities with funding to add law enforcement personnel vital to effective police operations and other crime reduction strategies as warranted by the needs of the community. The act also established a "Safe Neighborhood Services Fund" in which a \$75 assessment imposed upon any criminal conviction supports the Safe and Secure Communities Grant Program (Safe and Secure grant program).

Under the Safe and Secure Communities Act, municipalities are eligible to receive grant funding if: (1) they have a police department and their number of violent and nonviolent crimes per police officer exceeds 70 percent of the state wide average (as reported in the 1991 Uniform Crime Report), and (2) they applied for this program within its first two years. Under the Safe and Secure grant program, funding allocations were based on the size of the eligible municipal police force, police workload measured by reported crime to police ratio and municipal financial need as measured by the equalized property tax rate.

The Safe and Secure Grant program provides grant funding to eligible municipalities for additional law enforcement personnel to address crime in a focused community-oriented manner. Participation in the Safe and Secure Communities Program requires as a condition of receiving grant funds that a municipality, as a Subgrantee, not reduce its regular complement of officers and other law enforcement personnel during any given grant period. The regulations for the program calculate the complement of officers based on 1993 Uniform Crime Report figures, published by the New Jersey State Police. A reduction in the complement of officers below the full required complement (those added with grant funds) will result in a proportionately reduced or loss of grant award. Subgrantees are required to match grant funds by paying all fringe benefits and salary expenses above the grant award.

Subgrantees that receive funding are required to notify the Program Development staff in writing when their complement of officers drops below the full required complement (those added with grant funds). Each Subgrantee is required to report its complement of officers on the quarterly financial reports (Detailed Cost Statements).

The Division of Criminal Justice's Program Development and Grants Section (DCJ) administers and monitors subgrants awarded under the Safe and Secure Communities Grant Program. DCJ's responsibilities include: technical assistance to Subgrantees; financial report reviews; processing of grant adjustments; and all grant accounting, auditing, and fund disbursements.

This document has been compiled to assist applicants with the application process, program development and implementation, reporting requirements, and state compliance issues. Staff from the Program Development and Grants Section is available to assist with the development of the application and offer technical assistance during the implementation of the program.

All inquiries concerning the subgrant application process should be addressed to a member of the Program Development staff listed below:

Heddy Levine-Sabol, Chief  
Program Development/Grants Section  
Division of Criminal Justice  
25 Market Street, P.O. Box 085  
Trenton, NJ 08625-0085

Carol Daly, Deputy Chief

Main No.: (609) 292-5939  
Fax No.: (609) 292-1451

Gail Bowers, Program Analyst  
phone: (609) 292-2719  
Email: bowersg@njdcj.org

Peter Leland, Program Analyst  
Phone: (609) 984-2149  
Email: lelandp@njdcj.org

Ida R. Pennacchi, Program Analyst  
Phone: 292-1462  
Email: pennacchii@njdcj.org

## **II. APPLICATION REQUIREMENTS**

### **A. SUBMISSION**

Applications are due within sixty (60) days of the issuance of the notification letter from the DCJ Program Development/Grants Section. One original and one copy of the application must be submitted, including all subgrant application forms with original signatures. (See Appendix A).

### **B. GRANT APPLICATION**

The goal of Safe and Secure Communities Program is to provide municipalities with funding for additional law enforcement personnel to address crime in a focused community-oriented manner.

Applicants must complete and return the following:

1. The Applicant Information Form.
2. The Program Application Narrative.
3. The Budget Detail.
4. The Application Authorization, Grant Agreement Certification, General Conditions and Assurances, and Special Conditions.
5. A Resolution and Certification of Recording Officer.

These application documents are found in Appendix A.

## **III. BUDGET AND FISCAL GUIDELINES**

### **A. ALLOWABLE COSTS**

Under the Safe and Secure grant program, allowable costs are limited to offset the base salary of police officers and other law enforcement personnel deployed in support of this grant program, N.J.A.C. 13:79-4.1

### **B. SUPPLANTING**

Grant funds must be used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purposes. The Subgrantee may not use grant funds to supplant costs that it would have incurred in its operating budget in the absence of this grant award.

### C. **UNALLOWABLE COSTS**

The Safe and Secure Program specifically prohibits the use of grant funds to pay for fringe benefit expenses associated with the salary of personnel funded under the program. Grant funds cannot be used to make any overtime payments. Costs incurred outside the project period (before or after) are not allowable.

### D. **BUDGET CATEGORY**

Budget category appearing on the application form (see Appendix A, Budget Detail) is listed and explained below. Note that applicants should use whole dollars only when itemizing costs.

#### ▶ SALARIES AND WAGES

List each position for which funds are requested (i.e., police officer or other law enforcement personnel), indicate the total annual salary of each, the amount funded by the program, and the local match for fringe benefit expenses (retirement, social security, health and dental insurance, workers compensation, unemployment, disability and survivor's insurance), other related costs, and any project expenses above the grant award.

### IV. **APPLICATION AUTHORIZATION**

The submission of any subgrant application requires the signature of the applicant unit of government's mayor or chief executive officer (see Appendix A, Application Authorization). Signature indicates that the information provided within the application is accurate and complete and that the applicant intends to comply with all conditions applicable to these subgrants.

### V. **RESOLUTION**

All units of local government are required to include a Resolution of Participation as part of the official grant application. The resolution should state that the applicant unit of government is applying for funding under the appropriate grant program and that the application has been reviewed and approved by the governing body. The applicant must certify that it will participate fully as a joint effort between the unit of government and DCJ, for the purpose described in the application. Finally, the resolution must specify that DCJ will receive, review, and approve the application; and DCJ is authorized to initiate allocations to each applicant.

The Resolution of Participation must be certified by the recording officer and should contain the official seal. A sample format for the Resolution of Participation can be found in Appendix A.

## **VI. CIVIL RIGHTS COMPLIANCE**

Applicants and their contractors are required to comply with the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et. seq., N.J.S.A. 10:2-1 et. seq. and law on affirmative action, N.J.S.A. 10:5-31 et. seq. Applicants are expected to comply with all applicable New Jersey regulations, policy, and guidelines.

## **VII. DEBARMENT**

Applicants and their subcontractors should not obtain goods and services from other agencies which are debarred, suspended or disqualified from doing business with the State of New Jersey. Subgrantees should comply with state Executive Order 34 (1976), and State Treasury Circular Letter OMB 93-13-GSA regarding debarments, suspensions and disqualifications.

## **VIII. NEW JERSEY PENALTIES FOR CORRUPTION OF PUBLIC RESOURCES**

While enacting ethics and government corruption reforms, the New Jersey Legislature recently enacted Public Law 2007, Chapter 158, which makes knowingly misusing public resources for an unauthorized purpose a crime. N.J.S.A. 2C:27-12. Under the Crime of Corruption of Public Resources, an individual commits a crime if (1) the public resource "is subject to an obligation to be used to perform or facilitate the performance of a governmental function or public service," (2) a person knowingly uses a public resource for an unauthorized purpose, or (3) a person makes "a material representation that is false to a government agency . . . to obtain or retain a public resource, or with the purpose to mislead or deceive any person as to the use or disposition of a public resource." Id. The Legislature defines "public resource" as including grants awarded by the government. Id. Convictions under this act could result in a 20-year prison term and 200,000 fine. Id. The Legislature also enhanced public corruption penalties under the Public Corruption Profiteering Penalty Act, N.J.S.A. 2C:30-8, which subject individuals convicted under public corruption laws, including N.J.S.A. 2C:27-12, to fines up to \$500,000.

## **IX. SUBGRANTEE OFFICIAL FILE**

Subgrantees are required to maintain a master file for grant documents. The following documents must be available for on-site review by DCJ program monitors and auditors:

- A. Copy of approved application for the subgrant including subgrant contract, Applicant Information Form, Program Application Narrative, Budget Detail, Applicant Authorization, Grant Agreement Certification, General Conditions and Assurances, Special Conditions, and DCJ budget; copy of award letter; copies of all project modification requests; grant adjustments, and related written approvals from DCJ.
- B. Copies of all Detailed Cost Statements and the Final Grant Narrative Report.

- C. Personnel information: Copies of all payroll evidence, staff assignment forms, and time reports and certifications.
- D. Banking Information: Cash verification, receipts documentation, check register, canceled checks, and bank statements.

**X. REPORTING PROCEDURES**

Subgrantees are required to submit timely quarterly financial reports (Detailed Cost Statements - Appendix B), and a Final Grant Narrative Report (Appendix E) to DCJ. If these reports are not submitted as required, DCJ may, at its discretion, suspend payments on this grant.

**A. PROGRAMMATIC REPORTS**

Subgrantees are required to submit a Final Grant Narrative Report to DCJ which assesses the overall impact of the program and determines whether the program accomplished its goals. The report should be submitted to DCJ summarizing project activities and program impact within fifteen (15) working days of the end of the grant period.

Subgrantees must submit the Final Grant Narrative Report with their Final Detailed Cost Statement.

**B. DETAILED COST STATEMENT-CASH REPORT/CASH REQUEST**

The grant budget is the approved financial plan to carry out the purpose of the grant. This plan is the financial representation of the project or program as approved during the grant application and award process.

The Subgrantee is required to submit financial expenditure reports or Detailed Cost Statements (DCS) comparing actual expenditures with the approved budget.

One original and two copies of each Detailed Cost Statement (DCS) fiscal report should be submitted to DCJ on a quarterly basis within fifteen (15) working days of the end of each reporting period. A copy of the DCS is included in the Appendices (See Appendix B, Detailed Cost Statement). For each funding request, a separate State of New Jersey Payment Voucher (See Appendix C) must be submitted.

At the end of the grant term, the Subgrantee is required to file a Final DCS to document the receipt and expenditure of all grant funds. This Final DCS must be filed within (15) fifteen working days of the end of the grant period.

**XI. MONITORING OF PROGRAM PERFORMANCE**

The Subgrantee must assure compliance that performance goals are being achieved.

DCJ may, at its discretion, make site visits to:

1. Review program accomplishments and management control systems.
2. Provide such technical assistance as may be required.
3. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.

**XII. SUBGRANTEE FISCAL RESPONSIBILITY**

The Subgrantee shall be responsible for maintaining a bookkeeping system, records, and files to account for all grant monies spent on the project. While a preferable system is not specified, Subgrantees are expected to conform to generally accepted accounting standards.

DCJ fiscal staff will be available to Subgrantees to provide technical assistance with respect to fiscal administration of the subgrants.

**A. FISCAL CONTROL**

1. **FUND ACCOUNTING PROCEDURES**

Such processes will be established which assure proper disbursements of, and accounting for, grant funds.

2. **ACCOUNTING PROCEDURES**

Accounting procedures must provide for an accurate and timely recording of receipt of funds by source, expenditures made from such funds and unexpended balances. Controls will be established to ensure that expenditures charged to subgrant activities are readily available to certify that such charges are accurate.

3. **RETENTION OF RECORDS**

Financial records of the Subgrantee and its contractors, including books of original entry, source documents, supporting accounting transactions, the



at least seven (7) years. The retention period starts from the date of the receipt of the final expenditure report.

Records must be retained beyond the seven-year period if an audit is in progress and/or findings or a completed audit have not been resolved satisfactorily. If an audit is completed and the findings are resolved prior to the seven (7) year period, Subgrantees must receive prior approval from DCJ before disposing of any documents relating to the grants.

4. FUND PAYMENT

All payments made to the Subgrantee will be recorded by the grantee in accounting records separate from all other fund accounts, including funds derived from other subgrant awards. Amounts paid shall be available for expenditure by the Subgrantee in accordance with the provisions of the subgrant throughout the project period subject to such conditions as DCJ may prescribe.

5. USE OF SUBGRANT FUNDS

Funds granted may be used only for the purpose required to carry out the grant as approved and identified in the approved project budget.

6. PROJECT INCOME (MONIES RECEIVED AND EXPENDED)

All interest or other income earned by the Subgrantee with respect to subgrant funds or as a result of conduct of the program (sale of publications, registration fees, service charges on fees, etc.) is deemed program income. Any forfeiture funds received by the project to support project activities must also be reported as a separate information item. According to State Circular 07-05-OMB, program income includes any interest earned of \$250 or more in a fiscal year on advances of grant funds.

Program income must be added to funds committed to the program to further eligible program objectives.

In addition, the amount of these funds expended during the current report period must be reported. All program income must be accounted for and the use of program income must be shown on the detailed cost statements and included in the final fiscal report. For further guidance on accounting for and reporting program income, as applicable, see 28 C.F.R. part 70 and OMB Circular A-110.

7. OBLIGATION OF GRANT FUNDS

Grant funds may not, without advance written approval by DCJ, be obligated prior to the effective date or subsequent to the termination date of the grant period.

8. RETURN OF UNOBLIGATED FUNDS

Funds that remain unobligated at the end of the fiscal budget period shall be returned to DCJ within forty-five (45) days after the end of such budget period.

**B. BUDGETARY AND PAYMENT PROCEDURES**

On completion of an executed contract, funding will be available. To request funds the Subgrantee must:

1. Submit three (3) copies of a Detailed Cost Statement, one with original signatures. (Appendix B).
2. Attached and submit a State of New Jersey Payment Voucher with appropriate signatures. (Appendix C).

**C. COST ALLOWABILITY**

Costs which have been deemed allowable by the State of New Jersey and those which appear within the Safe and Secure Grant Program Administration and Funding Guidelines are acceptable.

**D. FISCAL REQUIREMENTS**

1. A separate account for the subgrant project with separate accountability of receipts, expenditures, and balances for each fiscal budget period.
2. Itemization of all supporting records of grant receipts, expenditures, and state/local contributions (if applicable) in sufficient detail to show exact nature for each fiscal budget period.
3. Provision of data and information for each expenditure and state/local contributions with proper reference to a supporting voucher or bill properly approved.
4. Maintenance of payroll authorizations and vouchers.

5. Maintenance of a time-reporting system for personnel charged to the grant and state/local contributed services (if applicable).
6. Maintenance of records supporting charges for fringe benefits.
7. Provisions for payment by check.

**E. BUDGET REVISION AND MODIFICATION**

1. Subgrantee are required to report deviations from the approved budget and receive prior written approvals for budget revisions and modifications. To request a budget revision, Subgrantees should submit a written explanation and complete DCJ Form 108, Grant Adjustment Request Form (Appendix D).
2. The Subgrantee shall request approval in writing, from DCJ, when there is reason to believe a revision or modification will be necessary for the following reasons:
  - i. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget.
  - ii. The need to extend the grant period.

**XIII. REGULATIONS FOR LOCAL UNITS OF GOVERNMENT AS PARTICIPANTS IN THE SAFE AND SECURE GRANT PROGRAM**

The following budgetary and accounting procedure issued by the Director, Division of Local Government Services, Department of Community Affairs, should be observed in the development of subgrant budgets for local units of government which receive grant awards administered through DCJ.

- A. All DCJ grants shall be processed through the budget of the local unit at the time of the adoption of the budget or by a budget amendment utilizing N.J.S.A. 40 A:4-87. No such grants shall be accounted for through the "Trust Fund" as dedication by rider.
- B. All such grants shall be designated in the (State) budget as follows:

REVENUE:	DCJ Grant-Subgrant No. _____
APPROPRIATION:	Unclassified: _____
	DCJ Grant-Subgrant No. _____

- C. The appropriation shall be a separate line item without a designation as to "Salaries and Wages" and "Other Expenses" and shall not be made a part of any existing appropriation.
- D. The revenue, when anticipated at the time that the budget of a local unit is introduced, shall be a "Special Item of Revenue with Prior Written Consent of the Director of Local Government Services."
- E. Since most DCJ grants, cover a fiscal year other than as provided by statute for New Jersey local units, the appropriation as budgeted may be set up as a "Reserve" from which commitments and charges can be made beyond the calendar year.

The revenue anticipated can be fully realized with any amount not received which is set up as a receivable and pledged to surplus. However, it is the determination of the Director of Local Government Services that the portion of non-cash surplus attributed to the receivable will not be allowed to be anticipated in the following year's budget as surplus. This requires prior written consent of the Director of Local Government Services, Department of Community Affairs, P.O. Box 800, Trenton, NJ 08625 (609) 292-6613, [www.nj.gov/dca/lgs](http://www.nj.gov/dca/lgs).

[S&S rev'd 2/26/08]

APPENDIX

- A. **SUBGRANT APPLICATION FORMS**
  - Checklist
  - Applicant Information Form
  - Program Application Narrative
  - Budget Detail
  - Application Authorization
  - Grant Agreement Certification
  - General Conditions and Assurances
  - Special Conditions
  - Sample Resolution of Participation, and
  - Certification of Recording Officer
- B. **DETAILED COST STATEMENT**
- C. **STATE OF NEW JERSEY PAYMENT VOUCHER**
- D. **GRANT ADJUSTMENT REQUEST FORM**
- E. **FINAL GRANT NARRATIVE**

## APPENDIX A

### SUBGRANT APPLICATION FORMS

- ▶ Checklist
- ▶ Applicant Information Form
- ▶ Program Application Narrative
- ▶ Budget Detail
- ▶ Application Authorization
- ▶ Grant Agreement Certification
- ▶ General Conditions and Assurances
- ▶ Special Conditions
- ▶ Resolution of Participation and Certification of Recording Officer

**SAFE AND SECURE COMMUNITIES APPLICATION CHECK LIST**

SUBGRANTEE: Township of Willingboro

GRANT NUMBER: P- 4382

**INSTRUCTIONS:** The Application Check List is provided to serve as a guide to ensure the submission of a complete application.

Return two (2) copies of the completed application; ONE (1) copy must contain original signatures.

**APPLICATION:**

**SUBGRANTEE TO SUBMIT:**

- Applicant Information Form
- Program Application Narrative
- Budget Detail
- Application Authorization (Signed by Mayor)
- Grant Agreement Certification (Signed by appropriate official)
- General Conditions and Assurances (Signed by Mayor)
- Special Conditions (Signed by Mayor)
- Resolution of Participation **and** Certification of Recording Officer with ORIGINAL RAISED SEAL

**NOTE:** **ONLY COMPLETE APPLICATIONS CAN BE PROCESSED. IT IS IMPORTANT THAT ALL OF THE ABOVE-CITED ITEMS BE SUBMITTED WITH THE APPLICATION.**

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE  
SAFE AND SECURE COMMUNITIES PROGRAM

APPLICANT INFORMATION FORM

Two (2) copies of the entire application are required, one (1) with original signatures.

1. **Municipality:** Township of Willingboro
2. **Police Department:** Willingboro Police Department
3. **Address:** One Salem Road  
Willingboro, New Jersey **Zip Code:** 08046
4. **Project Duration:** From April 4, 2008 To April 5, 2009  
*(Requested Starting and Concluding Dates)*
5. **Project Director** *(Person listed on the contract & co-signer on financial reports):*  
Name Joanne Diggs Title Township Manager  
Address One Salem Road Telephone No. (609)877-2200 ext.6201  
Willingboro, New Jersey Fax No. (609)835-0782  
joanne\_diggs@willingborotwp.org  
Email Address \_\_\_\_\_ *(Required)*
6. **Contact Person** *(Person directly responsible for project operations):*  
Name Gregory Rucker Title Director of Public Safety  
Address One Salem Road Telephone No. (609) 877-2200 ext.6235  
Willingboro, New Jersey 08046 Fax No. (609) 835-0938  
Email Address rucker@willingboropolice.com *(Required)*
7. **Fiscal Officer** *(Person who co-signs financial reports):*  
Name Barbara Lightfoot Title Acting Director of Finance  
Address One Salem Road Telephone No. (609) 877-2200 ext.6211  
Willingboro, New Jersey 08046 Fax No. 9609) 877-7352  
barbara\_lightfoot@willingborotwp.org  
Email Address \_\_\_\_\_ *(Required)*





**2. List SPECIFIC problems and proposed strategies that the Safe and Secure Communities Grant funded officers will employ to reduce crime:**

The officer is required to use strategies associated with community policing. Those strategies involve, but are not limited to the following:

1. Geographically directed patrols.
2. Increased contact with residents.
3. Increase focus on quality of life issues.
4. Working together with school resource officers.
5. Working in collaboration with the departments Crime Prevention Unit.
6. Perform business checks on a routine basis.

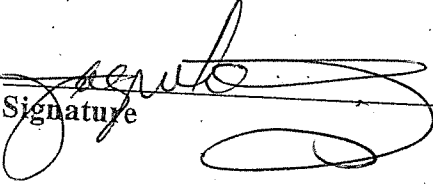
**3. (If applicable) To what specific assignments will the Safe and Secure funded civilian personnel be assigned:**

He is tasked with ensuring that our officers are trained to the level that we can provide an effective service to our residents.



4. Grant Agreement Certification,
5. General Conditions,
6. Special Conditions,
7. Resolution of Participation and Certification for local units of government.

The Subgrantee certifies that all grant funds shall be used exclusively for the purposes specified in the grant award. As the duly authorized representative of the applicant-subgrantee, I hereby certify that the applicant-subgrantee will comply with the above-referenced provisions. I 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.

  
Signature

JACQUELINE JENNINGS  
Printed Name

Township of Willingboro  
Name of Local Unit of Government

Signature

Mayor  
Title

4/22/08  
Date

Grant # P- 4382

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

GRANT AGREEMENT CERTIFICATION

Jacqueline Jennings, being over the age of 18 years old,  
(Name)

hereby certifies:

1. I am MAyor of the Township of Willingboro  
(Title) (Name of entity receiving grant funds)

(hereafter "municipal grant recipient"). I am submitting this certification in conjunction with the provision of grant funds in the amount of \$55,401  
(Dollar amount of funds)

to the recipient entity by the Division of Criminal Justice under the Safe and Secure Communities Program. In making this certification, I understand that the Division of Criminal Justice will rely upon the statements made herein in processing this application and with making provision of the grant funds in question.

2. I have reviewed the contents of the application which have been submitted by the municipal grant recipient for such funding and hereby certify that the factual statements and data set forth in the application are true to the best of my knowledge and belief.

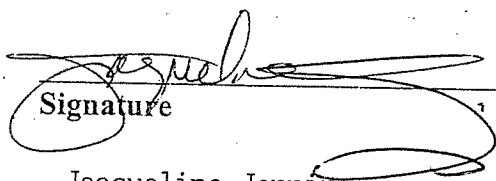
3. I also hereby certify that I am responsible for authorizing expenditures and disbursements of grant funds; that I will be responsible for undertaking the programs and activities described in the application; that I have reviewed and am familiar with all statutory and regulatory requirements pertaining to the use of the funds being provided to undertake such programs and

activities; and that I have sought and obtained legal advice from the municipal grant recipient's legal counsel as I have considered appropriate or necessary in this regard.

4. I further certify that I will ensure that the municipal grant recipient shall use all grant funds exclusively for the purposes specified in the grant award.

5. I further certify that I will ensure that the municipal grant recipient will, in utilizing the funds being provided by the Division of Criminal Justice, comply with any and all statutory and regulatory requirements pertaining to the use of such funds.

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

  
\_\_\_\_\_  
Signature

Jacqueline Jennings  
\_\_\_\_\_  
Printed Name

Township of Willingboro  
\_\_\_\_\_  
Name of Local Unit of Government

Mayor  
\_\_\_\_\_  
Title  
4/22/08  
\_\_\_\_\_  
Date

Grant # P- 4382  
\_\_\_\_\_

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

GENERAL CONDITIONS AND ASSURANCES

1. The Subgrantee agrees that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. The Subgrantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. The Subgrantee agrees to comply and to require its contracts to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Division of Criminal Justice (DCJ) concerning special requirements of all federal, State, and municipal laws, rules and regulations generally applicable to the activities in which the grantee is engaged in the performance of this Subgrant. Failure to comply with these laws, rules, regulations and State circulars will be grounds for termination of this subgrant.
4. The Subgrantee agrees that it will comply and to require its contracts to comply with the requirements of the Federal and State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5, et. al., and P.L. 1975, c. 127 and all implementing regulations. Failure to comply with these laws, rules, regulations and State circulars will be grounds for termination of this subaward.
5. The Subgrantee agrees that if required to formulate an Equal Employment Opportunity Program (EEOP) in accordance with 28 C.F.R. § 42.301 et seq., it will maintain a current plan on file. The Subgrantee assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, sex or disability against a recipient of funds, the Subgrantee will forward a copy of the finding to DCJ.

6. The Subgrantee understands and agrees to comply with State Treasury Circular Letter OMB 93-13-GSA regarding Debarments, Suspensions & Disqualifications. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
7. The Subgrantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act. and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et. seq.
8. The Subgrantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subgrantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subgrantee shall maintain accurate and complete disclosure of financial results of each subgrant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
9. As required under the federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subgrantee agrees to comply with the organizational audit requirements of Federal OMB Circular, A-133, Audits of States, Local Governments and Non-Profit Organizations, as further described in OJP's The Financial Guide, Part III, Chapter 19 (2005)(available on the web at: <http://www.ojp.usdoj.gov/FinGuide/>), Government Accountability Office's Government Auditing Standards (Yellow Book), and the State of New Jersey, Department of Treasury, Circular Letter (State Circular Letter) 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments. The Subgrantee agrees to submit to DCJ any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Subgrantee immediately will report to DCJ any changes in its fiscal year.
10. The Subgrantee agrees that grant funds will be used only for allowable costs as determined according to applicable Federal cost principles specific to the Subgrantee (e.g. Federal OMB Circular A-87, A-122, A-21, etc.), according to OJP's The Financial Guide, Part III, Chapter 7, Allowable Costs (2005), and State Circular Letter 07-05-OMB, Standard Grant Agreement Form, X. Allowable Costs.
11. The Subgrantee agrees that it will maintain data and information and submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on this subgrant. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subgrantee on this or any grant with other State agencies until the required reports have been submitted.
12. The Subgrantee agrees to provide information required for any evaluation conducted by L&PS, DCJ and the State of New Jersey.



13. The Subgrantee agrees to report any Budget Revisions or Grant Extensions as follows:
- a. Any deviations from the approved budget or extensions in the grant period require prior approval via DCJ Form 108, Grant Adjustment Request Form. Subgrantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
  - b. L&PS may request changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Subgrantee must be incorporated in written amendments to this grant.
  - c. If the Subgrantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subgrantee. If, after consultation, the Subgrantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Subgrantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subgrantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Subgrantee, the reduced amount will be remitted to L&PS.
  - d. The Subgrantee agrees that should circumstances affecting the grant-funded project change it will immediately contact DCJ in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from DCJ via a DCJ Form 108, Grant Adjustment Request Form.
14. The Subgrantee agrees that all income earned by the Subgrantee from grant-supported activities is deemed program income. Program income includes any interest earned of \$250 or more in a fiscal year on advances of grant funds. The Subgrantee agrees to add program income to funds committed to the program to further eligible program objectives.
15. The Subgrantee agrees that L&PS and DCJ reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a subgrantee purchases ownership with support. The Subgrantee agrees that L&PS reserves the right to require the Subgrantee not to publish any work, which right shall not be exercised unreasonably. The Subgrantee assures that any publication by the Subgrantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.
16. The Subgrantee agrees to give the New Jersey Attorney General, L&PS and DCJ through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the

Subgrantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subgrantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Subgrantee to perform such audits.

17. The Subgrantee agrees to retain all grant records for a period of seven years, unless otherwise directed by DCJ, state, or federal statute. The Subgrantee agrees that this period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit finding involving grant records is started before the end of the seven-year period.
18. Subgrantee recognizes and agrees that both the initial provision of funding and the continuation of such funding under this grant is expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of L&PS to make any payment under this grant or to observe and perform any condition on its part to be performed under the grant as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the grant agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
19. The Subgrantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS.
20. If applicable, the Subgrantee agrees that it will deposit advances of State grants in interest bearing accounts.
21. If the Subgrantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Subgrantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
  - a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee or take more severe enforcement action.
  - b. Disallow all or part of the cost of the activity or action not in compliance.
  - c. Wholly or partly suspend or terminate the current award for the Subgrantee's program.
  - d. Withhold further awards for the program.
  - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
  - f. Take other remedies that may be legally available.

22. When the Subgrantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subgrantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subgrantee from incurring additional obligations of grant funds pending corrective action by the Subgrantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Subgrantee could not reasonably avoid during the period of suspension, provided they meet Federal and State requirements.
23. The Subgrantee agrees that LP&S may terminate the grant in whole or in part whenever it is determined that the Subgrantee has failed to comply with the conditions of the grant. LP&S shall notify the Subgrantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subgrantee or recoveries by LP&S under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
24. L&PS and the Subgrantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subgrantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
25. The Subgrantee agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Subgrantee:
    - i. Has a history of unsatisfactory performance.
    - ii. Is not financially stable.
    - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter 07-05-OMB, Standard Grant Agreement Form, VIII Financial Management System.
    - iv. Has not conformed to terms and conditions of previous awards.
    - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
  - b. If a Subgrantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Subgrantee at any time including:
    - i. Issuing payment on a reimbursement basis.
    - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
    - iii. Requiring additional, more detailed financial reports.
    - iv. Requiring additional project monitoring.
    - v. Requiring the Subgrantee obtain technical or management assistance.
    - vi. Establishing additional prior approvals.
  - c. If L&PS decides to impose such special conditions, L&PS will notify the Subgrantee as soon as possible, in writing, of:

- i. The nature of the special conditions/restrictions.
- ii. The reason(s) for imposing the special conditions.
- iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
- iv. The method of requesting reconsideration of the conditions/restrictions imposed.

26. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.

27. The Subgrantee agrees that it shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subgrantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subgrantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subgrantee. The Subgrantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

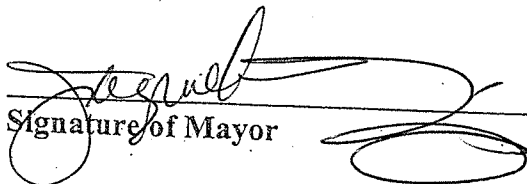
### CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable federal and state laws, regulations, and guidelines.

Township of Willingboro  
Subgrantee Municipality

Grant # P-- 4382

jacqueline Jennings  
Typed Name of Mayor

  
Signature of Mayor

4/22/08  
Date

[SS revd 1/30/08]

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

SPECIAL CONDITIONS

Subgrantee: Township of Willingboro

Subgrant Number: P- 4382

Project Duration: April 4, 2008 to April 3, 2009

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1. **Prohibited Use of Funds:** The Subgrantee certifies that all grant funds will be used exclusively to pay the base salary of police officers and other law enforcement personnel deployed in support of this grant program, N.J.A.C. 13:79-4.1. Grant funds cannot be used to make any overtime payments.
2. **No Supplanting of Local Funds:** The Subgrantee agrees that funds made available under the Safe and Secure Communities Act Grant Program will not be used to supplant local funds.
3. **Compliance with Program Laws and Regulations:** Subgrantee agrees to follow all applicable requirements and procedures as required by the State of New Jersey Safe and Secure Communities Program statute N.J.S.A. 52:17B-159 et seq. and regulations N.J.A.C. 13:79-1.1 et seq., and as outlined in letters sent to the applicant.
4. **Baseline Regular Complement:** The Subgrantee agrees that its baseline regular complement of police officers (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) is based on its police department's number of regular, sworn, appointed municipal officers who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State.
5. **Maintaining Full Complement of Officers:** The Safe and Secure Communities Program legislation, N.J.S.A. 52:17B-164a and regulation N.J.A.C. 13:79-4.1, requires as a condition of the grant award, that the Subgrantee certify that it shall not reduce its baseline regular complement of police officers and other law enforcement personnel (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) during any grant period. A reduction of complement of officers below full complement (those added with grant funds) will result in a proportionately reduced or total loss of grant award.

6. **Match Requirement:** The Subgrantee agrees to pay as matching costs all fringe benefits (retirement, social security, health and dental insurance, workers compensation, unemployment, disability and survivor's insurance), other related costs, and any project expenses above the grant award. The Subgrantee will also agree to satisfy any State requirement on matching and cost sharing.
7. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 1. Therefore, the State award and the required fringe benefit match under the Safe and Secure Communities Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.
8. **Time and Attendance Records:** Subgrantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked, and the signatures of the supervisor and project director.
9. **Financial and Performance Reporting:** The Subgrantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within fifteen (15) days after the end of each quarter. The Subgrantee also agrees to file a timely Final DCS within thirty (30) days after the end date of the grant period and a Final Grant Narrative Report. The Final Grant Narrative Report is a grant narrative describing the past year's activities and accomplishments.
10. **Availability of Grant Funds:** The Subgrantee understands that annual funding for the Safe and Secure Communities Program is uncertain and that full funding for each year's grant depends on the continued collection of sufficient program revenue. The Subgrantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire state award.
11. **Timely Return of Completed Application:** The Subgrantee agrees to complete and return the Application Package (Applicant Information Form, Program Application Narrative, Budget Detail Form, Application Authorization, Grant Agreement Certification, General Conditions and Assurances, Special Conditions, and Resolution of Participation and Certification of Recording Officer with original raised seals) and to return an executed contract within sixty (60) days of mailing from DCJ. The Subgrantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Subgrantee's award.

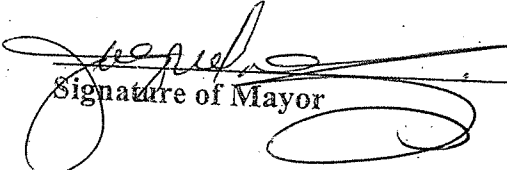
**CERTIFICATION**

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable federal and state laws, regulations, and guidelines.

Township of Willingboro  
Subgrantee Municipality

Grant # P-- 4382

Jacqueline Jennings  
Typed Name of Mayor

  
Signature of Mayor

4/22/08  
Date

June 1, 2008 to May 31, 2009  
Subgrantee's Fiscal Year  
[Start date/End date]

[SS revd 2/25/08]

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

RESOLUTION OF PARTICIPATION

A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY IN  
A SAFE AND SECURE COMMUNITIES PROGRAM ADMINISTERED BY THE DIVISION  
OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY

WHEREAS, the Township of Willingboro wishes to  
(Applicant's Local Unit of Government)

apply for a project under the Safe and Secure Communities Program, and

WHEREAS, the Willingboro Township Council has reviewed the  
(Applicant's Governing Body)

application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and  
Public Safety and the Applicant Local Unit of Government, for the purpose described in the  
application;

THEREFORE, BE IT RESOLVED by the Willingboro Township Council that  
(Applicant's Governing Body)

1. As a matter of public policy the Applicant's Unit of Government wishes to participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General of New Jersey will receive funds on behalf of the Applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the applications for said funds.
4. The Division of Criminal Justice shall initiate allocations to the applicant as authorized by law.



STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution which was duly and regularly introduced and finally adopted at the meeting of the Willingboro Township Council held on (Local Governing Body/board of Finance of Unit of Government) the 22nd day of April, 2008 and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED: This 22nd day of April, 2008

SEAL

Marie Annese  
Signature of Certifying Officer

Marie Annese  
Name of Certifying Officer

Township Clerk  
Title of Certifying Officer

Grant # P- 4382

**APPENDIX B**

**DETAILED COST STATEMENT**

SAFE AND SECURE COMMUNITIES GRANT PROGRAM  
 STATE OF NEW JERSEY  
 DIVISION OF CRIMINAL JUSTICE

SIDE 1

DETAILED COST STATEMENT-CASH REPORT/CASH REQUEST  
 (Submit in Triplicate)

- 1. Unit of Government: \_\_\_\_\_
- 2. Implementing Agency: \_\_\_\_\_
- 3. Project Address: \_\_\_\_\_
- 4. Grant No. \_\_\_\_\_
- 5. Project Duration: \_\_\_\_\_
- From: \_\_\_\_\_
- To: \_\_\_\_\_
- 6. Date of this Report: \_\_\_\_\_
- 7. Report No.: \_\_\_\_\_
- 8. Quarter: \_\_\_\_\_ 1st (Jan-Mar) \_\_\_\_\_ 2nd (Apr-Jun)  
 \_\_\_\_\_ 3rd (Jul-Sept) \_\_\_\_\_ 4th (Oct-Dec)  
 \_\_\_\_\_ Final - Year \_\_\_\_\_ Other \_\_\_\_\_
- 9. \*Complement of Officers and Other Law Enforcement Personnel For This Quarter  
 Police Officers \_\_\_\_\_ Other (Non-Police) \_\_\_\_\_

10. Remarks: \_\_\_\_\_

BUDGET CATEGORIES	SECTION 1 APPROVED PROJECT BUDGET		SECTION 2 THIS REPORT PERIOD'S EXPENDITURES		SECTION 3 CUMULATIVE EXPENDITURES		SECTION 4 CURRENT UNPAID OBLIGATIONS	
	STATE	MATCH	STATE	MATCH	STATE	MATCH	STATE	MATCH
A. Salaries and Wages								
Fringe Benefits								
B. Purchase of Services								
C. Travel, etc.								
D. Consumable Supplies								
E. Facilities								
F. Equipment								
G. Indirect Costs								
<b>TOTALS</b>								

\*Required on all reports



**SAFE AND SECURE COMMUNITIES PROGRAM  
INSTRUCTIONS FOR STATE QUARTERLY DETAILED COST STATEMENT  
CASH REPORT, CASH REQUEST--FORM 107**

I. Frequency and Dates for Reporting

All reports are due fifteen (15) days after the end of each calendar quarter. Reports must be submitted for each active subgrant, even though no funds are being requested or no expenditures were made during the reporting period. Three copies of a report (one with original signatures and two copies) must be submitted for each quarter of the contract period and any approved extensions.

II. Detailed Cost Statement (DCS) Side One

The purpose of the DCS is to provide the Division of Criminal Justice (DCJ) with necessary information on the expenditure of State funds in connection with each subgrant. This report also is to provide DCJ with necessary information on expenditures by approved cost category and to compare expenditures to the approved project budget. Be sure to complete the top portion of Side One (Subgrantee Information) and include the grant number, report number and period, etc.

Budget categories for reporting expenditures are the same as those on the budget pages of the grant application. For Safe and Secure personnel grants, the only allowable budget category is "salaries and wages."

1. The Approved Project Budget amounts (Section 1) must agree with the budget application submitted by the subgrantee and approved by DCJ.
2. The Expenditure Section (Section 2) should reflect all cash disbursements during the period, unless the subgrantee is reporting on a pro rata basis, in which case generally one-fourth of the grant award is shown as expended. This report must show only State share of salary expenditures.
3. The section entitled "Cumulative Expenditures" (Section 3) must show all State share of salary expenditures since the beginning of the project.
4. The section entitled "Current Unpaid Obligations" (Section 4) should show formal obligations outstanding as of the end of the report period. Unpaid obligations generally represent signed purchase orders or contract payments currently due (outstanding accounts payable) expected to be paid during the contract period. This section is rarely applicable to personnel grants.

III.

Cash Report Side Two

The purpose of the cash report is to provide DCJ with necessary information on the receipt and disbursement of funds and on existing cash balances. Cash balances must be kept as close as possible to actual cash needs for the succeeding period.

Personnel subgrantees will be advanced funds at three (3) month intervals.

The following refer to items on the Cash Report section:

1. Check appropriate box.
2. Cash on hand--at beginning of period. The first column labeled (STATE) is to be used to show the receipt and disbursement of State monies under this program. Municipalities receiving personnel grants are not required to show match expenditures. The amount listed on Line 2, Cash on hand--beginning of the period, must agree with the Cash on hand from Line 6 from the previous report. Note: If this or any following amount is a negative amount, place the negative amount in parentheses ().
3. State cash received during the period by the subgrantee unit of government. Show actual cash received. Do not show what you requested on a previous report.
4. Subtotal: Cash Available during the period--add Line 2 and Line 3.
5. State cash disbursed during the period--must agree with Section 2 of Side One (the front side) of this report. This is always represented as a positive amount.
6. Subtotal: Cash on hand at the end of the period--subtract Line 5 from Line 4.
7. Current unpaid obligations. This amount must agree with Section 4 from the front of the form. It is rarely applicable to personnel grants.
8. Subtract Line 7 from Line 6.

IV.

Cash Request

The Cash Request is the basis for DCJ disbursement of State monies under this program. (Note: To receive funds, subgrantee must submit a properly filled out and signed State Payment Voucher, Form 50/54.)

### Personnel Grants

Municipalities receiving personnel grants will be advanced funds on a quarterly basis. On the DCS submitted for the current quarter, request the appropriate amount of funds needed to operate the grant for the following quarter.

To ensure timely receipt of grant funds, be sure to submit a State of New Jersey voucher. Also, funds will not be forwarded unless all DCS reports are accurate and up-to-date.

### V. Certification

The DCS must be signed by the Project Director and the Financial Officer designated in the approved project application. On the appropriate space, print or type the name and telephone number of a contact person who can answer questions concerning the form. One original and two copies must be submitted to DCJ.

Rev'd 7/12/06

**APPENDIX C**

**STATE OF NEW JERSEY PAYMENT VOUCHER**





STATE OF NEW JERSEY  
**PAYMENT VOUCHER**  
 (VENDOR INVOICE)

DOCUMENT				BATCH				ACTG	FY		
TC	AGY	NUMBER		TC	AGY	NUMBER		PER			
PP START			SCHED PAY			CHK	OFF	F	RF	CK	(A) VENDOR ID NUMBER
MO	DY	YR	MO	DY	YR	CAT	LIAB	A	TY	FL	

PO # \_\_\_\_\_ PV DATE \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_ AGENCY REF \_\_\_\_\_ BUYER \_\_\_\_\_ (B) TERMS \_\_\_\_\_

PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)

(C) TOTAL AMOUNT \_\_\_\_\_

(D) PAYEE NAME AND ADDRESS \_\_\_\_\_

(E) SEND COMPLETED FORM TO: \_\_\_\_\_

(F) PAYEE DECLARATIONS  
 I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

PAYEE SIGNATURE \_\_\_\_\_

PAYEE TITLE \_\_\_\_\_ BILLING DATE \_\_\_\_\_

LINE NO	CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV:SRCE	SUB-REV	PROJECT/JOB NO
1										
2										
3										

RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1								
2								
3								

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.

Signature \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

TOTAL \_\_\_\_\_

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.

Authorized Signature \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

**PAYEE INSTRUCTIONS**  
**ITEMS (A) THROUGH (G) ARE TO BE COMPLETED BY PAYEE**

**(A) VENDOR IDENTIFICATION NUMBER**

Complete the payee identification field with the federal employer identification number assigned to the business or the social security number if the payee is an individual.

**(B) TERMS**

The terms of sale, such as "Net," "2% fifteen days," etc.

**(C) TOTAL AMOUNT**

Enter the total amount of this payment voucher.

**(D) PAYEE NAME AND ADDRESS**

The name of the individual or company to whose name the check shall be drawn and the complete address where the check shall be mailed.

**(E) SEND COMPLETED FORM TO:**

The Department, Division, Bureau or Institution to whom the materials or services were furnished.

**(F) PAYEE DECLARATION**

Payee must sign the declaration and date the payment voucher is prepared.

**(G) PAYEE REFERENCE NUMBER**

Payee must show his own invoice or billing number or any other identification for reference purposes. This information is recorded on the check stub and aids the payee to identify the invoices which have been paid. Do not use more than 30 characters.

**PAYEE IS TO COMPLETE THE SCHEDULE OF ITEMS OR SERVICES SHOWING QUANTITY, UNIT, DESCRIPTION, UNIT PRICE AND AMOUNT. IF THE NUMBER OF ITEMS EXCEEDS THE SPACE, ATTACH A SCHEDULE SHOWING THE REQUIRED INFORMATION.**

**TO INSURE PROMPT PAYMENT, SEND COMPLETED PAYMENT/VOUCHER TO THE DEPARTMENT/AGENCY SHOWN IN ITEM (E)**

**VENDORS MAY BE ENTITLED TO INTEREST ON PAYMENT VOUCHERS IF PAYMENT IS NOT MADE WITHIN 60 DAYS OF THE DATE OF ACCEPTANCE OF A PROPERLY EXECUTED PAYMENT VOUCHER OR RECEIPT OF GOODS OR SERVICES, WHICHEVER IS LATER. INQUIRIES SHOULD BE MADE DIRECTLY TO THE DEPARTMENT OR AGENCY SHOWN IN ITEM (E)**

**APPENDIX D**

**GRANT ADJUSTMENT REQUEST FORM**

STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION OF CRIMINAL JUSTICE

SAFE AND SECURE COMMUNITIES PROGRAM

APPLICATION AUTHORIZATION

Authorization to submit an application to the Department of Law and Public Safety, Division of Criminal Justice for a project entitled;

Safe And Secure Communities Act Grant Program

at an estimated total project cost of \$ 55,401

The undersigned agrees upon approval of this project on behalf of the unit of government, to comply with the conditions applicable to grants awarded. The undersigned's signature indicates that the information provided within the application is accurate and complete and that the applicant intends to comply with all conditions applicable to subgrants awarded pursuant the Safe and Secure Communities Act, N.J.S.A. 52:17B-159 et seq. and regulations, N.J.A.C. 13:79-1 et. seq. Further, the undersigned makes the assurances concerning non-supplanting of local funds with state and federal funds.

**Complement of Officers and Other Law Enforcement Personnel:**

The undersigned certifies that, as of the date of this document, the staffing of the applicant police department with respect to the number of actively employed personnel is as follows:

<u>74</u>	Police Officers	<u>11</u>	Other Law Enforcement Personnel (non-police employees who perform paperwork and related support services, thereby allowing police officers to devote more time to direct community policing duties)
-----------	-----------------	-----------	---

**This application consists of the following attachments in addition to this form:**

1. Applicant Information Form,
2. Program Application Narrative,
3. Budget Detail,

**DIVISION OF CRIMINAL JUSTICE**

**GRANT ADJUSTMENT REQUEST FORM**

(Submit in Triplicate)

BUDGET CATEGORIES	APPROVED PROJECT BUDGET		PROPOSED TRANSFERS		REQUESTED OPERATING BUDGET	
	STATE	MATCH	STATE	MATCH	STATE	MATCH
A. Salaries and Wages						
Fringe Benefits						
B. Purchase of Services						
C. Travel, etc.						
D. Consumable Supplies						
E. Facilities						
F. Equipment						
G. Indirect Costs						
<b>TOTALS</b>						

FOR DCJ USE

1. Unit of Government: \_\_\_\_\_

2. Implementing Agency: \_\_\_\_\_

3. Project Address: \_\_\_\_\_

4. Grant No./Title: \_\_\_\_\_

5. Project Duration: \_\_\_\_\_

    From: \_\_\_\_\_

    To: \_\_\_\_\_

6. Date of Request: \_\_\_\_\_

7. GRANT EXTENSION REQUEST

    From: \_\_\_\_\_

    To: \_\_\_\_\_

8. Subgrantee Certification: \_\_\_\_\_

    Signature: \_\_\_\_\_ PROJECT DIRECTOR

    Signature: \_\_\_\_\_ FINANCIAL OFFICER

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

Date: \_\_\_\_\_

Remarks: \_\_\_\_\_

## INSTRUCTIONS—Grant Adjustment Request Form

The subgrantee is permitted to transfer funds between or within budgetary categories, provided the transfer does not affect any category by an amount in excess of \$100. Any transfer of funds between categories that will exceed the \$100 limitation requires prior written approval from DCJ on this form (DCJ 108). Any change made to the budget allotment within the discretionary limits of the grantee should be explained on the remarks section of the cash report which reflects the changes.

The following explanations are to assist in the preparation of the Grant Adjustment Request Form.

1. Budget categories for reporting expenditures are the same as those on the project budget.
2. This request must show proposed changes in each category of DCJ funds and required cash.
3. When completing the Grant Adjustment Request Form the columns under the heading *Approved Project Budget* should be used to depict the *present operating budget*. The present operating budget should be either that budget initially approved by DCJ, or if prior revision(s) have been requested, the latest approved budget modification.
4. Columns headed *Proposed Transfers* are to be used to reflect dollar amounts and categories to be affected by the fund transfer (example: Category A + \$100; Category B - \$100). Changes in the subgrants share as well as requested transfers of DCJ funds must be reflected. Note that transferred amounts should total zero.
5. Columns headed *Requested Operating Budget* should reflect the newly proposed budget in its entirety. The total budgeted under DCJ share should agree with the amount budgeted under *Approved Project Budget*.
6. Upon receipt of written approval of the Grant Adjustment Request Form, the proposed budget will become the project's new operating budget. New budget amounts should be reflected on the subsequent Detailed Cost Statement. Do not report proposed changes prior to receipt of the written approval by DCJ.

**BUDGET REVISION NARRATIVE:** Subgrantees should add as many continuation pages as necessary to relate the proposed changes to project activities and complete the required justification and explanation of those changes. Explain the sources to be utilized for any additional matching contributions. Enumerate those proposed changes of expenditure items that require prior approval, as specified in the *Program Administration and Funding Guidelines*, so prior approval may be considered at the time the request for budget revision is made.

Line items within categories which will be affected by the proposed fund transfer should be detailed in the narrative. Purchase of additional goods or services resulting from the budget modification should be itemized and explained. Goods or services to be deleted or continued at a reduced level in order to accommodate the proposed fund transfer should also be itemized and explained.

**GRANT EXTENSION NARRATIVE:** If a request for grant extension also involves budget modification, instructions for the budget revision should be followed. Additionally, the extension request must be forwarded to DCJ prior to termination of the approved subgrant period. In an effort to aid analysis of the extension request, subgrantees are also encouraged to include in the narrative a projection of expenditures through the final approved month of the project. Such a projected cost schedule will provide DCJ and the subgrants with a financial basis for determining the length of the extension period.

**APPENDIX E**

**FINAL GRANT NARRATIVE**

SAFE AND SECURE COMMUNITIES GRANT PROGRAM

FINAL GRANT NARRATIVE

SUBGRANTEE: Township of Willingboro

GRANT NUMBER: P- 4382

GRANT DATES: April 4, 2008 to April 3, 2009

The Safe and Secure Communities Program is designed to provide municipalities with funding for additional law enforcement personnel to combat crime in a focused community-oriented manner.

1. Name(s) of Safe and Secure police officers supported with grant funds:  
Officer Robert Wallace
  
2. List and briefly describe the activities performed by each Safe and Secure Communities police officer during this grant term (i.e., attend community meetings, patrols, safety checks, seasonal activities, school related activities, etc).
  - A. Community oriented policing to include but not limited to geographical zone assignments, meeting with neighborhood watch block captains, develop problem solving techniques with residents in the officers geographical zone.
  - B. Target Specific Enforcement
    1. Gang related activity
    2. Burglaries
    3. Weapon Offenses
  - C. School Related Activities
    1. Meet periodically with SRO to share information



3. If applicable, provide names and responsibilities of civilian personnel supported through grant funds.

4. Provide an impact statement that includes specific information and examples of how those officers assigned under the Safe and Secure program have affected crime in your community. Include relevant statistics and anecdotal examples, if available (i.e., number of arrests, number of community meetings attended, types of crime prevention activities, etc.).

The impact of the officers supported through this grant is very difficult to articulate. We practice community policing which takes the efforts of the entire department. Community policing involves a partnership between the police department and the community. Although I cannot specifically point to facts and figures that demonstrates the impact of the officers named in this grant, I can however state that the department including those officers decreased Part 1 crimes by 5% during the 2007 calendar year.

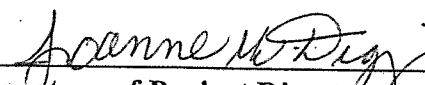
Willingboro Township

**Subgrantee Municipality**

Grant # P-- 4382

Joanne Diggs

**Typed Name of Project Director**

  
**Signature of Project Director**

4/11/08  
**Date**

[SS rev'd 11/6/06]





**RESOLUTION NO. 66**  
**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 22nd day of April 2008, 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 \_\_\_\_\_ in favor and \_\_\_\_\_ 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.

- 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 of 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 MORTGAGE BEING PROPOSED + OUTSTANDING ISSUES  
DEED IN LIEU + FINANCIAL DEVELOPMENT OF VACANT LAND/LOT  
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

  
 Jacqueline Jennings, Mayor

Attest:

  
 Marie Annese, RMC  
 Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Ramey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

# RESOLUTION TO AMEND BUDGET

RESOLUTION NO. 2008 - 67

WHEREAS, the local municipal budget for the year 2008 was approved on the 19th day of March, 2008, and

WHEREAS, the public hearing on said budget has been held as advertised, and

WHEREAS, it is desired to amend said approved budget,

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, County of Burlington, that the following amendments to the approved budget of 2008 be made:

## Recorded Vote

Aye Councilman Ayrer  
Councilman Campbell  
Councilman Ramsey  
Deputy Mayor Stephenson  
Mayor Jennings

Nay

Abstained

Absent

	<u>From</u>	<u>To</u>
<b>GENERAL REVENUES</b>		
<b>Summary of Revenues</b>		
6. Amount to be Raised by Taxes for Support of Municipal Budget:		
a) Local Tax for Municipal Purposes Including Reserve for Uncollected Taxes	22,817,700.00	23,006,000.00
Total Amount to be Raised by Taxes for Support of Municipal Budget	22,817,700.00	23,006,000.00
7. Total General Revenues	36,312,900.00	36,501,200.00
<b>8. General Appropriations</b>		
(A) Operations - within "CAPS"		
Code Enforcement and Administration		
Uniform Fire Safety Act (P.L. 1983, Ch. 383)		
Salaries and Wages	18,059.00	41,386.00
Public Safety		
Police		
Salaries and Wages	7,314,151.00	7,464,224.00
First Aid Organization - Contribution	133,875.00	83,875.00
Animal Regulation		
Salaries and Wages	86,693.00	142,959.00
Total Operations (Item 8A) within "CAPS"	23,955,861.83	24,135,527.83
(B) Contingent		
Total Operations including Contingent - within "CAPS"	23,955,861.83	24,135,527.83
Detail:		
Salaries and Wages	13,347,119.00	13,576,785.00
Other Expenses	10,608,742.83	10,558,742.83
(H-1) Total General Appropriations for Municipal Purposes within "CAPS"	25,055,861.83	25,235,527.83
(L) Subtotal General Appropriations items (H-I) and (O)	33,556,634.00	33,736,300.00
(M) Reserve for Uncollected Taxes	2,756,266.00	2,764,900.00
Total General Appropriations	36,312,900.00	36,501,200.00
<b>Summary of Appropriations</b>		
(H-1) Totals General Appropriations for Municipal Purposes within "CAPS"	25,055,861.83	25,235,527.83
(M) Reserve for Uncollected Taxes	2,756,266.00	2,764,900.00

Total General Appropriations

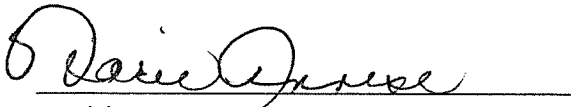
36,312,900.00 36,501,200.00

BE IT FURTHER RESOLVED, that two certified copies of this resolution be filed forthwith in the Office of the Director of Local Government Services for certification of the local municipal budget so amended.

BE IT FURTHER RESOLVED, that this complete amendment, in accordance with the provisions of N.J.S.A. 40A: 4-9, be published in the Burlington County Times in the issue of April 25th, 2008, and that said publication shall contain notice of public hearing on said amendment to be held at the Municipal Complex, 1 Salem Road on May 13th, 2008 @ 7:00pm.

It is hereby certified that this is a true copy of a resolution amending the budget, introduced by the Township Council on the 22nd day of April, 2008.

Certified by:

  
Municipal Clerk

April 22, 2008

RESOLUTION NO. 2008 - 68

*Patricia Barber*

**A RESOLUTION AWARDING A BID FOR  
CONSTRUCTION OF SPRAY PARK  
AT PENNYPACKER POOL**

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

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

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Command Co., Inc., 135 Hartford Road, Medford, New Jersey 08055**. The award is for a total bid amount of \$191,195.00 as per the Township Engineer's letter dated April 22, 2008; 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 22<sup>nd</sup> day of April, 2008, that the bid be accepted as per the recommendation of the Township Engineer.

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

\_\_\_\_\_  
Jacqueline Jennings  
Mayor

Attest:

\_\_\_\_\_  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	_____	_____	_____	_____
Councilman Campbell	_____	_____	_____	_____
Councilman Ramsey	_____	_____	_____	_____
Dep. Mayor Stephenson	_____	_____	_____	_____
Mayor Jennings	_____	_____	_____	_____

*Netel*  
*BRC of*  
*4-22-08*  
*1:23 PM*  
*MESSAGE LEFT FOR J. BARBER*



**Command Co., Inc.**

135 Hartford Road  
Medford, NJ 08055

---

Township of Willingboro  
1 Salem Road  
Willingboro NJ 08046

*9:59 AM*

RECEIVED

APR 22 2008

OFFICE OF THE TOWNSHIP CLERK  
WILLINGBORO, NEW JERSEY

Proposal Enclosed  
Construction of a Spray Park Facility at  
Pennypacker Pool  
April 22, 2008 10:30AM

*R.V. Bortolotto*  
*A. Bills*  
*Trusse*  
✓

**RESOLUTION NO. 2008 - 68**

**A RESOLUTION AWARDED A BID FOR  
CONSTRUCTION OF SPRAY PARK  
AT PENNYPACKER POOL**

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

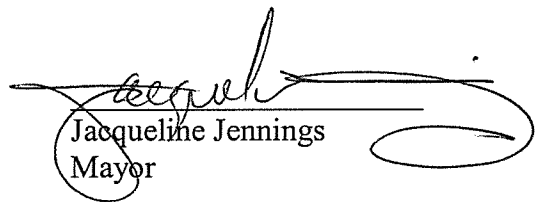
WHEREAS, bids have been received, opened and read in public; and


WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Command Co., Inc., 135 Hartford Road, Medford, New Jersey 08055**. The award is for a total bid amount of \$191,195.00 as per the Township Engineer's letter dated April 22, 2008; 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 22<sup>nd</sup> day of April, 2008, that the bid be accepted as per the recommendation of the Township Engineer.

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

  
Jacqueline Jennings  
Mayor

Attest:  
  
Marie Anese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Ramsey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

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: 04/22/08  
Resolution Number: 2008-68

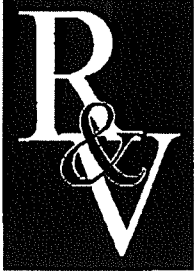
Vendor: COMMAND COMMAND CO INC  
135 HARTFORD RD  
MEDFORD, NJ 08055

Contract: C8-00004 COMMAND CO- SPRAY PARK

Account Number	Amount	Department Description
C-04-55-907-000-009	191,195.00	GENERAL CAPITAL 2007
Total	191,195.00	

Only amounts for the 2008 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
Barbara L. Chapman  
Acting Chief Financial Officer



Remington & Vernick Engineers  
Remington, Vernick & Vena Engineers  
Remington, Vernick & Beach Engineers  
Remington, Vernick & Arango Engineers  
Remington, Vernick & Walberg Engineers

EXECUTIVE VICE PRESIDENTS  
Michael D. Vena, P.E., P.P., C.M.E.  
Edward J. Walberg, P.E., P.P., C.M.E.  
Thomas F. Beach, P.E., C.M.E.  
Richard G. Arango, P.E., C.M.E.

**DIRECTOR OF OPERATIONS**

**CORPORATE SECRETARY**  
Bradley A. Blubaugh, B.A., M.P.A.

**SENIOR ASSOCIATES**

John J. Cantwell, P.E., P.P., C.M.E.  
Alan Dittenhofer, P.E., P.P., C.M.E.  
Frank J. Senay, Jr., P.E., P.P., C.M.E.  
Terence Vbgt, P.E., P.P., C.M.E.  
Dennis K. Yoder, P.E., P.P., C.M.E.  
Charles E. Adamson, P.L.S., A.E.T.  
Kim Wendell Bibbs, P.E., C.M.E.  
Marc DeBlasio, P.E., P.P., C.M.E.  
Leonard A. Falola, P.E., C.M.F.

**Remington & Vernick  
Engineers**

232 Kings Highway East  
Haddonfield, NJ 08033  
(856) 795-9595  
(856) 795-1882 (fax)

15-33 Haledel Street  
East Orange, NJ 07018  
(973) 323-3055  
(973) 323-3068 (fax)

**Remington, Vernick  
& Vena Engineers**

9 Allen Street  
Toms River, NJ 08753  
(732) 286-9220  
(732) 505-8416 (fax)

3 Jucerna Boulevard, Suite 2  
Old Bridge, NJ 08957  
(732) 955-8000  
(732) 591-2815 (fax)

**Remington, Vernick  
& Walberg Engineers**

845 North Main Street  
Pleasantville, NJ 08232  
(609) 645-7110  
(609) 645-7076 (fax)

4907 New Jersey Avenue  
Wildwood City, NJ 08260  
(609) 522-5150  
(609) 522-5313 (fax)

**Remington, Vernick  
& Beach Engineers**

922 Fayette Street  
Conshohocken, PA 19428  
(610) 940-1050  
(610) 940-1161 (fax)

102 West Allen Street  
Mechanicsburg, PA 17055  
(717) 766-1775  
(717) 766-0232 (fax)

U.S. Steel Tower  
600 Grant Street, Suite 1251  
Pittsburgh, PA 15219  
(412) 263-2200  
(412) 263-2210 (fax)

Univ. Office Plaza, Commonwealth Bldg.  
260 Chapman Road, Ste. 104F  
Newark, DE 19702  
(302) 266-0212  
(302) 266-6208 (fax)

**Remington, Vernick  
& Arango Engineers**

243 Route 130, Suite 200  
Bordentown, NJ 08505  
(609) 298-6017  
(609) 298-8257 (fax)

April 22, 2008

Joanne Diggs, Township Manager  
Township of Willingboro  
One Salem Road  
Willingboro, NJ 08046

**Re: Township of Willingboro  
Construction of a Spray Park Facility at Pennypacker Pool  
Recommendation of Award  
R&V #0338T071**

Dear Ms. Diggs:

We have tabulated the bids received on April 22, 2008, regarding the above-referenced project and find the apparent low bidder to be Command Co, Inc., 135 Hartford Road, Medford, NJ 08055 in the amount of \$191,195.00 representing the Base Bid. A copy of the tabulation is enclosed for your review.

Therefore, in accordance with Local Public Contracts Law, NJSA 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be Command Co., Inc. The award should be contingent upon approval of your solicitor and monies being available.

If you have any questions or require anything further, please do not hesitate to contact me at (973) 323-3065.

Sincerely,  
**REMINGTON & VERNICK ENGINEERS, INC.**

K. Wendell Bibbs, P.E., C.M.E.  
Senior Associate & North Jersey Regional Manager

KWB/clg

Cc: Mayor & Council  
Marie Annesse, Township Clerk  
Jill Cyrus, Director of Parks and Recreation  
Kendall Brunson  
Gregory Sullivan  
James Walker

S:\Willingboro\0338T071 Award Letter 04-22-08 - Pennypacker Pool.doc

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www.rve.com

**IR V**  
**REMINGTON & VERNICK ENGINEERS**  
**BID TABULATION**

PROJECT NAME:  
 Construction of a Spray Park Facility at Pennypacker Pool.  
 PROJECT NUMBER:  
 0338-T-071  
 CLIENT:  
 TOWNSHIP OF WILLINGBORO

#	DESCRIPTION	QUANTITY & UNITS	UNITS		TOTAL
			PRICE	TOTAL	
1	Clearing Site	1 LS	\$40,000.00	\$40,000.00	
2	Schedule 80 PVC Pipe 2" Diameter	990 LF	\$13.00	\$12,870.00	
3	Wire Mesh Reinforced Concrete pool Deck 6" Thick	48 CY	\$400.00	\$19,200.00	
4	Structural Fill, 1-5 (If and Where Directed)	143 LF	\$45.00	\$6,435.00	
5	Steel Reinforced Concrete Pool Slab 6" Thick	31 CY	\$450.00	\$13,950.00	
6	New 6" High GreenNon-climbable Fence	54 LF	\$40.00	\$2,160.00	
7	Installation of Reservoir	1 LS	\$12,000.00	\$12,000.00	
8	Installation of Spray Park Features	1 LS	\$32,000.00	\$32,000.00	
9	Schedule 80 PVC Drain Pipe 12" Diameter	95 SY	\$80.00	\$7,600.00	
10	Electrical	1 LS	\$18,000.00	\$18,000.00	
11	Remove Replace 4" Sidewalk	7 SY	\$60.00	\$420.00	
12	Silt Fence (If and Where Directed)	220 LF	\$2.00	\$440.00	
13	Pump House	1 LS	\$25,000.00	\$25,000.00	
14	Topsoiling, 4" Thick	180 SY	\$5.00	\$900.00	
15	Fertilizing and Seeding, Type A-3	160 SY	\$2.00	\$320.00	
<b>TOTAL CONSTRUCTION COST</b>					<b>\$191,195.00</b>

Command Co., Inc.  
 135 Hartford Road  
 Madris, NJ 08055  
 609-654-5557  
BB1894 all construction items shown to be in order

UNITS	PRICE	TOTAL
\$9,000.00	\$9,000.00	\$9,000.00
\$25.00	\$24,750.00	\$24,750.00
\$500.00	\$24,000.00	\$24,000.00
\$20.00	\$2,860.00	\$2,860.00
\$750.00	\$23,250.00	\$23,250.00
\$60.00	\$3,240.00	\$3,240.00
\$40,000.00	\$40,000.00	\$40,000.00
\$10,000.00	\$10,000.00	\$10,000.00
\$150.00	\$14,250.00	\$14,250.00
\$15,000.00	\$15,000.00	\$15,000.00
\$100.00	\$700.00	\$700.00
\$2.50	\$550.00	\$550.00
\$48,000.00	\$48,000.00	\$48,000.00
\$10.00	\$1,600.00	\$1,600.00
\$6.00	\$960.00	\$960.00
		<b>\$218,250.00</b>

Level-1 Construction, Inc.  
 P.O. Box 585  
 Berlin, NJ 08009  
 856-767-1503

UNITS	PRICE	TOTAL
\$47,000.00	\$47,000.00	\$47,000.00
\$21.20	\$20,988.00	\$20,988.00
\$400.00	\$19,200.00	\$19,200.00
\$90.00	\$8,580.00	\$8,580.00
\$650.00	\$17,050.00	\$17,050.00
\$70.00	\$3,780.00	\$3,780.00
\$26,000.00	\$26,000.00	\$26,000.00
\$9,800.00	\$9,800.00	\$9,800.00
\$390.00	\$37,050.00	\$37,050.00
\$4,200.00	\$4,200.00	\$4,200.00
\$100.00	\$700.00	\$700.00
\$15.00	\$3,300.00	\$3,300.00
\$50,000.00	\$50,000.00	\$50,000.00
\$23.00	\$3,680.00	\$3,680.00
\$18.00	\$2,880.00	\$2,880.00
		<b>\$254,208.00</b>

Shared Systems Technology, Inc.  
 P.O. Box 408  
 Sewell, NJ 08080  
 856-653-5700

UNITS	PRICE	TOTAL
\$59,600.00	\$59,600.00	\$59,600.00
\$40.00	\$39,600.00	\$39,600.00
\$650.00	\$45,600.00	\$45,600.00
\$100.00	\$14,300.00	\$14,300.00
\$1,100.00	\$34,100.00	\$34,100.00
\$200.00	\$10,800.00	\$10,800.00
\$33,000.00	\$33,000.00	\$33,000.00
\$25,000.00	\$25,000.00	\$25,000.00
\$400.00	\$38,000.00	\$38,000.00
\$25,000.00	\$25,000.00	\$25,000.00
\$200.00	\$1,400.00	\$1,400.00
\$6.00	\$1,320.00	\$1,320.00
\$45,000.00	\$45,000.00	\$45,000.00
\$8.00	\$1,280.00	\$1,280.00
\$5.00	\$800.00	\$800.00
		<b>\$374,800.00</b>

Stoneidge Aquatic Construction  
 835 Pennsylvana Blvd.  
 Feasterville, PA 19353

UNITS	PRICE	TOTAL
\$59,600.00	\$59,600.00	\$59,600.00
\$40.00	\$39,600.00	\$39,600.00
\$650.00	\$45,600.00	\$45,600.00
\$100.00	\$14,300.00	\$14,300.00
\$1,100.00	\$34,100.00	\$34,100.00
\$200.00	\$10,800.00	\$10,800.00
\$33,000.00	\$33,000.00	\$33,000.00
\$25,000.00	\$25,000.00	\$25,000.00
\$400.00	\$38,000.00	\$38,000.00
\$25,000.00	\$25,000.00	\$25,000.00
\$200.00	\$1,400.00	\$1,400.00
\$6.00	\$1,320.00	\$1,320.00
\$45,000.00	\$45,000.00	\$45,000.00
\$8.00	\$1,280.00	\$1,280.00
\$5.00	\$800.00	\$800.00
		<b>\$374,800.00</b>

**RESOLUTION NO. 2008 - 69**

**Resolution of the Township Of Willingboro authorizing transfer of Human Services/Local Assistance to Burlington County**

**WHEREAS**, the Township of Willingboro Township Council is charged with developing a fiscally responsible budget; and

**WHEREAS**, the Township of Willingboro has provided local assistance services to residents in need; and

**WHEREAS**, the Township Council has found that it is a financial hardship to continue to provide services that can be provided by the County; and

**WHEREAS**, as a result, the Township Council has found that it is in the best of the Township to transfer those services to the Burlington County which will continue to provide such services; and

**WHEREAS**, it is understood that this resolution will become effective upon the acceptance by Burlington County of the Local Assistance and Human Services duties and responsibilities;

**NOW THEREFORE BE IT RESOLVED**, in open public session on this 22<sup>nd</sup> day of April, 2008 in the Township of Willingboro that the Township Council hereby authorizes the Township Manager to transfer the Township's Human Services and Local Assistance services to the County of Burlington.

Attest:

\_\_\_\_\_  
Marie Annese, RMC, Clerk

\_\_\_\_\_  
Jacqueline Jennings, Mayor



**Recorded Vote**

Councilman Ayer  
Councilman Campbell  
Councilman Ramey  
Dep. Mayor Stephenson  
Mayor Jennings

Yes    No    Abstain    Absent

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

Resolution No. 2008 – 69

Transferring Human  
Services/Local Assistance to  
County

To be provided by Law Dept.

**RESOLUTION NO. 2008 – 70**

**A RESOLUTION AWARDING PRINTING BID FOR 2008**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for the 2008 Printing Bid; and

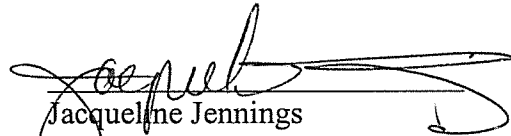
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bids of:


- (1) Good Impressions Inc., 13 East Scott Street, Box 409, Riverside, N. J. 08075
- (2) OCS Printing, 510 South Shore Road, Marmora, N.J. 08223

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 22<sup>nd</sup> day of April, 2008, that the bids be accepted as per the attached bid return sheet; and

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

  
Jacqueline Jennings  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Ramsey	<input checked="" type="checkbox"/>			
Dep. Mayor Stephenson	<input checked="" type="checkbox"/>			
Mayor Jennings	<input checked="" type="checkbox"/>			



**Continuation of Resolution No. 2008-70, Award of Printing Bid for 2008**

**Good Impressions Printing Inc.  
28 Scott Street  
Box 409, Riverside, NJ 08075  
(856) 461-3232**

**Awarded Item No. – 1, 3, 4, 5, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31, **33**, 34, 36, 39, 44, 45, 51, 52, 53, 54, 58, 59, 61, 62, 63, 65, 69, 70, 71, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 85, 86, 87, 89, 92, 94, 96, 97, and 98.**

**OCS Printing, Inc.  
510 South Shore Road  
Marmora, NJ 08223  
(609) 390-1400**

**Awarded Item No. – 2, 5, 9, 10, 19, 20, 28, 32, **33**, 35, 37, 38, 40, 41, 42, 43, 46, 47, 48, 56, 57, 60, 64, 66, 67, 68, 72, 83, 84, 88, 90, 91, 93, and 95.**

**NO BIDS REQUIRED FOR THE FOLLOWING ITEM 's – 18, 50, and 55**

**UNDERLINED/BOLD NUMBERS INDICATE A TIE – DUPLICATE AWARD**

## BIDDERS FORM

Bid Opening was held on April 16, 2008 at 10:45 a.m. two companies submitted the following bids

**Attention all Bidders: Please be advised that Willingboro Township has adopted a "NEW LOGO".**  
**You will need to come into the Clerks Office to view specification.**

**GENERAL ITEMS:**

	<u>APPROXIMATE QUANTITIES</u>
1) Request Form 50 PER PAD	100 Pads
2) Business Cards (Gen. - except Police)	1,000
3) Business Cards (Gold Seal, Mgr. Dep. Mgr. & Council)	1,000
4) Memo Pads 5 1/2X8 1/2 (50 to pad)	1,000
5) New Resident Info. Packet Envelope (White) 10 x 13	1,000

**GOOD IMPRES.**

	<u>BID PRICE</u>
PER 100 OR 1000	25.50 m
44.00 m	44.00 m
55.00 m	55.00 m
9.00 m	9.00 m
110.00 m	110.00 m

**O. C. S.**

	<u>BID PRICE</u>
PER 100 OR 1000	NB
42.00 m	42.00 m
60.00 m	60.00 m
65.00 m w/ 20 pads min.	65.00 m w/ 20 pads min.
110.00 m	110.00 m

**TOWNSHIP CLERK'S OFFICE:**

6) Solicitor/Peddler License

7) Application for Raffle License

8) Application for Bingo License

9) Findings & Determinations

10) Bingo & Raffle License

11) Municipal Improvement Search START # 15046

12) Certificate (Buff & Blue w/township seal 8 1/2X11")

13) Dog Tags & Links

14) Dog Infor Hangers for Dog Census

15) Dog Information Brochure

16) Oath of Office

17) Proclamation Form

18) **Not needed**

19) Taxi Cab License, Numbered Books of 50 (bound & perforated at stub) **START # 151**

20) Food Establishment License, Numbered Books of 50 (Bound & Perforated at stub) **START # 151**

21) Minute Paper, 8 1/2X11, Cream, 3 Rectangle Shaped Holes

22) Perforated Sheet in half (8 1/2 x 11) White

23) Mercantile Business License, Numbered Books of 50 (Bound & Perforated at stub) **START # 301**

**APPROXIMATE QUANTITIES**

100

500

500

500

500

1,000

500

3,000

10,000

5,000

500

200

2Bks

2Bks.

500

4,000

300

**GOOD IMPRES.**

PER 100 OR 1000

BID PRICE  
60.00 hd

17.50 hd

950 hd

22 hd

60 lot m

94 lot m

93 lot m

650 lot

50 lot

48 lot

12 hd

49 lot

47 lot

200 lot

84 bk

195 lot

52 m

80 bk

**O. C. S.**

PER 100 OR 1000

BID PRICE  
65.00 c

NB

NB

55.00 lot

55.00 lot

105.00 m

98.00

NB

52.00 m

50.00 m

65.00 m

52.00 m

80.00 bk

80.00 bk

NB

54.00 m

80.00 bk 6 book min

**REGISTRAR/VITAL STATISTICS:**

- 24) Payment Receipts - In Books of 50 = 100 Books  
(Numbered, 3 page NCR) **START # NEEDED**
- 25) Vital Record Request Envelope - 5" x 7"  
(Brown with Black Ink) Cost change to \$25.00 ea.
- 26) Register Envelope 9"x12" White

**APPROXIMATE  
QUANTITIES**

- 100
- 1,000
- 3,000

**GOOD IMPRES.**

PER 100 OR 1000

**BID PRICE**

- ✓ 709 lot
- ✓ 69 lot
- ✓ 92 m

**O. C. S.**

PER 100 OR 1000

**BID PRICE**

- NB
- 70.00 m
- 95.00 m

**FINANCE DEPARTMENT:**

- 27) Tax Payment Envelope - 6 1/2 X 4"-Brown-2 Sided
- 28) Payment Voucher, White/Yellow - Numbered - NRC  
8 1/2 x 11", Black Ink START # **REQUIRED**
- 29) Tax Payment Sticker 2 1/2" x 2"

**APPROXIMATE  
QUANTITIES**

1,000  
2,500  
1,000

**GOOD IMPRES.**  
PER 100 OR 1000  
**BID PRICE**

✓ 89 m  
74 m  
✓ 95 lot

**O. C. S.**  
PER 100 OR 1000  
**BID PRICE**

✓ 90.00 m  
65.00 m  
105.00 m

**PURCHASING DEPT**

**APPROXIMATE  
QUANTITIES**

**GOOD IMPRES.**  
PER 100 OR 1000  
**BID PRICE**

**O. C. S.**  
PER 100 OR 1000  
**BID PRICE**

30)	Purchase Orders, White/Green - 8 1/2 x 11 with 2 Runs--White/Green-Face Up White, Pink, Green - Face Down	5,000	✓	135 m	NB
31)	Letterhead Bone/Buf (8 1/2X11) Gold Seal	10,000	✓	68 m	70.00 m
32)	Letterhead Bone/Buf (2nd Sheet 8 1/2X11)	2,500		50 m	35.00 m
33)	Envelope #10 (Cream/Cambria Writing)	20,000	✓	80 m	80.00 m
34)	Window Envelope (Do Not Forward #10)	40,000	✓	24 m	25.00 m
35)	Window Envelope #10 (General)	20,000		26 m	25.00 m
36)	Envelope #10 (White)	30,000	✓	23 m	24.00 m
37)	Self-Adhesive Mailing Label 5 1/2 x 3"	4,000		54 m	40.00 m

**INSPECTIONS DEPARTMENT:**

**GOOD IMPRES.**

**O. C. S.**

	APPROXIMATE QUANTITIES	PER 100 OR 1000	
		BID PRICE	BID PRICE
38) Window Envelope #12	1,000	80 m	65
39) Inspection Dept. Receipt, 3 page/NCR, Numbered (START # REQUIRED)	1,000	95 lot	120.00 m
40) Courtesy Notice, 2 page/NCR/25 per pad	1,000	90 lot	85.00 m
41) Property Maintenance Violation/3 page/NCR 8 1/2x11" (white, yellow, pink w/black ink	1,000	104 lot	98.00 m
42) Grass Notice, 2 Page/NCR (25 to Pad)	80 pads	135 lot	1.60 pd
43) Notice of Property Maintenance Order (8 1/2 X 11", white & Red)	300	74 lot	55.00 lot
44) Thank You Notes & Envelopes	500	150 lot	NB
45) Inspection Sticker, 4X4", Yellow with Black Ink/Crack/Peel	500	45 lot	75.00 lot
46) Violation Sticker Notice - Peel Off - Orange - 8 1/2X5 1/2"	500	100 lot	95.00 lot
47) Violation Notice -(Red w/Black Ink)	1,000	129 lot	110.00
48) This Rubbish Was Not Picked Up Because	500	100 lot	65.00

**FIRE DEPARTMENT:**

**APPROXIMATE QUANTITIES**

**GOOD IMPRES.**

PER 100 OR 1000

BID PRICE

**O. C. S.**

PER 100 OR 1000

BID PRICE

49)	NOT REQUIRED - Envelope white, Gold & Blue Logo 9 1/2 X 4"	1,000	✓	110 lot	✓	95.00 m
50)	NOT REQUIRED - Letterhead, White, Gold & Blue Logo 8 1/2 X 11" Blue Border	1,000	✓	120 lot	✓	95.00 m
51)	Letterhead, (Linen)Beige- (Maroon/Black ink) - 8 1/2X11" (Maroon color border)	1,000	✓	100 lot	✓	105.00 m
52)	Letterhead, (Linen) Beige - 8 1/2X11" (Maroon color border) Second sheet	500	✓	70 lot	✓	75.00 lot
53)	Envelope -Beige (Maroon/Black ink) 9 1/2X4"	1,000	✓	110 lot	✓	125.00 m
54)	Pads (Black) 5 1/2X8 1/2" - 50 per pad (two holes at top)	15 Pads	✓	57 lot	✓	60.00 lot
55)	NOT REQUIRED - Business Cards (white) blue/gold ink	500	✓	40 lot	✓	48.00 lot
56)	Business Cards (Beige) black/gold ink	1,000	✓	97 lot	✓	65.00 m
57)	Business Cards (Beige) black/maroon ink	1,000	✓	94 lot	✓	90.00 m



**MUNICIPAL COURT:**

**APPROXIMATE  
QUANTITIES**

**GOOD IMPRES.**

PER 100 OR 1000

**BID PRICE**

**O. C. S.**

PER 100 OR 1000

**BID PRICE**

58)	Notice to Appear ( 5 pages/5 color/NCR)	2,000	✓	185 m	205.00 m
59)	Subpoena to Testify (3 page/ 3 color/ NCR)	1,000	✓	90 lot	105.00 m
60)	Order - Payment of Fines & Costs (Criminal) (2 page/ 2 color / NCR)	1,000		73 lot	65.00 m
61)	Non-Indictable Summons (10 per book) x 500 books <b>START # REQUIRED</b>	500 Bks.	✓	2504 lot	NB
62)	Traffic Summons (10 per book) X 500 books <b>START # REQUIRED</b>	250 Bks.	✓	8 bk	NB
63)	Receipt Books (25 per book) X 200 books (Numbered)	200 Bks.	✓	500 lot	NB
64)	Notice to Officer (3 page/ 3 color/ NCR)	1,000		175 lot	105.50 m
65)	Bail Recognizance	1,000	✓	95 lot	190.00 m
66)	Affidavit of Income & Assets (2 sided with a reset)	1,000		99 lot	65.00 m
67)	Order-Payment of Fines & Cost (Traffic) (2 page/ 2 color/ NCR)	1,000		99 lot	65.00 m
68)	Affidavit of defense (Traffic)	1,000		140 lot	75.00 m
69)	Court Letterhead (Erasable Bond)	1,000	✓	135 lot	NB
70)	Notice in Lieu of Complaint (3 page/ 3 color/ NCR)	1,000	✓	99 lot	105.00 m
71)	Intoxicated Driver Penalty Provisions (4 page/ 4 color/ NCR)	1,000	✓	114 lot	115.00 m

**MUNICIPAL COURT:**

- 72) Notice to Defendant Following Conviction
- 73) Rescinding Order  
(3 page/ 3 color/ NCR)
- 74) Mediation Agreement  
(4 page/ 4 color/ NCR)
- 75) Commitment  
(3 page/ 3 color/ NCR)

**APPROXIMATE  
QUANTITIES**

1,000  
1,000  
500  
1,000

**GOOD IMPRES.**

PER 100 OR 1000

**BID PRICE**

74 lot  
104 lot  
84 m  
99 lot

**O. C. S.**

PER 100 OR 1000

**BID PRICE**

65.00 m  
105.00 m  
85.00 lot  
105.00 m

**RECREATION/PUBLIC WORKS DEPT.**

**APPROXIMATE  
QUANTITIES**

**GOOD IMPRES.**

PER 100 OR 1000

BID PRICE

**O. C. S.**

PER 100 OR 1000

BID PRICE

76)	Letterhead-First page, Buff/Cream, Full Color Seal, 8 1/2X11" Bond paper	5,000	✓ 139 m	NB
77)	Letterhead- half sheet, 8 1/2X5 1/2", Buff/Cream Bond Paper w/Twp. Seal (full color)	2,500	✓ 54 m	NB
78)	Envelope - (cream w/full color seal) 9 1/2 x 4 1/4"	2,000	✓ 154 m	NB
79)	Envelope - (white w/color seal) 9 1/2 x 4 1/4"	5,000	✓ 24 m	NB

**POLICE DEPARTMENT:**

**APPROXIMATE QUANTITIES**

**GOOD IMPRES.**  
**PER 100 OR 1000**  
**BID PRICE**

**O. C. S.**  
**PER 100 OR 1000**  
**BID PRICE**

80)	Warning Notice, 2 page/2/color/NCR/Numbered (Cardboard backing between last set & covering for stability) Perforated top	5,000	✓ 104 m	105.00 m
81)	Miranda Warning	2,000	✓ 39 m	45.00 m
82)	Vehicle Repair Tag	3,000	✓ 110 m	125 m
83)	Tow Sticker	2,000	108 m	105.00 m
84)	Neighborhood Watch	1,000	112 lot	110.00 m
85)	Crime Watch Letterhead (2sided Blue Ink)	2,000	✓ 80 m	90.00 m
86)	Operation Identification (Home)	400	✓ 325 lot	NB
87)	Operation Identification 9 (Vehicle)	400	✓ 275 lot	NB
88)	Curfew Ordinance Violation Custody Card (3 page/3 color/NCR)	500	280 lot	80.00 lot
89)	Violation Notice, 3 page/2color with carbons, Last page hard copy (20 sets per pads)	1,000	✓ 74 lot	NB

**POLICE DEPARTMENT:**

**APPROXIMATE**

**QUANTITIES**

**GOOD IMPRES.**

**PER 100 OR 1000**

**BID PRICE**

**O. C. S.**

**PER 100 OR 1000**

**BID PRICE**

90)	Business Cards (Dir. Capt. & Lt.) with Gold Seal/Badge	1,000	
91)	Business Cards (All other Police) Black Seal/Badge	1,000	
92)	Property Check Notice, 2 page/2 color/NCR 25 sets per pad	100	
93)	Incident Business Card - White, Blk Ink/Badge	5,000	
94)	Vehicle Report - 3 pages, White/Yellow/Pink NCR - Sealed at Top	1,000	
95)	Consent to Search (NCR - 2 page- White/Yellow, Perforated at top/ cardboard backing between last	2,500	
96)	Warning Notice, Green w/ black ink	1,000	
97)	Fee Receipt Book ( NCR 3 page white/pink/ yellow) Perforated 3 parts per page; Numbered <b>START # REQUIRED</b>	2 Bks	
98)	Letterhead white, Blue with Gold Seal/Badge 8 1/2 x 11"		

	80 m		75.00 m
	70 m		40.00 m
✓	1.50 pad		1.60 PD min. 100 pads
	35 m		32.00 m
✓	104 m		105.00 m
	94 m		92.00 m
✓	95 m		165.00 m
✓	110 bk		NB
✓	119 m		NB



RESOLUTION NO. 2008 - 71

MAKE  
COPY FOR  
RENEWAL FILE

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
WILLINGBORO PROVIDING CONSENT TO WILLINGBORO  
RENEWAL, LLC, TO ENTER INTO CERTAIN REAL ESTATE  
TRANSACTIONS INVOLVING THE REDEVELOPMENT AREA,  
SPECIFICALLY TO REFINANCE BLOCK 3, LOTS 4.09 AND 4.10, PURSUANT  
TO N.J.S.A. 40A:12A-9.**

**WHEREAS**, the Township of Willingboro entered into a Redevelopment Agreement with ReNEWal Willingboro, L.L.C. ("ReNEWal"), dated 1998 (the "ReNEWal Initial Agreement"), providing for mixed-use development (the "Master Project") on the site of the former Willingboro Plaza shopping center, a 56-acre parcel within the Redevelopment Area that was formerly identified on the Township's tax maps as Block 3, Lot 4.01 ("the ReNEWal Site"); and

**WHEREAS**, ReNEWal created Willingboro Urban ReNEWal, L.L.C. ("WUR"), an urban renewal entity as defined in the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and the Township, ReNEWal, and WUR entered into a First Amendment to Redevelopment Agreement, dated December 15, 2000 (the "ReNEWal First Amendment") and a Second Amendment to Redevelopment Agreement, dated April 2002 (the "ReNEWal Second Amendment") and a Third Amendment to Redevelopment Agreement dated July 22, 2003 (the "ReNEWal Third Amendment") and a Fourth Amendment to Redevelopment Agreement, dated February 24, 2005 (the "ReNEWal Fourth Amendment") and a Fifth Amendment to Redevelopment Agreement dated May 2005 (the "ReNEWal Fifth Amendment") (the ReNEWal Initial Agreement, ReNEWal First Amendment, ReNEWal Second Amendment, ReNEWal Third Amendment, ReNEWal Fourth Amendment and the ReNEWal Fifth Amendment are referred to, collectively, as the "ReNEWal Redevelopment Agreement"); and

**WHEREAS**, WUR and ReNEWal entered into a Construction and Management Agreement, dated December 11, 2000, whereby WUR was designated the ownership entity for the ReNEWal Site and ReNEWal retained responsibility for the development, leasing and sale of the property ("Management Agreement"); and

**WHEREAS**, WUR acquired title to the ReNEWal Site and, by duly adopted Resolution, the Willingboro Township Planning Board approved a major subdivision of the site, as shown on a certain plat entitled, "Major Subdivision of Block 3 Lot 4.01, Tax Map Sheet No. 105," prepared by Langan Engineering and Environmental Services, dated September 1, 2000 and last amended December 27, 2000; and

**WHEREAS**, pursuant to the ReNEWal Redevelopment Agreement, ReNEWal was obligated to pay the following special assessments to the Township: (a) an Environmental Special Assessment to repay the Township's loan of \$2,000,000 in bond proceeds to fund the environmental assessment and remediation of the ReNEWal Site; and (b) an Infrastructure Special Assessment to satisfy ReNEWal's obligation to contribute \$1,000,000 toward the cost of certain infrastructure improvements (the Infrastructure Special Assessment and the Environmental Special Assessment shall be referred to, collectively, as the "Special Assessments"); and

**WHEREAS**, the Township entered into a Financial Agreement for Long Term Tax Exemption dated December 11, 2000 ("PILOT") which provided that ReNEWal and WUR would make payments to the Township in lieu of real estate taxes ("PILOT Payments"); and

**WHEREAS**, WUR intends to grant a mortgage to Flushing Savings Bank ("Flushing") (together with its successors and/or assigns) to refinance Block 3, Lots 4.09 and 4.10, (hereinafter "the Property"); and

**WHEREAS**, the Willingboro Urban ReNEWal, L.L.C. ("WUR") has made application to the Township of Willingboro (hereinafter "Township") to approve the refinancing and mortgage agreement between WUR and Flushing; and

**WHEREAS**, there exists unpaid Special Assessment payments of at least \$70,979.82; and

**WHEREAS**, the foregoing actions shall not become effective unless and until the outstanding payments for the Special Assessments are made in at least the amount of \$70,979.82 for which WUR shall provide the Township with a copy of the closing settlement statement reflecting such payment and;

**WHEREAS**, the parties will determine the exact amounts outstanding and due to the Township shortly hereafter; and

**WHEREAS**, the documents and the foregoing resolution related to such mortgage shall not be effective unless and until the Outstanding Payments are made in conjunction with the closing, at which time the documents shall be entitled to be released from escrow;

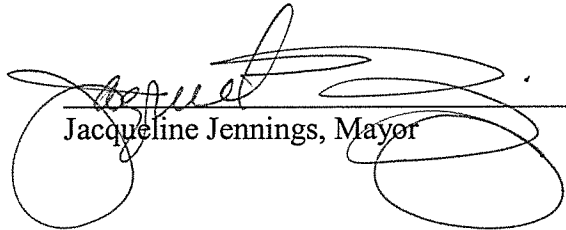


**NOW THEREFORE BE IT RESOLVED** by the Township Council of Willingboro in open public session held on this 29th day of April, 2008, that the Township of Willingboro hereby consents to the proposed mortgage agreement between WUR and Flushing subject to and provided that said agreements are in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq. and the Redevelopment Plan.

**BE IT FURTHER RESOLVED**, that certified copies of this Resolution shall be provided to WUR for their information and attention.

Attest:

  
Marie Annese, RMC, Clerk

  
Jacqueline Jennings, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Ayer	✓			
Councilman Campbell	✓			
Councilman Ramey	✓			
Dep. Mayor Stephenson	✓			
Mayor Jennings	✓			

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD. WILLINGBORO. N.J. 08046**  
Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO: Dorothy Bolinsky, Esq.  
COMPANY: DRINKER BIDDLE & REATH  
DATE: 4/30/08  
TO FAX NO. 799. 7000  
FROM: MARIE ANNESE EXT. 6202 PAGES 4  
SUBJECT: Res. 2008-71 - Mortgage - Renewal

FOR YOUR INFORMATION  PLEASE RESPOND

THANK YOU.

\*\*\*\*\*  
 \* P.01 \*  
 \* TRANSACTION REPORT \*  
 \* APR-30-2008 WED 04:44 PM \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
 \* APR-30 04:44 PM 7997000 44" 4 SEND OK 838 \*  
 \* TOTAL : 44S PAGES: 4 \*  
 \*\*\*\*\*

**WILLINGBORO TOWNSHIP**  
**ONE SALEM ROAD, WILLINGBORO, N.J. 08046**  
Phone No. (609) 877-2200 Fax No. (609) 835-0782

TELEFAX COVER SHEET

TO: Dorothy Bolinsky, Esq.  
 COMPANY: Drinker Biddle & Reath  
 DATE: 4/30/08  
 TO FAX NO. 799-7000

FROM: Marie Annesz EXT. 6202 PAGES 4  
 REASON: Per 2008-11 - MORIENSE - Renewal

LOAN NO.: 1414208635  
FILE NO.: 00134-01420  
TITLE NO.: UT11931  
PREMISES: 300 Campbell Drive & 300 Willingboro Parkway  
Willingboro, New Jersey 08046

Section:  
Block: 3  
Lots: 4.09 & 4.10  
County: Burlington  
State: New Jersey

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**WILLINGBORO URBAN RENEWAL, LLC**

to

**FLUSHING SAVINGS BANK, FSB**

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**MORTGAGE, SECURITY AGREEMENT AND  
ASSIGNMENT OF LEASES AND RENTS**

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RETURN BY MAIL TO:

Cullen and Dykman LLP  
44 Wall Street, 19<sup>th</sup> Floor  
New York, New York 10005  
Attention: Steven J. Robinson, Esq.

**MORTGAGE, SECURITY AGREEMENT  
AND ASSIGNMENT OF LEASES AND RENTS**

By

**WILLINGBORO URBAN RENEWAL, LLC**

In Favor of

**FLUSHING SAVINGS BANK, FSB**

**THIS MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS** made as of this 29th day of April, 2008, by **WILLINGBORO URBAN RENEWAL, LLC**, a New Jersey limited liability company having an office at 3834 Franklin Avenue, Astoria, OR 97103 (the "Mortgagor") in favor of **FLUSHING SAVINGS BANK, FSB**, a corporation organized and existing under the Banking Law of the United States of America having a principal place of business at 144-51 Northern Boulevard, Flushing, New York 11354 (the "Mortgagee").

WITNESSETH, that the Mortgagor is indebted to the Mortgagee for the payment of an indebtedness in the sum of FOUR MILLION TWO HUNDRED THOUSAND AND 00/100 (\$4,200,000.00) DOLLARS lawful money of the United States, to be paid, with interest thereon (as such sum may be reduced from time to time, together with the interest thereon, hereinafter sometimes collectively referred to and described as the "Debt"), according to a certain note or obligation bearing even date herewith (which, as now exists, and as the same may hereafter, from time to time be extended, amended, modified, restated or superseded, hereinafter collectively referred to as the "Note").

NOW THIS INDENTURE WITNESSETH that for better securing the payment of the Debt, and the performance by the Mortgagor of the terms, covenants, conditions and obligations contained herein, in the Note and in any other documents and agreements given to secure payment of the Note according to the true intent and meaning thereof, and also for and in consideration of one dollar to the Mortgagor in hand paid by the Mortgagee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the Mortgagor has mortgaged, granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does mortgage, grant, bargain, sell, alien, release, convey and confirm unto the Mortgagee, forever, and grants the Mortgagee a security interest in:

## MORTGAGED PROPERTY

A. All the land located in the County of Burlington and State of New Jersey described in Schedule A annexed hereto and made a part hereof (the "Land"), and known by the street addresses of 300 Campbell Drive, Willingboro, New Jersey and 300 Willingboro Parkway, Willingboro, New Jersey.

B. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land (the "Improvements").

TOGETHER with all and singular rights, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto, including, but not limited to:

C. All fixtures, machinery, appliances, materials, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in or on, or attached to, or used, or intended to be used, in connection with the operation of, or with construction on, the Land or the Improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing and all of the right, title and interest of the Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made by the Mortgagor or on its behalf with regard thereto (the "Personal Property").

D. All right, title and interest of the Mortgagor, if any, in and to the land in the bed of the streets or highways abutting the Land to the center line thereof; all easements, rights of way, strips and gores of land, streets, ways, sidewalks, curbs, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, remainders, reversions and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land or the Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor (the "Appurtenances").

E. All leases, lettings, occupancy agreements and licenses (collectively, the "Leases") of the Land and/or the Improvements or any part thereof now or hereafter entered into and all right, title and interest of the Mortgagor thereunder (including, without limitation, the cash and securities deposited thereunder), the right to receive and collect the rents, issues and profits from the Leases (the "Rents") and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of the Mortgagor of, in and to, and all proceeds of any sales or other dispositions of, the property described in Paragraphs (A), (B), (C) and (D) above and this Paragraph (E).

F. All proceeds of and any unearned premiums on any insurance policies covering the Improvements or the Personal Property or the Rents including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof.

G. All awards ("Awards"), heretofore made and hereafter to be made by any municipal, state or federal authorities to the Mortgagor and all subsequent owners of the property described above in Paragraphs (A) through (E) including any awards for any changes of grade of streets affecting the property described above in Paragraphs (A) through (E) as the result of the exercise of the power of eminent domain (a "Taking").

H. All the other estate, right, title, interest, use, possession, property, claim and demand whatsoever, contract rights, general intangibles, actions and rights in action, relating to the property described above in Paragraphs (A) through (G) and proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing.

All the property, interests and rights referred to in Paragraphs (A) through (H) above and any additional property, interests or rights hereafter acquired by the Mortgagor and subject to the lien of this Mortgage or intended to be so are referred to in this Mortgage as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property to the Mortgagee, its successors and assigns, forever.

The Mortgagor hereby grants to the Mortgagee a security interest in all rights and property described above in Paragraphs (C) and Paragraphs (E) through Paragraph (H) (collectively, the "Collateral"). This Agreement shall constitute a self-operative Security Agreement under Article 9 of the Uniform Commercial Code with respect to such rights and property, but the Mortgagor agrees to execute and deliver on demand such other instruments as the Mortgagee may request in order to create or perfect its security interest or to impose the lien hereof more specifically upon any of such rights and property. The Mortgagor hereby appoints the Mortgagee its agent and attorney-in-fact (which appointment shall be deemed to be an agency coupled with an interest), with full power of substitution, to execute, deliver and file on its behalf any UCC-1 financing statements, UCC-3 continuation statements and any other instruments necessary to create or perfect the Mortgagee's security interest upon any of the Collateral granted in this Paragraph which the Mortgagor has failed or refused to execute and deliver to the Mortgagee within ten (10) days after notice and request by the Mortgagee to so execute and deliver. The Mortgagee shall have all the rights and remedies under this Mortgage, or under any applicable law or agreements with the Mortgagor, of a Secured Party under the Uniform Commercial Code in addition to those specified herein.

And the Mortgagor covenants, represents and warrants with the Mortgagee that:

ARTICLE I

TERMS, COVENANTS, CONDITIONS,  
REPRESENTATIONS AND WARRANTIES

The Mortgagor covenants, represents and warrants to the Mortgagee as follows:

Section 1.1. Payment of Debt. The Mortgagor will pay the Debt as provided in the Note.

Section 1.2. Maintenance of the Mortgaged Property and Compliance with Laws. The Mortgagor, shall (at its expense in so far as is applicable by the context):

(a) maintain the Improvements in good and substantial order and repair and in such fashion that the value and utility of the Mortgaged Property will not be diminished, normal wear and tear excepted, and will make or cause to be made all necessary and appropriate repairs, replacements, and renewals thereof, whether interior or exterior, structural or non-structural; all repairs, replacements and renewals to be at least equal, in quality and class, to that of the original Improvements;

(b) not use or cause the whole or any part of the Mortgaged Property to be used in such a manner as to cause the same to be subject to forfeiture under applicable laws. In the event that any person or entity, in possession of the whole or any part of the Mortgaged Property, or otherwise, may, by acts or omissions, cause the Mortgaged Property to be subject to forfeiture, the Mortgagor, within five (5) days after receiving notice of the occurrence of any such act or omission, shall notify the Mortgagee of the occurrence of such act or omission and shall commence such legal proceedings against the party committing or permitting the acts or omissions as shall be necessary to prevent such forfeiture;

(c) comply with, or cause to be complied with, all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorization, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers which may, as at the date of this Mortgage or thereafter, affect the Mortgaged Property or any part thereof or its use or condition, or which may affect any adjoining sidewalks, curbs, vaults and vault space if any, or streets or ways in so far as the Mortgagor is required to comply therewith;

(d) comply with, or cause to be complied with, all requirements of the issuer of any policy(s) of insurance covering or affecting the whole or any part of the Mortgaged Property, and all orders, rules, regulations and other requirements of the New Jersey Department of Banking and Insurance (or that of any other body exercising similar functions) applicable to the Mortgaged Property or any part thereof; and



(e) not do or permit any act or thing which is contrary to the requirements or prohibitions of any document of record affecting the Mortgaged Property nor commit or permit any waste of or any nuisance in, at or on the Mortgaged Property or any part thereof.

Section 1.3. Alterations. None of the Improvements or any part or portion thereof, and none of the Personal Property or any part or portion thereof, shall be removed, altered or demolished without the prior written consent of the Mortgagee in each instance, provided, however, that the Mortgagor shall have the right, without the consent of the Mortgagee, to: (1) remove and dispose of, free from the lien of this Mortgage, such Personal Property as from time to time may become worn out or obsolete, provided that, simultaneously with or prior to such removal, any such Personal Property shall be replaced with Personal Property of like kind and value at least equal to that of the replaced Personal Property and free from any title retention, security interest or other encumbrance; and (2) maintain the Mortgaged Property.

Section 1.4. Taxes and Other Charges; Mortgage Taxes. (a) The Mortgagor will pay when due (i) all liens of any kind, taxes of any kind and nature (including but not limited to real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), assessments, water and sewer charges, rents and rates, and other governmental or municipal charges, fines or impositions relating to the Mortgaged Property or any part thereof, and (ii) taxes upon the rents, revenues, income or profits of the Mortgaged Property, or taxes arising in respect of the occupancy, use or possession of the whole or any part thereof, which, if not paid, shall result in the imposition of a lien upon the Mortgaged Property, and the Mortgagor will promptly deliver official receipts therefor to the Mortgagee.

(b) The Mortgagor will not claim any deduction from the taxable value of the Mortgaged Property by reason of this Mortgage nor shall the Mortgagor claim or be entitled to any credit against the principal and interest due and owing under the Note and this Mortgage for any taxes, assessments, water rates or other governmental or municipal charges, bonds or impositions paid by the Mortgagor relating to the Mortgaged Property.

(c) In the event of the passage after the date of this Mortgage of any law of the state wherein the Mortgaged Property is located deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes so as to affect this Mortgage, or the Debt, the Mortgagee shall have the right to give thirty (30) days written notice to the owner of the Mortgaged Property requiring the payment of the Debt, and if such notice be given, the Debt shall become due, payable and collectible at the expiration of said thirty (30) days. Unless prohibited by applicable law, any notice given pursuant to this Subsection requiring the payment of the Debt shall provide an option to the Mortgagor, in lieu of such acceleration, to either pay to the Mortgagee an amount or amounts equal to any and all sums payable by the Mortgagee as taxes or otherwise by reason of such laws including taxes, if any, payable on the amounts so paid to the Mortgagee or, in the alternative, pay the Debt in full. If the notice as provided above be given, the payment of said

sums described in the preceding sentence or the Debt, as may be the case, shall become due, payable and collectible at the expiration of the thirty (30) day period referred to above.

(d) If at any time the United States of America, any state thereof or any governmental subdivision of any such state, shall require (i) revenue or other stamps to be affixed to the Note or this Mortgage, or (ii) the payment of any taxes or fees on this Mortgage, or the Note or in connection with the recording of this Mortgage or any amendment, extension or modification hereof, the Mortgagor will pay the same, with interest and penalties thereon, if any.

Section 1.5. Tax and Insurance Deposits. The Mortgagor shall deposit with the Mortgagee, monthly, one-twelfth (1/12th) of the annual charges for ground or other rent, if any, real estate taxes, assessments, water, sewer (if not metered) and other charges which might become a lien upon the Mortgaged Property (or any part thereof) and insurance premiums, and the Mortgagor shall, accordingly, make such deposits. In addition, the Mortgagor shall simultaneously therewith deposit with the Mortgagee a sum of money which, together with the monthly installments aforementioned, will be sufficient to make each of the payments aforementioned at least thirty (30) days prior to the date on which such payments are due. Should said charges not be ascertainable at the time any deposit is required to be made with the Mortgagee, the deposit shall be made on the basis of an estimate made by the Mortgagee in its reasonable discretion, and when the charges are fixed for the then current year, the Mortgagor shall deposit any deficiency with the Mortgagee. All funds so deposited with the Mortgagee shall be held by it, but not in escrow and, except to the extent required by applicable law, without interest, and, provided that no "Event of Default" (as defined below in Section 2.1.1), shall have occurred and be continuing, shall be applied in payment of the charges aforementioned when and as payable, to the extent the Mortgagee shall have such funds on hand. Should an Event of Default occur and be continuing, the funds deposited with the Mortgagee, as aforementioned, may be applied in payment of the charges for which such funds shall have been deposited or to the payment of the Debt or any other charges affecting the security of the Mortgagee, as the Mortgagee sees fit, but no such application shall be deemed to have been made by operation of law or otherwise until actually made by the Mortgagee as herein provided, nor shall any application be deemed to affect any right or remedy of the Mortgagee hereunder or under any statute or rule of law. If deposits are being made with the Mortgagee, the Mortgagor shall furnish the Mortgagee with bills for the charges for which such deposits are required to be made hereunder and/or such other documents necessary for the payment of same, at least fifteen (15) days prior to the date on which the charges first become payable.

Notwithstanding anything herein to the contrary, Mortgagee agrees that the escrow deposits set forth herein for real property taxes (including payments by Mortgagor under the PILOT ("Payments in Lieu of Taxes") Program entered into with the Township of Willingboro) water and sewer charges and insurance premiums, shall be suspended, *provided*, that for the entire period that such payments are suspended, Mortgagor pays all such PILOT Program payments, water and sewer charges and insurance premiums for insurance required under this agreement and delivers to Mortgagee bills received by the appropriate municipal authority(ies) and insurance company for all such PILOT Program payments, water and sewer charges and

insurance premiums within thirty (30) days of demand made by Mortgagee for same. In the event any such receipts are not received by Mortgagee within said thirty (30) day period above set forth, then, at the option of Mortgagee, all of the provisions of this Section, or as otherwise provided for herein, with respect to such charges and premiums shall resume and become binding on Mortgagor and such payments as set forth in this Section, or as otherwise provided for herein, with respect to such charges and premiums shall be paid by Mortgagor commencing on the first day of the first month following the date such receipts were not so received by Mortgagee. Upon the commencement of escrow deposits pursuant to the terms of this Section for said charges and premiums, Mortgagor shall also pay to Mortgagee such additional sums as may, in the determination of Mortgagee, be necessary to pay such charges and premiums as shall then or thereafter become due and payable.

Section 1.6. Warranty of Title. The Mortgagor represents and warrants that it is the fee simple owner of the Mortgaged Property free of defects, liens, and encumbrances of any nature other than those exceptions to title as set forth in the Mortgagee's title insurance policy or the marked title insurance commitment delivered to the Mortgagee as of the date hereof and insuring the lien of this Mortgage and as set forth in the Redevelopment Agreement by and between Mortgagor and Willingboro Township. The Mortgagor warrants that this Mortgage is and will be maintained as a valid first lien on the Mortgaged Property subject only to the above-mentioned exceptions, and will defend the same against the claims of all persons or entities whomsoever. At the Mortgagor's sole cost and expense, the Mortgagor forthwith upon the execution and delivery of this Mortgage, and thereafter from time to time, will cause this Mortgage, and any security instrument creating or evidencing the lien or security interest hereof upon the Mortgaged Property and each instrument of further assurance, to be filed, registered or recorded in such manner and in such places as may be required by any present or future law to publish notice of and fully to protect the lien hereof upon, and the lien of the Mortgagee in, the Mortgaged Property.

Section 1.7. Right of Mortgagee to Defend and Uphold the Lien; Costs. (a) The Mortgagee shall have the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of the Mortgagor, which the Mortgagee, in its sole discretion, believes should be brought to protect its interest in or the title to the Mortgaged Property. The Mortgagee may take such action by attorneys selected by the Mortgagee.

(b) If any action or proceeding be commenced, whether adversary or not (including an action to foreclose this Mortgage or to collect the Debt), to which action or proceeding the Mortgagee is made a party, or in which it becomes necessary to defend, uphold or enforce the lien of this Mortgage, the Mortgagee may prosecute, defend or participate in such action or proceeding by attorneys selected by the Mortgagee.

(c) All sums paid by the Mortgagee for the expense of any such action or proceeding described in this Section including any appellate proceeding in connection herewith (including without limitation, reasonable attorneys' fees and disbursements at trial and appellate

level) shall be paid by the Mortgagor to the Mortgagee, upon demand, together with interest from the date that such sum is advanced, payment made or expense incurred, to and including the date of reimbursement, computed at the default rate provided in the Note (the "Default Rate"). Any such sum paid by the Mortgagee and the interest thereon shall be a lien on the Mortgaged Property prior to any claim, lien, right, title or interest in, to or on the Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note.

(d) In the event the maturity of the principal amount of the Debt shall be accelerated by reason of a default under the Note, this Mortgage, or any other instrument given to secure the payments provided to be made pursuant to the Note, in addition to the costs and fees described above in Subsection (c), the Mortgagor shall pay to the Mortgagee, upon demand, together with the interest thereon at the Default Rate, the fees and costs incurred by the Mortgagee, following such acceleration, in obtaining an appraisal of the fair market value of the Mortgaged Property prepared by an appraiser, duly qualified under applicable law and governmental regulations to issue appraisals of real property to the Mortgagor in connection with the approval of loans so secured, and the fees and costs incurred by the Mortgagor in obtaining an Environmental Survey of the Mortgaged Property, as defined below in Subsection 1.24 (f). Upon reasonable notice to the Mortgagor, the Mortgagee, its officers, employees, agents and contractors, may enter the Mortgaged Property to conduct the Environmental Survey, however, Mortgagor shall be responsible for the cost of no more than one (1) such Environmental Survey during the term of the Loan, unless an Event of Default has occurred and is continuing or the Mortgagee has a reasonable belief that a Hazardous Discharge, as defined in the Environmental Indemnity Agreement of even date herewith, has occurred. Any such fees and costs paid by the Mortgagee and the interest thereon shall be a lien on the Mortgaged Property prior to any claim, lien, right, title or interest in, to or on the Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note.

Section 1.8. Insurance Coverage. (a) The Mortgagor, until the Debt secured by this Mortgage shall be fully paid and satisfied, shall keep, as applicable, the Mortgagor, the Improvements and the Personal Property insured, by a company or companies and in form, amounts and with coverage and deductibles satisfactory to Mortgagee against:

(i) loss or damage by perils customarily included under standard "all risk" policies, and all other contingencies as may be required by the Mortgagee, which shall evidence, by endorsement (i.e., a so-called "agreed amount" replacement cost endorsement insuring one hundred percent (100%) of the replacement cost of the Improvements), the agreement of the insurer to pay, upon the occurrence of an insured loss, a sum equal to the cost to repair or replace the lost or damaged Improvements and the Personal Property which shall be damaged or destroyed by reason of an insured loss, with property of a like kind and quality, without deduction for depreciation and normal wear and tear;

(ii) the coverages provided by so called Commercial General Liability insurance, applicable to the Mortgaged Property, in such amounts as are usually carried by persons or entities owning properties similar to the Mortgaged Property wherein is being conducted the business then being conducted therein in the same general locality as that of the Mortgaged Property, but in any event for amounts not less than (A) if the Debt is \$10,000,000 or less, \$5,000,000.00 for each occurrence, for death, personal injury and property damage, and \$5,000,000.00, in the aggregate for covered occurrences and (B) if the Debt is in excess of \$10,000,000, \$10,000,000 for each occurrence for death, personal injury and property damage, and \$10,000,000 in the aggregate for covered occurrences, which amounts shall be increased, from time to time, to reflect what a reasonably prudent owner or lessee of buildings or improvements similar in type and locality to that of the Mortgaged Property would carry;

(iii) the coverages provided by all-risk builders' risk insurance with respect to the Mortgaged Property during any period in which there is any construction occurring with respect to the Improvements, in an amount no less than the full replacement cost of the Improvements which are the subject of the construction;

(iv) if the Mortgaged Property is now located in an area having special flood hazards or if such area hereafter shall be designated by the United States Government, or any agency thereof, as having special flood hazards, the coverages provided by a policy insuring against floods in an amount equal to the lesser of (A) the principal amount secured by this Mortgage or (B) the maximum amount available pursuant to federal law, which policy names the Mortgagee as the first mortgagee ;

(v) insurance against such other hazards (including war damage insurance, if and when the same is available from the United States Government or any agency or subdivision thereof) as may be reasonably required by the Mortgagee from time to time and as are customarily insured against with respect to like properties; and

(vi) in addition, shall keep and maintain worker's compensation insurance to the full extent required by applicable law for all employees of the Mortgagor engaged in any work on or about the Mortgaged Property.

(b) All companies which shall provide the insurance required by this Mortgage shall have a rating of A or better, in the edition of Bests Key Rating Guide current for the time when the insurance is given, and shall be qualified to do business in the State where the Mortgaged Property is located.

(c) At the time of the execution of this Mortgage and at least thirty (30) days prior to the expiration of each policy required to be provided by the Mortgagor pursuant to the provisions of this Section, the Mortgagor shall deliver to the Mortgagee the policy or policies or renewal policy or policies, as the case may be, with appropriate evidence of the payment of the premium therefor.

(d) The insurance policies required to be procured pursuant to this Mortgage shall:

(i) as to the insurance coverage required under subsection (a) (i) above, contain a standard New Jersey non-contributory form of mortgagee endorsement satisfactory to the Mortgagee, naming the Mortgagee, its successors and assigns as their interests may appear, as "mortgagee insured", and as "loss payee", and providing that no act, omission or negligence of the Mortgagor, or its agents, servants or employees, or of any tenant under any lease for the whole or any part of the Mortgaged Property, which might otherwise result in a forfeiture of such insurance or any part thereof, shall in any way affect the validity or enforceability of such insurance insofar as the Mortgagee is concerned;

(ii) as to all other coverage name the Mortgagor and the Mortgagee, as named insureds, as their respective interests may appear; and

(iii) provide, to the extent obtainable, that such policies may not be canceled or amended or in any way limited in coverage or reduced in amount without at least thirty (30) days' prior written notice to the Mortgagee, that no claims thereunder shall be paid without at least ten (10) days prior written notice to the Mortgagee and that the insurance proceeds or awards may be adjusted only after obtaining the prior written consent of the Mortgagee.

(e) The Mortgagor, at its expense, will furnish to the Mortgagee, within ninety (90) days after demand (but not more frequently than once in each consecutive period of sixty (60) calendar months) proof of the then full insurable value of the Improvements and the Personal Property, such proof to be by appraisals satisfactory in form and substance to the Mortgagee and prepared by an appraiser designated and paid for by the Mortgagor and approved by the Mortgagee. No failure or omission on the part of the Mortgagee to request any such appraisals or proof shall relieve the Mortgagor of any of its obligations under this Section.

(f) In the event that any one or more of the properties comprising any of the Improvements or the Personal Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, the Mortgagor shall promptly restore, replace, rebuild or alter the damaged or destroyed Improvements and Personal Property, in either case as nearly as possible to the condition the Improvements and Personal Property were in prior to such damage or destruction, without regard to the availability or adequacy of insurance proceeds and without regard to whether the Mortgagee shall make any insurance proceeds obtained by it available to Mortgagor to pay for such work. If the damage be of such nature as to require the Mortgagor to construct a replacement for, or to alter the damaged or destroyed items in any material or substantial way, the Mortgagor shall, before commencing any such work, submit to the Mortgagee for the Mortgagee's approval, which shall not be unreasonably withheld or delayed, copies of the plans and specifications therefor to be prepared by an architect or engineer selected by the Mortgagor, subject to the approval of the Mortgagee, who shall then be licensed by the state in which the

Mortgaged Property is located, and who shall have been placed in charge of the restoration of the Improvements.

(g) Until the full payment of the Debt, the Mortgagee shall have and hold the insurance policies described in this Section as collateral and further security for the payment of the Debt. In default of the Mortgagor's compliance with this Section, (i) the Mortgagor hereby agrees to indemnify and hold the Mortgagee harmless against all damage, loss or liability resulting from all risks that would have been covered by such insurance to the extent of the benefit which would have been received by the Mortgagee had the insurance coverage required to be obtained under this Subsection been obtained and maintained by the Mortgagor as required hereunder and (ii) the Mortgagee or its successors or assigns may, but shall have no obligation to, place such insurance as described above, from time to time, in an amount in the aggregate not exceeding the amount of insurance required to be obtained under this Section, for the purpose aforesaid, and pay the premium or premiums therefor. In the event of such payment, the Mortgagor will pay to the Mortgagee, its successors or assigns such premium or premiums so paid by the Mortgagee, upon demand, together with interest from the date that such sum is advanced, payment made or expense incurred, to and including the date of reimbursement, computed at the Default Rate. Any such sum paid by the Mortgagee and the interest thereon shall be a lien on the Mortgaged Property prior to any claim, lien, title or interest in, to or on or claim upon the Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage and shall be deemed to be secured by this Mortgage and evidenced by the Note. In addition, in the event of a default of such payment by the Mortgagor or of the delivery of policies as provided above in this Section, the Debt shall, at the option of the Mortgagee, its successors or assigns, immediately become due and payable.

(h) The insurance required pursuant to this Section may be effected by a policy of blanket insurance which may cover property in addition to the Mortgaged Property, provided that the coverage shall be the same as if the Mortgaged Property were the sole property insured and the Mortgagor shall deliver to the Mortgagee a duplicate original copy or copies thereof or original insurance certificates therefor.

Section 1.9. Insurance Proceeds. (a) The Mortgagor shall give the Mortgagee prompt notice of any damage or destruction by fire or casualty occurring at the Mortgaged Property and the Mortgagor shall make such temporary repairs as are necessary for the protection of the Improvements. The proceeds of any insurance paid on account of any damage or destruction to the Mortgaged Property shall be paid over to the Mortgagee to be applied as hereinafter provided. In the event any such insurance proceeds shall be paid to the Mortgagor or by two-party check delivered to the Mortgagor, the Mortgagor shall forthwith pay such insurance proceeds to the Mortgagee, or endorse such two-party check and deliver it to Mortgagee (as the case may be), and the Mortgagor shall be personally liable for any such insurance proceeds not paid to the Mortgagee, notwithstanding any exculpation provision contained in this Mortgage or in any other Loan Document (as defined in Section 2.1.1(h) of this Mortgage).

(b) The Mortgagee shall have the option, in its sole discretion, to apply any insurance proceeds it may receive by reason of damage or destruction to the Mortgaged Property toward payment of the Debt, or the same may be paid over either wholly or in part to the Mortgagor or to the heirs, successors or assigns of the Mortgagor for the repair of the Improvements and Personal Property or for the erection of new Improvements and the acquisition and installation of new Personal Property in their place, or for any other purpose or object satisfactory to the Mortgagee, and, if the Mortgagee shall receive and retain insurance money for such damage to the Mortgaged Property, the lien of this Mortgage shall be affected only by a reduction of the amount of said lien by the amount of such insurance money received and retained by the Mortgagee and applied toward payment of the obligations secured hereby. Notwithstanding anything set forth herein or in the Note, the application of all or part of any insurance proceeds toward payment of the Debt shall not be subject to any prepayment premium or penalty.

(c) Notwithstanding anything to the contrary set forth in the preceding Section 1.9(b), if the Mortgaged Property is damaged or destroyed and Mortgagee reasonably determines that all of the conditions specified in this Section 1.9(c) have been satisfied and the proceeds paid for the damage or destruction on account of any single occurrence are less than **twenty five percent (25%) of the unpaid principal amount of the Loan**, then Mortgagee shall apply the proceeds of insurance (i) first to reimbursing itself for all costs incurred by it in the collection of such proceeds and (ii) second to reimbursing Mortgagor for, or paying on Mortgagor's behalf the actual costs as shall have been incurred by Mortgagor in restoring the Mortgaged Property and shall be reasonably approved by Mortgagee. Insurance proceeds shall be applied to such restoration solely if (A) Mortgagee reasonably determines that: (i) the Mortgaged Property is capable of being suitably restored in accordance with applicable laws and regulations to the value, condition, character and general utility existing prior to such damage or destruction within the earlier to occur of (x) the expiration or lapse of rent loss insurance income necessary to satisfy the current obligations of the Loan (as defined in Section 2.1.1(c) of this Mortgage) and (y) six (6) months prior to the Maturity Date (as defined in the Note); (ii) sufficient funds are unconditionally available (from proceeds of insurance and/or from funds of Mortgagor) to enable Mortgagor promptly to commence, and thereafter diligently to prosecute to completion, such restoration; (iii) Mortgagor is not in default or in breach of any obligations under any Loan Document (as defined in Section 2.1.1(h) of this Mortgage) beyond applicable notice and cure periods, no uncured Event of Default exists under any Loan Document and no facts or circumstances exist that would constitute an Event of Default with the passage of time or the giving of notice or both; and (iv) neither the validity, enforceability nor priority of the lien of the Mortgage shall be adversely affected; (B) the Mortgagor has entered into a written agreement, reasonably satisfactory in form and substance to Mortgagee, containing such conditions to disbursements as are employed at the time by Mortgagee for construction loans; (C) the Mortgagor has delivered to Mortgagee such security as Mortgagee might have reasonably required to assure completion of restoration in accordance with the standards specified above; and (D) the Mortgagor has complied with such further reasonable requirements as Mortgagee might have specified, including the payment of all costs and expenses in connection with such



restoration (including an engineer retained by Mortgagee to review the plans for restoration and to oversee such restoration).

Section 1.10. Condemnation. (a) The Mortgagor shall give the Mortgagee prompt notice of any condemnation or eminent domain proceedings affecting the Mortgaged Property.

(b) The Mortgagor will not enter into any agreement for a Taking of the Mortgaged Property, or any part thereof, without the prior written consent of the Mortgagee.

(c) In the event the whole or any part of the Mortgaged Property shall be the subject of a Taking, or shall be voluntarily conveyed in lieu thereof prior to the payment in full of the Debt, the Mortgagor shall pay to the Mortgagee, during the period from the date of a Taking (or conveyance in lieu thereof) to the payment in full of the Debt, the difference, if any, between the interest payable thereon at the rate stipulated in the Note in respect of the Debt and the interest actually paid to the Mortgagor by the entity exercising the right of eminent domain or to whom the Mortgaged Property was conveyed in lieu of the exercise of such power.

(d) All Awards are hereby assigned to the Mortgagee. The Mortgagee and its legal representatives, successors and assigns (at its or their option) are hereby irrevocably authorized and empowered to collect and receive the Awards from the authorities making the same, to give proper receipts and acquittances therefor in any of their names or in the name of the Mortgagor, and to apply the same toward the payment of the Debt, the Note or this Mortgage, in such priority and proportions as the Mortgagee in its discretion shall deem proper, although the Debt secured by this Mortgage then may not be due and payable. If the Mortgaged Property is sold, through foreclosure or otherwise, prior to the receipt by the Mortgagee of any Awards, the Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive any Awards, or a portion thereof sufficient to pay the Debt, whichever is less. Notwithstanding anything set forth herein or in the Note, the application of all or part of any Awards toward payment of the Debt shall not be subject to any prepayment premium or penalty.

(e) Notwithstanding any Taking, the Mortgagor shall continue to pay the Debt at the time and in the manner provided for in the Note and in this Mortgage and the Debt shall not be reduced until any Awards shall have been actually received and applied by the Mortgagee to the discharge of the Debt. The Mortgagor shall file and prosecute its claim or claims for any Awards in good faith and with due diligence and cause the same to be collected and paid over to the Mortgagee. The Mortgagor, further, hereby irrevocably appoints the Mortgagee and its officers and employees the attorney-in-fact of the Mortgagor, coupled with an interest, to file, prosecute, settle, and compromise its claims for any Awards, to receive any Awards and to endorse any instruments with respect thereto. The Mortgagor further agrees that although it is hereby expressly agreed that the same shall not be necessary in any event, the Mortgagor shall, upon demand, of the Mortgagee, make, execute and deliver to it any and all assignments and other instruments sufficient for the purpose of assigning any Awards to the Mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

Section 1.11. Estoppel Certificates.

(a) The Mortgagor, within thirty (30) days of the receipt of a request from the Mortgagee, but not more frequently than once in any twelve month period, will furnish a written statement, duly acknowledged, of the amount due on the Debt and whether any offsets and defenses exist against the Debt.

(b) The Mortgagee, within thirty (30) days of the receipt of a request from the Mortgagor, but not more frequently than once in any twelve month period, will furnish to the Mortgagor a statement setting forth the principal balance then outstanding on the Note, accrued interest thereon to the date of the statement and the date to which such interest has been paid.

Section 1.12. Financial Statements. (a) The Mortgagor agrees to furnish the Mortgagee, the financial statements required pursuant to the provisions of the Note.

(b) Promptly after a request therefor, the Mortgagor shall furnish to the Mortgagee such other financial data or information as the Mortgagee may reasonably request from time to time.

(c) At the same time as it delivers the financial statements required under the provisions of Subsections (a) and (b) above, the Mortgagor shall furnish to the Mortgagee a certificate signed by the Mortgagor, to the effect that, to the best of Mortgagor's knowledge, following diligent inquiry, no default under the Note, an Event of Default under this Mortgage nor a default in or under any other agreement to which the Mortgagor is a party or by which it is bound, or by which any of its properties or assets may be affected, and no event which, with the giving of notice or the lapse of time, or both, would severally constitute such an event of default, has occurred, and specifying in reasonable detail, the exceptions, if any, to such statement.

(d) The Mortgagee shall have the right to inspect the books and records of the Mortgagor at reasonable times.

Section 1.13. Restrictions on Sales and Transfers. The Mortgagor shall not, without the consent in writing of the Mortgagee, voluntarily change the use of the Mortgaged Property or sell, transfer, or convey its interest in the Mortgaged Property or any part thereof in or by any one or series of transactions or permit the Mortgaged Property or any part thereof or any interest therein to be sold, transferred, or conveyed. For the purposes of this Section a "sale" shall include: (I) if the Mortgagor is a corporation, ten (10%) percent or more of its voting shares of stock shall be sold, transferred or pledged, or the majority interest therein shall be transferred by the issuance of new shares or otherwise, in any one or series of transactions; or, (II) if the Mortgagor is a partnership, limited liability company, joint venture or similar entity, ten (10%) percent or more of the interest or interests in the Mortgagor be sold, transferred or pledged or the majority of the interests therein be transferred or diluted by the admission of new partners, members or otherwise, in any one or series of transactions. Notwithstanding anything to the

contrary contained herein and no more often than once during the term of the Loan, Robert B. Stang shall be entitled to transfer up to forty-nine (49%) percent of his membership interest in ReNEWal Willingboro, LLC ("ReNEWal"), the sole member and Manager of the Mortgagor, provided, however, that: (i) Robert B. Stang continues to own at least a one (1%) percent membership interest in ReNEWal; (ii) Robert B. Stang maintains management control over both the Mortgagor and the Mortgaged Property; and (iii) that the Mortgagee determines that such proposed transferee meets all of the eligibility, credit, management and other standards (including any standards with respect to previous relationships between Mortgagee and the transferee and the organization of the transferee) customarily applied by Mortgagee at the time of the proposed transfer to the approval of borrowers in connection with the origination of similar mortgages on similar commercial properties. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to further or successive transactions.

Section 1.14. Restrictions on Leasing and Further Encumbrances. The Mortgagor shall not, without first obtaining the prior consent of the Mortgagee in each such instance:

(a) mortgage, convey or grant a lien subordinate to this Mortgage on the Mortgaged Property, or on any or all of the Land, Improvements, Personal Property or Appurtenances of which it is comprised except to the Mortgagee;

(b) collect any Rents for a period of more than one month in advance other than the security deposited in connection with a Lease;

(c) further pledge, transfer, mortgage or otherwise encumber or assign the Leases and Rents except to the Mortgagee;

(d) except in the ordinary course of business, waive, excuse, condone, discount, set-off, compromise, cancel, terminate or in any manner release or discharge, any tenant under any Lease, of and from any material obligations, covenants and agreements by said tenant to be kept, observed and performed, including the obligation to pay rent thereunder, in the manner and at the place and time specified therein;

(e) cancel, terminate or consent to any surrender of any Lease, except as may be provided in any such Lease, or commence an action of ejectment or any summary proceedings for dispossession of the tenant under any Lease or execute any right to recapture provided in any Lease where such action, in the sole discretion of the Assignee, would have a material adverse effect on the value and/or the marketability of the Premises;

(f) execute or permit to exist any Lease except for occupancy by the lessee under and pursuant to a written lease in form and substance satisfactory to the Mortgagee and with a lessee satisfactory to Mortgagee where such lease, in the sole discretion of the Mortgagee, would have a material adverse effect on the value and/or the marketability of the Mortgaged Property;

(g) except in the ordinary course of business, modify, amend, extend or renew any Lease, or permit the lessee under any Lease to assign the tenancy thereunder unless such lessee has such right of assignment under its lease without the necessity of obtaining Mortgagor's consent thereto where such action, in the sole discretion of the Mortgagee, would have a material adverse effect on the value and/or the marketability of the Mortgaged Property ;

(h) relocate any tenant under any Lease, nor consent to any modification of the express purposes for which such space has been leased, nor consent to any subletting of all or any portion of the Mortgaged Property, or to an assignment of any Lease or a further subletting of any sublease, except as may be provided in any Lease where such action, in the sole discretion of the Mortgagee, would have a material adverse effect on the value and/or marketability of the Mortgaged Property;

(i) consent or agree to accept a subordination of any Lease to any mortgage or other encumbrance (other than this Mortgage) now or hereafter affecting the Mortgaged Property;

(j) create or permit to exist any easement or restrictive covenant affecting the Mortgaged Property.

Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

Notwithstanding anything to the contrary contained herein, Assignor shall, without obtaining the prior written consent of the Assignee, be entitled to negotiate and enter into one or more renewals of the existing lease with Burlington County College ("BCC") for a portion of the Premises on terms no less favorable to Assignor than are contained in BCC's current lease.

Section 1.15. Liens. The Mortgagor shall discharge of record, by the filing of a bond pursuant to court order or otherwise, any mechanic's or materialmen's lien or a judgment lien filed against the Mortgaged Property, within thirty (30) days after the filing thereof.

Section 1.16. No Recorded Restrictions Based on Race, Etc. The Mortgagor shall not execute or file or record any instrument which imposes a restriction upon the sale or occupancy of the Mortgaged Property on the basis of race, sex, religion, national origin, color or creed. Upon any violation of this undertaking, the Mortgagee may, at its option, declare the unpaid balance of the Debt to be immediately due and payable.

Section 1.17. Maintenance of Existence. The Mortgagor will, if other than a natural person, do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a business or stock corporation, partnership, limited liability company, trust or other entity under the laws of the jurisdiction of its formation or incorporation and will comply with all regulations, rules, ordinances, laws, statutes, orders and decrees of any governmental authority applicable to it or to the Mortgaged Property, or any part thereof. If the Mortgagor herein is a corporation, then the Mortgagor represents that the execution of this

Mortgage has been duly authorized by the Board of Directors of the Mortgagor and this Mortgage is made in the regular and ordinary course of business. If the Mortgagor herein is a partnership, limited liability company or joint venture, then the Mortgagor represents that, as may be the case, all of its general partners, members, and, to the extent required by law and its organizational documents, its limited partners, members, if any, have authorized the execution of this Mortgage and this Mortgage is made in the regular and ordinary course of business.

Section 1.18. Usury. Nothing herein or in the Note, and none of the terms, covenants, conditions or obligations hereof or thereof shall impose or shall be deemed to impose upon the Mortgagor an obligation to make any payment, pay any interest or late charges in excess of, or do any act or take any action, or forbear from doing any act or taking any action, in violation of any statute, rule, ordinance or regulation in effect and effective as of the date of such payment, act, action or forbearance. In no event shall the Mortgagor be required to make any such illegal or impermissible payment or to take or do any such illegal or impermissible act or forbear from so doing or so taking nor shall any such failure so to pay or act or such forbearance be deemed a default hereunder. If the provisions of this Mortgage would at any time otherwise require payment by the Mortgagor to the Mortgagee of an amount of interest in excess of the maximum amount then permitted by law, the interest payments to the Mortgagee shall be reduced to the extent necessary so that the Mortgagee shall not receive interest in excess of such maximum amount. To the extent that, pursuant to the foregoing sentence, the Mortgagee shall receive interest payments hereunder in an amount less than the amount otherwise provided, such deficit (the "Interest Deficit") will accumulate and will be carried forward (without interest) until the Debt is paid in full. Interest otherwise payable to the Mortgagee hereunder for any subsequent period shall be increased by the maximum amount of the Interest Deficit that may be so added without causing the Mortgagee to receive interest in excess of the maximum amount then permitted by law. The terms, covenants, conditions and obligations hereof or of the Note requiring any such illegal or impermissible payment, act, action or forbearance on the part of the Mortgagor to be made or taken are deemed amended, modified or altered in such a manner as to bring all and each of them into conformity with the applicable statutes, rules, ordinances or regulations in respect of the Mortgagor and the Mortgagor hereby covenants and agrees to abide by, conform to and comply with any and all such terms, covenants, conditions and obligations as so amended, modified or altered.

Section 1.19. Payment of Charges; Advances and Disbursements; Costs of Administration and Enforcement.

(a) Upon default of the Mortgagor in the performance of any term, covenant, condition or obligation by the Mortgagor to be performed under the Note or this Mortgage, or to pay, when due, any of the sums which the Mortgagor is required to pay as provided above in Section 1.4, the Mortgagee may, but shall not be obligated to, cure such default, or make such payment in the name and on behalf of the Mortgagor. All sums advanced and all expenses incurred at any time by the Mortgagee pursuant to this Section 1.19 or as otherwise provided under the terms, covenants, conditions or obligations of this Mortgage or under applicable law shall be reimbursed by the Mortgagor to the Mortgagee, upon demand, and shall bear interest

from the date that such sum is advanced, payment made or expense incurred, to and including the date of reimbursement, computed at the Default Rate. Any such sum paid by the Mortgagee and the interest thereon shall be a lien on the Mortgaged Property prior to any claim, lien, right, title or interest in, to or on the Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note.

(b) The Mortgagor shall bear and pay all direct and incidental expenses (including, without limitation, reasonable attorneys' fees and disbursements for legal services of every kind at trial and appellate level) relating to the administration of this Mortgage and the other Loan Documents (as defined in Section 2.1.1(h) of this Mortgage) including, without limitation, the performance of new appraisals of the Mortgaged Property necessitated by (i) the Mortgagee's credit policy guidelines applicable to mortgage loans made by Mortgagee or (ii) any regulatory requirements imposed upon Mortgagee by any governmental or quasi-governmental entity having jurisdiction over Mortgagee. All such expenses paid by the Mortgagee shall be reimbursed by the Mortgagor to the Mortgagee, upon demand, and shall bear interest from the date that such sum is advanced, payment made or expense incurred, to and including the date of reimbursement, computed at the Default Rate. Any such sum paid by the Mortgagee and the interest thereon shall be a lien on the Mortgaged Property prior to any claim, lien, right, title or interest in, to or on the Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note.

#### Section 1.20. Assignment of Leases and Agreements.

(a) Neither the Mortgagor nor any tenant under any Lease shall have the right or power, as against the Mortgagee without its consent, to cancel, abridge or otherwise modify tenancies, subtenancies, leases or subleases now or hereafter in effect in respect of all or any part of the Mortgaged Property or the Improvements or to accept or make, as the case may be, prepayments of installments of rent to become due thereunder. The Rents of the Mortgaged Property are hereby transferred and assigned to the Mortgagee, and the Mortgagee shall have the right to enter upon the Mortgaged Property for the purpose of collecting the same and to let and operate the Mortgaged Property or any part thereof and to apply the Rents, either in whole or in part, as the Mortgagee elects, to the payment of all charges and expenses of the Mortgaged Property or in reduction of any part of the Debt or other sums due or to become due under the Note or this Mortgage. This assignment and grant shall continue in effect until the Debt and all other obligations secured by this Mortgage are paid in full. The Mortgagee hereby waives the right to enter upon the Mortgaged Property for the purpose of collecting the Rents and the Mortgagor shall have a license to collect and receive the Rents until an Event of Default hereunder, but such license of the Mortgagor may be revoked by the Mortgagee upon any such Event of Default. From and after the occurrence of an Event of Default hereunder all Rents collected or received by Mortgagor shall be accepted and held for Mortgagee in trust and shall not be commingled with the funds and property of Mortgagor, but shall be promptly paid over to Mortgagee. The Mortgagee may apply all Rents or any part thereof so received hereunder, after the payment of all of its expenses including costs and attorneys' fees, to the Debt in such manner

as it elects or at its option the entire amount or any part thereof so received may be released to the Mortgagor.

(b) All future Leases entered into after the execution of this Mortgage for the whole or any part of the Mortgaged Property shall contain the following provision:

"Tenant/Lessee hereby agrees not to look to the mortgagee of (i) the fee interest in the premises demised by this Lease or (ii) the lease to which this Lease is subordinate, in such mortgagee's capacity as mortgagee, mortgagee in possession, successor in title to such interest, or otherwise, for accountability for any security deposit required by the landlord hereunder, unless said sums have actually been received by said mortgagee as security for the tenant's performance of this Lease."

Section 1.21. Inconsistency With Related Laws. Intentionally omitted.

Section 1.22. Right of Inspection. The Mortgagee and its agents shall have the right to enter and inspect the Mortgaged Property at all reasonable times upon reasonable notice and subject to the rights of tenants under leases, and the Mortgagor shall reimburse the Mortgagee for each such inspection the sum of \$300.00. Notwithstanding the foregoing, Mortgagee shall enter and inspect the Mortgaged Property no more often than once a year during the term of the Loan unless an Event of Default has occurred and is continuing or the Mortgagee has a reasonable belief that a hazardous condition exists at the Mortgaged Property.

Section 1.23. Late Charges. In the event that any payment shall become overdue for a period in excess of fifteen (15) days or such payment cannot be debited on its due date (if applicable), a "late charge" of eight cents (\$.08), or such lesser amount as may be permitted by law in respect of the Mortgagor, for each dollar so overdue may be charged by the Mortgagee for the purpose of defraying the expenses incident to handling such delinquent payment.

Section 1.24. Environmental Matters. (a) For purposes of this Mortgage, the following terms shall have the following meanings:

"Environmental Complaint" - shall mean any judgment, lien, order, complaint, notice, citation, action, proceeding or investigation pending before any Governmental Authority, including, without limitation, any environmental regulatory body, with respect to or threatened against or affecting the Mortgagor or relating to its business, assets, property or facilities or the Mortgaged Property, in connection with any Hazardous Material or any Hazardous Discharge or any Environmental Law.

"Environmental Laws" - shall mean any applicable federal, state or local laws, rules, regulations, resolutions, ordinances, directives or orders (whether now existing or hereafter enacted or promulgated) or any judicial or administrative interpretation of such laws, rules,

regulations, resolutions, ordinances, directives or orders or any other applicable determination regarding land, water, air, health, safety or environment including, for example but not limited to, the Federal Statutes and the State Statute.

"Governmental Authority" - shall mean any federal, state, or local government, governing body, agency, court, tribunal, authority, subdivision, bureau or other recognized body having jurisdiction to enact, promulgate, interpret, enforce, review or repeal any Environmental Law.

"Hazardous Discharge" - shall mean any release of a Hazardous Material caused by the seeping, spilling, leaking, pumping, pouring, emitting, using, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Material into the environment, and any liability for the costs of any cleanup or other remedial action.

"Hazardous Materials" - shall mean, without limitation, flammables, explosives, radioactive materials, radon, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls or related or similar materials, petroleum products, explosives, radioactive materials, or any other hazardous or toxic or harmful materials, wastes and substances or any other chemical, material, substance or element which is hereinafter defined, determined, identified, prohibited, limited or regulated by the Environmental Laws, or any other chemical, material, substance or element which is known to be harmful to the health or safety of occupants of property or which is hereinafter defined as a hazardous or toxic substance by any Federal, State, or local law, ordinance, rule or regulation, including, but not limited to the Toxic Substances Control Act (15 U.S.C. 2601 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.), and/or the regulations promulgated in relation thereto, all as the same may be amended from time to time (collectively, the "Federal Statutes"); the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6, et seq., the New Jersey Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11B (the "Spill Act"), and the New Jersey Leaking Underground Storage Tank Act, as amended, N.J.S.A. 58:10A-21, et seq., ("LUST") (collectively, the "State Statutes"), and the regulations promulgated in relation thereto, all as the same may be amended from time to time.

(b) The Mortgagor covenants, represents and warrants that:

(i) to the best of the Mortgagor's knowledge, after due inquiry and investigation, except as set forth in the Phase I environmental site assessment of the Mortgaged Property, the Mortgaged Property has never been used by previous owners, operators or occupants or the Mortgagor to generate, manufacture, refine, transport, treat, store, handle or dispose, transfer, produce, process or in any manner deal with any Hazardous Material,



(ii) the Mortgagor has not received a summons, citation, directive, letter or other communication, written or oral, from any Government Authority concerning any intentional or unintentional action or omission on the Mortgagor's part which had resulted in the violation of any Environmental Laws, as the same may relate to the Mortgaged Property,

(iii) to the best of the Mortgagor's knowledge, after due inquiry and investigation, no lien has been attached to any revenues or any real or personal property owned by the Mortgagor and located in the state where the Mortgaged Property is located, including, but not limited to the Mortgaged Property, for "Damages" and/or "Cleanup and Removal Costs", as such terms are hereinafter defined in any Environmental Law, or arising from an intentional or unintentional act or omission in violation thereof by the Mortgagor or by any previous owner and/or operator of such real or personal property, including, but not limited to the Mortgaged Property,

(iv) the Mortgagor has duly complied, and shall continue to comply, with the provisions of the Environmental Laws governing it, its business, assets, property, facilities and the Mortgaged Property, and shall keep the Mortgaged Property free and clear of any liens imposed pursuant to such laws,

(v) the Mortgagor shall not, and shall not permit any of its officers, partners, members, employees, agents, contractors, licensees, tenants, occupants or others to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with any Hazardous Material on the Mortgaged Property except in accordance with all Environmental Laws applicable thereto,

(vi) there is not now outstanding any Environmental Complaint issued by any Governmental Authority to the Mortgagor or relating to the Mortgagor's business, assets, property, and facilities or the Mortgaged Property under any Environmental Law, and there is not now existing any condition which, if known by the proper authorities, could result in any Environmental Complaint, and that

(vii) the Mortgagor has, and will continue to have, all necessary licenses, certificates and permits under the Environmental Laws relating to the Mortgagor and its facilities, property, assets, and business, and the Mortgaged Property and the foregoing are in compliance with all Environmental Laws.

(c) If the Mortgagor receives any notice of (i) the presence of Hazardous Materials on the Mortgaged Property, (ii) any violation of or noncompliance with any Environmental Law, (iii) the occurrence of a Hazardous Discharge on or about any asset, business, facility or property of the Mortgagor or caused by the Mortgagor, or (iv) any Environmental Complaint affecting the Mortgagor or the Mortgaged Property or the Mortgagor's operations, assets, business, facilities or properties, then the Mortgagor will give written notice of the foregoing to the Mortgagee within ten (10) days of receipt thereof and shall (1) promptly comply with the Environmental Laws and all other laws, regulations, resolutions and ordinances

to correct, contain, cleanup, remove, resolve or minimize the impact of such Hazardous Materials, Environmental Discharge or Environmental Complaint and (2) shall at the Mortgagee's option, (i) post a bond from a surety or (ii) cause a lending institution to issue a letter of credit for the benefit of the Mortgagee and any Governmental Authority requiring the same; the surety or the lending institution, and the form, the substance and the amount of the bond or letter of credit to be satisfactory to the Mortgagee and satisfactory to the applicable Governmental Authority, or shall give to the Mortgagee and the applicable Governmental Authority such other security satisfactory in form, substance and amount to both the Mortgagee and the applicable Governmental Authority to assure that the Mortgagor does correct, contain, cleanup, remove, resolve or minimize the impact of such Hazardous Materials, Environmental Discharge or Environmental Complaint.

(d) Notwithstanding the foregoing provisions of Subsection (c) above, the Mortgagor shall have the right (i) to contest (a "Contest") by appropriate administrative, legal or equitable proceedings, diligently prosecuted, in good faith, in its name or in the name of the Mortgagee if required by law, at the sole cost and expense of the Mortgagor, the validity or applicability of any Environmental Laws, or any Environmental Complaint against the Mortgaged Property or the Borrower, and (ii) to postpone compliance with the Environmental Laws until the final determination of such Contest without violating the provisions of this Mortgage provided, however:

(i) enforcement proceedings with respect to any and all Environmental Laws are deferred or stayed during the pendency of the Contest,

(ii) the Mortgagee shall not be subject to any civil or criminal or other penalties or liabilities, costs or expenses by reason of any such Contest or postponement in complying with the Environmental Laws,

(iii) the Mortgagor, at Mortgagee's request, shall (i) post a bond, cause the issuance of a letter of credit or provide such other security required under the provisions of Subsection (c) above,

(iv) the lien of this Mortgage shall not be impaired in the sole judgment of the Mortgagee and no default shall exist under this Mortgage,

(v) any Contest shall be instituted promptly after Mortgagor receives notice of the existence of any Environmental Law which imposes an obligation upon the Mortgagor or the Mortgagee or the Mortgagor receives notice of any Environmental Complaint which asserts any obligation or liability affecting the Mortgagor, the Mortgagee or all or any portion of the Mortgaged Property, and such Contest shall at all times be diligently prosecuted until a final disposition is obtained that negates such assertion of obligation or liability, and

(vi) the Mortgagor shall notify the Mortgagee in writing within ten (10) days after commencement of a Contest, and shall give the Mortgagee a monthly report, during

the period of a Contest, on the Mortgagor's progress with respect thereto, and shall promptly give the Mortgagee such other information with respect thereto as the Mortgagee shall reasonably request.

(vii) The Mortgagee will, at the expense of the Mortgagor, execute and deliver any documents jurisdictionally necessary or proper to prosecute such Contest proceedings. The Mortgagee, at the cost and expense of the Mortgagor, shall have the right (but not the obligation) to join in any Contest.

(e) Without limitation of the Mortgagee's rights under this Mortgage or applicable law, the Mortgagee shall have the right, but not the obligation, to exercise any of its rights to cure as provided in this Mortgage or to enter onto the Mortgaged Property or to take such other actions as it deems necessary or advisable to correct, contain, cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Material, Hazardous Discharge or Environmental Complaint upon its receipt of any notice from any person or entity or Governmental Authority, informing the Mortgagee of such Hazardous Material, Hazardous Discharge or Environmental Complaint, which if true, could adversely affect the Mortgagor or any part of the Mortgaged Property or which, in the sole opinion of the Mortgagee, could adversely affect its collateral security under this Mortgage. All reasonable costs and expenses incurred and paid by the Mortgagee in the exercise of any such rights shall be paid by the Mortgagor to the Mortgagee upon demand, together with interest from the date that such sum is advanced, payment made or expense incurred, to and including the date of reimbursement, computed at the Default Rate. Any such sum paid by the Mortgagee and the interest thereon shall be a lien on the Mortgaged Property prior to any claim, lien, right, title or interest in, to or on the Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note.

(f) Upon reasonable notice to the Mortgagor, the Mortgagee, its officers, employees, agents and contractors, may enter the Mortgaged Property to inspect it and to conduct, complete and take such tests, samples, analyses and other processes (an "Environmental Survey") as the Mortgagee shall require to determine the Mortgagor's compliance with this Subsection and the Environmental Laws. The costs, expenses and fees of the Mortgagee of such entry, inspection, tests, samples, analyses and processes shall be paid and reimbursed by the Mortgagor to the Mortgagee, upon demand, provided, however, that Mortgagor shall be responsible for the cost of no more than one (1) such Environmental Survey during the term of the Loan unless an Event of Default has occurred and is continuing or the Mortgagee has a reasonable belief that a Hazardous Discharge, as defined herein, or a violation of any Environmental Laws, as defined herein, has occurred at the Mortgaged Property, together with interest from the date that such sum is advanced, payment made or expense incurred, to and including the date of reimbursement, computed at the applicable rate set forth in the Note unless an Event of Default shall have occurred in which case interest on such sum shall be computed at the Default Rate. Any such sum paid by the Mortgagee, with interest thereon at the rate provided to be paid on the indebtedness secured by this Mortgage, shall be a lien on the Mortgaged Property prior to any claim, lien, right, title or interest in, to or on the Mortgaged Property

attaching or accruing subsequent to the lien of this Mortgage, and shall be deemed to be secured by this Mortgage and evidenced by the Note.

(g) Upon written request, the Mortgagor shall provide to the Mortgagee the following information pertaining to all operations conducted in or on the Mortgaged Property:

(i) copies of all licenses, certificates and permits under the Environmental Laws;

(ii) to the extent existing, material safety data sheets and maps, diagrams and site plans showing the location of all storage areas and storage tanks for all Hazardous Materials or other chemicals in, used at, manufactured at, brought to or stored at the Mortgaged Property;

(iii) copies of all materials filed with any Governmental Authority;

(iv) a description of the operations and processes of the Mortgagor; and

(v) any other information which the Mortgagee may reasonably require.

(h) The Mortgagor and each of the general partners in Mortgagor if Mortgagor is a partnership and each of the members of Mortgagor if Mortgagor is a limited liability company, covenants and agrees, at its sole cost and expense, to indemnify, protect, and save the Mortgagee harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, costs and reasonable attorneys' fees and disbursements, generally, and at trial and appellate level and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the Mortgagee and arising from or out of:

(i) the Mortgagor's failure to perform and comply with this Section, or

(ii) any Hazardous Material, any Hazardous Discharge, any Environmental Complaint, or any Environmental Law applicable to the Mortgagor, its operations, business, assets, property or facilities, or the Mortgaged Property, or

(iii) the imposition of any lien against the Mortgaged Property to the extent of damages caused by, or the extent of the recovery of any costs for the cleanup, release or threatened release of any Hazardous Material; or

(iv) any action against the Mortgagor under this indemnity or the assertion by the Indemnitor of any defense to its obligations hereunder.

(i) Notwithstanding anything to the contrary contained herein, Mortgagor is not obligated to indemnify the Mortgagee from any and all actual losses, liabilities, obligations, penalties, charges, fees, claims, litigation demands, defenses, costs, judgments, suits, proceedings, response costs, damages (including reasonable consequential damages), disbursements or expenses of any kind or of any nature whatsoever, (including, without limitation, reasonable attorneys' fees and disbursements generally, and at trial and appellate level and experts' fees, disbursements and expenses incurred in investigating, defending against or prosecuting any litigation, claim or proceeding) suffered as a result of Lender's violation of an Environmental Law when Lender is in possession or control of the Property.

Section 1.25. Trust Funds. The Mortgagor will receive the advances secured by this Mortgage and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of improvement, and the Mortgagor will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purpose.

Section 1.26 Compliance With Redevelopment Law.

In accordance with N.J.S.A. 40A:12A-9, this Mortgage is in compliance with the Local Redevelopment and Housing Law 40A:12A-1, et seq., the Redevelopment Plan, Redevelopment Agreement between the Township and Willingboro Urban Renewal, LLC, and the Redevelopment Agreement between the Township of Willingboro and Willingboro Urban Renewal, LLC.

ARTICLE II

DEFAULTS AND REMEDIES

Section 2.1.1. Events of Default-Optional Acceleration. The Debt shall become due, at the option of the Mortgagee, upon the occurrence of any of the following events, which event shall be an "Event of Default":

(a) after default in the payment of any installment of principal or interest as provided in the Note,

(b) subject to the notice and right to cure provisions set forth below in this Section 2.1.1, after default in the payment when due and payable of any other sum of money required to be paid or expended under this Mortgage, the Note, or any other Loan Document (as hereinafter defined),

(c) if any warranty, representation or certification made herein or in any financial statement furnished pursuant hereto or in connection with the indebtedness evidenced by the Note and secured by this Mortgage (the "Loan") shall be materially false,

(d) after default in keeping the Mortgaged Property insured as herein provided,

(e) after default after notice and demand either in assigning and delivering the policies insuring the Improvements or the Personal Property against loss as hereinafter provided for or in reimbursing the Mortgagee for premiums paid on such insurance, as hereinabove provided for,

(f) after default upon request in furnishing a statement of the amount due on this Mortgage and whether any offsets or defenses exist against the Debt, as hereinabove provided for,

(g) if the Mortgagor does or permits to be done anything that may in any way impair the lien of this Mortgage or impair the value of the Mortgaged Property or any of the Improvements or weaken or diminish the security intended to be given under and by virtue of this Mortgage,

(h) subject to any applicable notice and cure provisions, upon the failure of the Mortgagor to perform or comply with any other term, covenant, condition or obligation of this Mortgage or of the Note or of any term, covenant, condition or obligation of any other agreement or instrument executed by the Mortgagor which secures the indebtedness evidenced by the Note (collectively, the "Loan Documents"), or of any other agreement between the Mortgagor and the Mortgagee, in accordance with the terms hereof and thereof,

(i) a default under, or any attempted withdrawal, cancellation or disclaimer of liability under, any guarantee which guarantees payment of the Debt or any part thereof, or under any agreement giving security for any such guarantee;

(j) the failure of (i) the Mortgagor, (ii) if Mortgagor is a corporation, any shareholder in Mortgagor, (iii) if Mortgagor is a partnership, any general partner in Mortgagor or any shareholder or partner in such general partner, (iv) if the Mortgagor is a limited liability company, any member, (v) any guarantor of the Debt or any part thereof or (vi) any entity directly or indirectly controlled by any of the parties covered by (i) through (vi) above, to perform or observe any term, covenant, condition or obligation of any bond, note, loan agreement, guarantee, or any other instrument or agreement in connection with the borrowing of money or the obtaining of advances or credit, or of any instrument given to secure the same, to which such party and Mortgagee or its affiliates are parties,

(k) if a default occurs under any mortgage which is prior, equal or subordinate to the lien of this Mortgage or the mortgagee under any such prior, equal or subordinate mortgage commences a foreclosure action in connection with said mortgage;

(l) the further mortgage, pledge or encumbrance by the Mortgagor of the Mortgaged Property or any part thereof or any interest therein without the prior written consent of the Mortgagee;

(m) the further assignment or encumbrance by the Mortgagor of the Rents arising from the Mortgaged Property, or any part thereof, without the prior written consent of the Mortgagee in each instance;

(n) if the Mortgagor leases all or any part of the Mortgaged Property in violation of Section 1.14 hereof, or effects any changes in any lease in violation of Section 1.14 hereof;

(o) the occurrence, in the reasonable judgment of the Mortgagee, of a material adverse change in the identity, control, financial condition or operation of the Mortgagor or the Mortgaged Property;

(p) any default, for thirty (30) days after notice and demand, in the payment of any taxes of any kind and nature, assessments, water and sewer charges, rents and rates, and other governmental or municipal charges, fines or impositions relating to the Mortgaged Property or any part thereof;

(q) any failure for thirty (30) days after notice and demand to exhibit to the Mortgagee receipted bills or other satisfactory evidence of payment for any taxes of any kind and nature, assessments, water and sewer charges, rents and rates, and other governmental or municipal charges, fines or impositions herein referred to;

(r) if the Mortgagee shall give the written notice specified above in Section 1.4(c);

(s) if for two (2) consecutive years the financial statements submitted by the Mortgagee reflect, before depreciation, amortization and payments to the Mortgagee (consisting of principal, interest and any escrow), a net income less than the total of payments due to the Mortgagee for such fiscal period; or

(t) if any Guarantor who is an individual, except as provided herein, shall die, unless either the estate of the deceased Guarantor shall reaffirm its obligations pursuant to the terms of the Guaranty within sixty (60) days of the date of death or Mortgagor shall identify a substitute Guarantor reasonably satisfactory to the Mortgagee when utilizing its standard criteria for evaluating potential guarantors, who shall execute any and all required documentation within one hundred eighty (180) days of the date of death. Notwithstanding the foregoing, if Mortgagor is unable or unwilling to identify a substitute Guarantor reasonably satisfactory to Mortgagee as set forth above, then Mortgagor shall, at its option, provide additional collateral, in form and amount satisfactory to Mortgagee, as security for the Loans in lieu of a substitute Guarantor.

Notwithstanding anything to the contrary contained herein or in any of the Loan Documents, the death of Robert B. Stang shall not be considered an Event of Default hereunder.

Notwithstanding any of the provisions contained in this Section 2.1.1 to the contrary, the Mortgagee shall provide Mortgagor with written notice of any default herein other than a default in the payment to the Mortgagee of any sum or amount of money which may fall due or be payable from time to time under the terms of this Mortgage. Mortgagor shall have a period of thirty (30) days after Mortgagee's giving of such notice within which time such default must be cured. However, in the event such default cannot, in the reasonable determination of the Mortgagee, be cured within such thirty (30) day period, and provided the Mortgagor has immediately commenced to take all action necessary to cure said default and continues to proceed diligently, without interruption and in good faith to cure such default, the Mortgagee may, in its sole discretion, grant the Mortgagor an additional thirty (30) day period within which time all actions required as set forth in the Mortgagee's notice of default under this paragraph shall be completed. Any such default not cured within said thirty (30) day period, shall be subject to all of the other terms and provisions contained in this Mortgage.

Section 2.1.2. Events of Default-Automatic Acceleration. The Debt shall forthwith and automatically become due, upon the occurrence of any of the following events which event shall also be an "Event of Default":

if the Mortgagor or any guarantor of the Debt or any part thereof shall:

- (i) call a meeting of or make an assignment for the benefit of creditors,
- (ii) file a petition in bankruptcy, under Title 11 of the U.S. Code, as amended (the "Bankruptcy Code"), or be adjudicated insolvent or bankrupt, file a petition in bankruptcy, or be adjudicated insolvent or bankrupt,
- (iii) be the subject of an order for relief under the Bankruptcy Code, or petition or apply to any tribunal for the appointment of a receiver or a trustee for it or a substantial part of its assets,
- (iv) file any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors, whether now or hereafter in effect,
- (v) have filed against it a petition, application or proceeding described above in subdivision (iv) or such a petition, application or proceeding shall have been commenced against it, which remains undismissed or unstayed for a period of thirty (30) days or more,



(vi) by any act or omission indicate its consent to, approval of or acquiescence in any petition, application or proceeding described above in subdivision (iv) or in the appointment of a custodian, receiver or any trustee for it or any substantial part of any of its property,

(vii) suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of thirty (30) days or more,

(viii) conceal, remove or permit to be concealed or removed, any part of its property, with intent to hinder, delay or defraud its creditors or any of them,

(ix) make or suffer a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law,

(x) make any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid,

(xi) shall suffer or permit, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings or distraint which is not vacated within thirty (30) days from the date thereof, or

(xii) generally not pay its debts as such debts become due.

Section 2.2. Remedies. (a) Upon the occurrence of any Event of Default, the Mortgagee may, in addition to any rights or remedies available to it hereunder or at law, take such action as it deems advisable to protect and enforce its rights against the Mortgagor and in and to the Mortgaged Property, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as the Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of the Mortgagee:

(i) declare the entire unpaid Debt to be immediately due and payable;

(ii) enter into or upon the Mortgaged Property, either personally or by its agents, nominees or attorneys, and dispossess the Mortgagor and its agents and servants therefrom, and thereupon the Mortgagee may (A) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Mortgaged Property and conduct the business thereat, (B) complete any construction on the Mortgaged Property in such manner and form as the Mortgagee deems advisable, (C) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property, (d) exercise all rights and powers of the Mortgagor with respect to the Mortgaged Property, whether in the name of the Mortgagor or otherwise, including the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all earnings, revenues, rents, issues, profits and other income of the Mortgaged Property and every part thereof, and (E) apply the

receipts from the Mortgaged Property to the payment of the Debt, after deducting therefrom all expenses (including attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, assessments, insurance and other charges in connection with the Mortgaged Property, as well as compensation for the services of the Mortgagee, its agents and employees;

(iii) institute proceedings for the complete foreclosure of this Mortgage, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels, and in such order as the Mortgagee shall determine;

(iv) with or without entry and, to the extent permitted, and pursuant to the procedures provided by, applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Debt then due and payable, subject to the lien of this Mortgage continuing unimpaired and without loss of priority so as to secure the balance of the Debt not then due;

(v) sell the Mortgaged Property or any part thereof and all estate, claim, demand, right, title and interest of the Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, in whole or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien on the remaining portion of the Mortgaged Property;

(vi) institute an action, suit or proceeding in equity for the specific performance of any covenants, conditions or agreements contained herein or in the Note;

(vii) recover judgment on the Note before, during, after or in lieu of any proceedings for the enforcement of this Mortgage;

(viii) apply for the appointment of a custodian, trustee, receiver, liquidator or conservator of the Mortgaged Property, without notice and without regard for the adequacy of the security for the Debt and without regard for the solvency of the Mortgagor, or of any person, party or entity liable for the payment of the Debt;

(ix) pursue such other remedies as the Mortgagee may have under one or more of the other Loan Documents and/or any other collateral given as security for the Loan;

(x) pursue such remedies as the Mortgagee may have under applicable law; and

(xi) foreclose this Mortgage by power of sale or any other non-judicial means permitted by the laws of the state in which the Mortgaged Property is located.

(b) The purchase money proceeds or avails of any sale made under or by virtue of this Section 2.2, together with any other sums which then may be held by the Mortgagee under this Mortgage, whether under the provisions of this Section 2.2 or otherwise, shall be applied as follows:

First: To the payment of the costs and expenses of any such sale, including, without limitation, compensation to the Mortgagee, its agents and counsel, and of any judicial proceedings, including, without limitation, the costs and legal expenses of the Mortgagee in foreclosing or otherwise enforcing this Mortgage, wherein the same may be made, and of all expenses, liabilities and advances made or incurred by the Mortgagee under this Mortgage, together with interest at the Default Rate, and all taxes or assessments, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold.

Second: To the payment of the whole amount then due, owing or unpaid upon the Note for principal and interest with interest on the unpaid principal at the Default Rate from and after the happening of any Event of Default described above in Section 2.1 until the same is paid.

Third: To the payment of any other sums required to be paid by the Mortgagor pursuant to any provision of this Mortgage, the Note and all other Loan Documents.

Fourth: To the payment of the surplus, if any, to whosoever may be lawfully entitled to receive the same.

The Mortgagee and any receiver or custodian of the Mortgaged Property or any part thereof shall be liable to account for only those rents, issues and profits actually received by it.

(c) The Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, the Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(d) Upon the completion of any sale or sales made by the Mortgagee under or by virtue of this Section 2.2, the Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, granting, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. The Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of the Mortgagor (coupled with an interest), in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property and rights so sold and for that purpose the Mortgagee may execute all necessary instruments of conveyance, assignment, transfer and delivery, and may substitute one or more persons or entities with like power, the Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof.

Nevertheless, the Mortgagor, if so requested by the Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to the Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of the Mortgagee, for such purpose, and as may be designated in such request. Any such sale or sales made under or by virtue of this Section 2.2, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor and against any and all persons or entities claiming or who may claim the same, or any part thereof, either from, through or under the Mortgage.

(e) Upon any sale made under or by virtue of this Section 2.2 (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), the Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may take settlement for the purchase price by crediting upon the Debt of the Mortgagor secured by this Mortgage the net sale price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which the Mortgagee is authorized to deduct under this Mortgage.

(f) The obligation of this Mortgage and of the Note shall continue until the Debt is paid in full notwithstanding any action or actions or partial foreclosure which may be brought to recover any amount or amounts for installments of principal, interest, taxes, assessments, water and sewer charges, rents and rates or insurance or other sums or charges due and payable under the provisions of this Mortgage.

(g) No recovery of any judgment by the Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of the Mortgagor shall affect in any manner or to any extent, the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, rights, power or remedies of the Mortgagee hereunder, but such liens, rights, powers and remedies of the Mortgagee shall continue unimpaired as before, and notwithstanding any statutory rate of interest applicable with respect to judgments, after the entering or execution of any judgment, the Debt shall bear interest at the rate or rates payable under the Note and this Mortgage until the Debt shall have been paid in full.

(h) In the event of a foreclosure of this Mortgage or the succession by the Mortgagee to the interests of the Mortgagor hereunder, the purchaser of the Mortgaged Property or such successor shall succeed to all rights of the Mortgagor, including any right to proceeds of insurance and to unearned premiums, and in and to all policies or certificates of insurance assigned and delivered to the Mortgagee pursuant to this Mortgage.

(i) During such time that the Mortgagor shall be in default under this Mortgage, or under the Note, the Mortgagee, in the event that the Mortgagor shall not file a protest against any proposed assessed valuation of the Mortgaged Property at least fifteen (15) days prior to the last date on which such protest may be legally filed, or having filed such protest

and the same having been denied, shall not have commenced a proceeding for the reduction of said assessed valuation at least fifteen (15) days prior to the last date of which such proceedings may be legally commenced, the Mortgagee may, but shall have no obligation to, file such protest or commence and prosecute such proceeding, in its own name or in the name of the Mortgagor, and the Mortgagor agrees to cooperate fully, in good faith, with the Mortgagee in the conduct of any such proceeding. All expenses of any such filing by the Mortgagee or its commencement of any such proceeding, including, but limited to, reasonable counsel fees, shall be borne by the Mortgagor, and if paid by the Mortgagee shall be reimbursed by the Mortgagor to the Mortgagee, its successors or assigns, upon demand, together with interest from the date that such sum is advanced, payment made or expense incurred, to and including the date of reimbursement, computed at the Default Rate. All expenses incurred by the Mortgagee, as described above in this Subsection, and the interest thereon, shall be a lien on the Mortgaged Property prior to any claim, lien, title or interest in, to or on or claim upon the Mortgaged Property attaching or accruing subsequent to the lien of this Mortgage and shall be deemed to be secured by this Mortgage and evidenced by the Note.

(j) THE MORTGAGOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY, THE RIGHT TO CLAIM ANY OFFSET AND THE RIGHT TO ASSERT A COUNTERCLAIM IN ANY ACTION OR PROCEEDING BROUGHT BY THE MORTGAGEE TO ENFORCE ANY OF ITS RIGHTS UNDER THE NOTE OR UNDER THIS MORTGAGE.

(k) Any assignee of this Mortgage and the Note shall take the same free and clear of all offsets, counterclaims (except for mandatory counterclaims) and defenses of any nature whatsoever (except the defense of payment) which the Mortgagor may have against any assignor of this Mortgage and the Note and no such offset, counterclaim (except a mandatory counterclaim) or defense shall be interposed or asserted by the Mortgagor in any action or proceeding brought by any such assignee upon this Mortgage and/or the Note and any such right to interpose or assert any such offset, counterclaim (except for mandatory counterclaims) or defense in any such action or proceeding is hereby expressly waived by the Mortgagor.

(l) The Mortgagor shall not be relieved of the Mortgagor's obligation to pay the Debt at the time and in the manner provided for in the Note and this Mortgage by reason of (i) failure of the Mortgagee to comply with any request of the Mortgagor or any guarantor of the payment of the Note and/or of this Mortgage to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Note or of any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Debt or any portion thereof, (ii) the release, regardless of consideration, of the whole or any part of the Mortgaged Property or any other security for the Debt or the release of any individual or entity guaranteeing the payment of the Note and/or of this Mortgage, or (iii) the extension or modification of this Mortgage or any other mortgage, instrument or document evidencing, securing or guaranteeing payment of the Note and/or of this Mortgage or any portion thereof, without first having obtained the consent of the Mortgagor, and in the last event, the Mortgagor shall continue to be obligated to pay the Debt at the time and in the manner provided in the Note and this Mortgage, as so

extended or modified, unless expressly released and discharged by the Mortgagee. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien, encumbrance, right, title or interest in or to the Mortgaged Property, the Mortgagee may release any person or entity at any time liable for the payment of the Debt or any portion thereof or any individual or entity guaranteeing the payment of the Note and/or of this Mortgage or any part of the security held for the Debt or with respect to any guarantee, and may extend the time of payment or otherwise modify any of the terms, covenants, conditions or obligations of the Note and/or this Mortgage, including, without limitation, a modification of the interest rate payable on the principal balance of the Note, without in any manner impairing or affecting this Mortgage or the lien thereof or the priority of this Mortgage, as so extended and modified, as security for the Debt over any such subordinate lien, encumbrance, right, title and interest. The Mortgagee may resort for the payment of the Debt to any other security or guarantee held by the Mortgagee in such order and manner as the Mortgagee, in its discretion, may elect. The Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every additional right and remedy now or hereafter afforded by law or equity.

(m) The Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right to the Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced.

(n) The Mortgagee shall have the right to receive and accept partial payment of any sum or sums which constitute a part of the Debt or the interest accrued thereon and such receipt and acceptance by the Mortgagee shall not be deemed a waiver or modification of any default or defaults by the Mortgagor existing at such time.

(o) All remedies provided in this Mortgage are distinct from and cumulative to any other right or remedy under this Mortgage, the Note, any guarantee of the payment of the Note and/or of this Mortgage or any other agreement between, among others, if any, the Mortgagor and the Mortgagee executed simultaneously or in connection herewith, or afforded by law or equity, and may be exercised concurrently, independently or successively. Wherever in this Mortgage the prior consent of the Mortgagee is required, the consent of the Mortgagee given as to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions. Any such consents shall be in writing.

(p) Any forbearance by the Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Mortgagee or other corrective or security protecting measures by the Mortgagee shall not be a waiver of the Mortgagee's right to accelerate the maturity of the Debt.

(q) In any action or proceeding to foreclose this Mortgage, or to recover or collect the Debt, the provisions of law respecting the recovery of costs, disbursements and allowances shall also be applicable.

Section 2.3. Interest After Default. If any payment due hereunder or under the Note is not paid when due, whether on any stated due date, any accelerated due date or any other date or at any other time specified under any of the terms, covenants, conditions or obligations hereof or thereof, then and in such event, the Mortgagor shall pay interest on the entire outstanding and unpaid principal balance of the Debt, from and after the date on which such amount first became due, at the Default Rate and such interest shall be due and payable, on demand, at such rate until the entire amount due is paid to the Mortgagee, whether or not any action shall have been taken or proceeding commenced to recover the same or to foreclose this Mortgage. All accrued but unpaid interest shall be secured by this Mortgage as part of the Debt together with interest from the date that such sum is advanced, payment made or expense incurred, to and including the date of reimbursement, computed at the Default Rate. Nothing in this Section 2.3 or in any other provision of this Mortgage shall constitute an extension of the time of payment of the Debt or shall increase the maximum principal amount which may under any contingency be secured by this Mortgage.

Section 2.4. Possession of the Mortgaged Property. Upon the occurrence of any Event of Default hereunder, it is agreed that the Mortgagor, if it is then the occupant of the Mortgaged Property or any part thereof, shall immediately surrender possession of the space so occupied to the Mortgagee, custodian, trustee, receiver, liquidator or conservator of the Mortgaged Property, as may be the case, and if the Mortgagor is permitted to remain in possession, the possession shall be as a month-to-month tenant of the Mortgagee, and, on demand, the Mortgagor shall pay to the Mortgagee monthly, in advance, a reasonable rental for the space so occupied and in default thereof the Mortgagor may be dispossessed by the usual summary proceedings. The covenants herein contained may be enforced by a receiver of the Mortgaged Property or any part thereof. Nothing in this Section 2.4 shall be deemed to be a waiver of the provisions of this Mortgage prohibiting the sale or other disposition of the Mortgaged Property without the Mortgagee's prior written consent.

### ARTICLE III

#### MISCELLANEOUS

Section 3.1. Notices. All notices or other communications required or otherwise given pursuant to this Mortgage shall be in writing and shall be personally delivered, delivered by overnight courier or mailed by registered or certified mail, postage prepaid, with return receipt requested, addressed as follows:

If to the Mortgagor: Willingboro Urban Renewal, LLC  
3834 Franklin Avenue  
Astoria, OR 97103

with a copy to: Drinker Biddle & Reath LLP  
105 College Road East, Suite 300  
P.O. Box 627  
Princeton, New Jersey 08542  
Attn: Dorothy Bolinsky, Esq

If to the Mortgagee: Flushing Savings Bank, FSB  
144-51 Northern Boulevard  
Flushing, New York 11354  
Attention:

Any party may change the person or address to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed. Any notice or other communication given hereunder shall be deemed to have been given or delivered, if personally delivered, upon delivery, if sent by overnight courier, on the first (1st) business day of the Mortgagee after being sent, and if sent by mail, on the third (3rd) business day of the Mortgagee after mailing. Each party shall be entitled to rely on all communications which purport to be given on behalf of any other party hereto and purport to be signed by an authorized signatory of such party.

Section 3.2. Consent to Jurisdiction; Waivers. (a) The Mortgagor hereby consents to the jurisdiction of the courts of the State of New Jersey and the state where the Mortgaged Property is located if the Mortgaged Property is not located in the State of New Jersey in any actions, suits or proceedings arising out of or in connection with the Note or this Mortgage. In addition, the Mortgagor irrevocably and unconditionally waives any objection which the Mortgagor may now or hereafter have to the laying of venue of any of the aforesaid actions, suits, or proceedings arising out of or in connection with the Note or this Mortgage brought in any of the aforesaid courts, and hereby further irrevocably and unconditionally waives the right to plead or claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum; and

(b) The Mortgagor waives the requirements of personal service in connection with any actions, suits or proceedings arising out of or in connection with the Note or this Mortgage, and consents that all service of process may be made by certified mail, return receipt requested, addressed to the Mortgagor at the address of the Mortgagor set forth above in Section 3.1 as such address may be changed as therein set forth.



Section 3.3. Governing Law. Except to the extent that the law of the state where the Mortgaged Property is located must be applied because this Mortgage constitutes a lien on premises located in that State, this Mortgage shall be construed in accordance with the laws of the State of New Jersey.

Section 3.4. Binding Obligations. The terms, covenants, provisions and conditions herein contained shall bind and inure to the benefit of the heirs, distributees, executors, administrators, successors and assigns of the parties hereto but the foregoing provisions of this Section shall not constitute a waiver of the provisions of Sections 1.13 and 1.14 above.

Section 3.5. Further Assurances. The Mortgagor will, at the request of the Mortgagee and at the cost and expense of the Mortgagor (a) promptly correct any defect, error or omission which may be discovered in the contents of this Mortgage, or in the execution, acknowledgment or recordation hereof, or (b) promptly do, execute, acknowledge and deliver any and all such further acts, deeds, conveyances, mortgages, deeds of trust, amendments, supplements, assignments, estoppel certificates, financing statements and continuations thereof, notices of assignment, transfers, certificates, assurances and other instruments as the Mortgagee may reasonably require from time to time in order to (i) effectuate the purposes of this Mortgage, (ii) subject to the lien and security interest hereby created any of the Mortgagor's properties, rights or interests covered or now or hereafter intended to be covered hereby, (iii) perfect and maintain such lien and security interest, or (iv) convey, grant, assign, transfer and confirm unto the Mortgagee the rights granted or now or hereafter intended to be granted to the Mortgagee hereunder or under any other instrument executed in connection with this Mortgage or which the Mortgagor may be or become bound to convey, mortgage or assign to the Mortgagee in order to carry out the intention or facilitate the performance of the provisions of this Mortgage. The Mortgagor hereby appoints the Mortgagee as its attorney-in-fact to execute, acknowledge and deliver for and in the name of the Mortgagor any and all of the instruments mentioned in this Section 3.5 and this power, being coupled with an interest, shall be irrevocable as long as any part of the Debt remedies unpaid.

Section 3.6. Captions. The title of this document and the captions used herein are inserted only as a matter of convenience and for reference and shall in no way define, limit or describe the scope or intent of this Mortgage or any of the provisions hereof.

Section 3.7. Severability. If any term, covenant, condition or obligation of this Mortgage shall be held to be invalid, illegal or unenforceable in any respect, this Mortgage shall be construed without such term, covenant, condition or obligation.

Section 3.8. Set-Off. The Mortgagor, to further secure the Debt, hereby (a) pledges and grants to the Mortgagee a security interest in and to and a lien on, any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Mortgagee or any affiliate thereof to or for the credit or account of the Mortgagor (collectively, "Deposits"), and (b) irrevocably authorizes and directs the Mortgagee or any affiliate thereof at any time and from time to time upon the occurrence of an Event of Default

under this Mortgage, or a default under the Note or any other Loan Document, without notice to the Mortgagor (any such notice being expressly waived by the Mortgagor) and to the fullest extent permitted by law, to set off and apply any such Deposits against any and all obligations of the Mortgagor now or hereafter existing under the Loan Documents, or to hold such Deposits for future application against obligations thereafter arising under any of the Loan Documents irrespective of whether or not the Mortgagee shall have made any demand under any of the Loan Documents and although such obligations may be contingent or unmatured. From and after the date of the occurrence of any default under any of the Loan Documents, the Mortgagee shall have dominion and control over such Deposits and shall have the sole ability to make withdrawals with respect to such Deposits. The Mortgagee agrees promptly to notify the Mortgagor after any such application made by the Mortgagee; provided, however, that the failure to give such notice shall not affect the validity of such application. The rights of the Mortgagee under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the Mortgagee may have hereunder or under applicable laws.

Section 3.9. General Conditions. (a) No provision of this Mortgage may be waived, changed, amended, modified or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless it is in writing and signed by the party against whom enforcement of the waiver, change, amendment, modification or discharge is sought.

(b) The Mortgagee may take or release other security for the payment of the Loan, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Loan without prejudice to any of its rights under this Mortgage.

(c) No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of the Mortgagee in exercising any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default, or any acquiescence therein. Nothing in this Mortgage or in the Note shall affect the obligation of the Mortgagor to pay the Debt in the manner and at the time and place therein respectively expressed. All rights and remedies of the Mortgagee shall be cumulative and may be exercised singly or concurrently. Notwithstanding anything herein contained to the contrary, the Mortgagor: (i) will not (A) at any time insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect any of the terms, covenants, conditions or obligations of this Mortgage, or (B) claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision hereof, or pursuant to the decree, judgment or order of any court of competent jurisdiction; (ii) waives all benefit or advantage of any such law or laws; (iii) covenants not to hinder, delay or impede the execution of any power herein

granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted; and (iv) waives all right to have the Mortgaged Property, or any other property of the Mortgagor to which the Mortgagee has, or may in the future have, a claim, marshaled upon any foreclosure hereof.

(d) No waiver by the Mortgagee or modification of the terms hereof shall be effective unless it is in writing and then only in the specific instance and for the specific purpose for which given and, notwithstanding anything to the contrary herein, all such waivers and modifications may be given or withheld in the sole judgment of the Mortgagee. Without limiting the generality of the foregoing, any payment made by the Mortgagee for insurance premiums, taxes, assessments, water rates, sewer rentals, levies, fees or any other charges affecting the Mortgaged Property, shall not constitute a waiver of the Mortgagor's default in making such payments and shall not obligate the Mortgagee to make any further payments. The Mortgagor hereby irrevocably waives any right to claim that any provision of this Mortgage, including the provisions set forth in this Subsection, have been waived orally or by the acts or omissions of the Mortgagee.

(e) THE MORTGAGOR ACKNOWLEDGES THAT IT HAS RECEIVED A TRUE COPY OF THIS MORTGAGE.

(f) If the Mortgagor shall request the Mortgagee's consent or approval pursuant to any of the provisions of this Mortgage or otherwise, and the Mortgagee shall fail or refuse to give, or shall delay in giving, such consent or approval, the Mortgagor shall in no event make, or be entitled to make, any claim for damages (nor shall the Mortgagor assert, or be entitled to assert, any such claim by way of defense, set-off, or counterclaim) based upon any claim or assertion by the Mortgagor that the Mortgagee unreasonably withheld or delayed its consent or approval, and the Mortgagor hereby waives any and all rights that it may have, from whatever source derived, to make or assert any such claim. The Mortgagor's sole remedy for any such failure, refusal, or delay shall be an action for a declaratory judgment, specific performance, or injunction, and such remedies shall be available only in those instances where the Mortgagee has expressly agreed in writing not to unreasonably withhold or delay its consent or approval or where, as a matter of law, the Mortgagee may not unreasonably withhold or delay the same.

(g) This Mortgage shall (i) be binding upon the Mortgagor and its successors and assigns, and (ii) inure, together with all rights and remedies of the Mortgagee hereunder, to the benefit of the Mortgagee and its successors, transferees and assigns. Without limiting the generality of clause (ii) of the immediately preceding sentence, the Mortgagee may assign or otherwise transfer all or any portion of its rights and obligations under any Loan Document, to any other person or entity, and such other person or entity shall thereupon become vested with all of the rights and obligations in respect thereof granted to the Mortgagee herein or otherwise. None of the rights or obligations of the Mortgagor hereunder may be assigned or otherwise transferred without the prior written consent of the Mortgagee.

(h) Without limiting the generality of Subsection (g) above, the Mortgagor hereby acknowledges that the Mortgagee may sell, grant or assign participation interest(s) in the Loan and in the Mortgagee's rights and obligations in respect of the Loan Documents, including this Mortgage, to one or more lending institutions satisfactory to the Mortgagee, on terms satisfactory to the Mortgagee. In the event that the Mortgagee shall sell, grant or assign participation interest(s) in the Loan and in the Mortgagee's rights and obligations in respect of the Loan Documents, (i) the Mortgagee may, in its sole discretion, disclose financial and other information to prospective participant(s) with respect to the Mortgagor, (ii) the Mortgagor shall reasonably cooperate with the Mortgagee in connection with any such participation and shall execute any and all reasonable documents which may be required or desirable, in the Mortgagee's or such participants' judgment, to effectuate any such participation(s), and (iii) each representation and agreement made by the Mortgagor in this Mortgage or in any of the other Loan Documents shall run to, and each reference to the Mortgagee shall be deemed to refer to, the Mortgagee and all of its participants(s).

(i) If the Mortgagor consists of more than one person or entity, the obligations and liabilities of each such person or entity hereunder shall be joint and several. The relative words herein of single or plural number, or masculine or feminine or neuter gender shall be read as if written in the single or plural, or in the male, neuter or female gender, as the context and as the case may be.

(j) Any check, draft, money order or other instrument given in payment of all or any portion of the Note or pursuant to this Mortgage may be accepted by the Mortgagee and handled in collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of the Mortgagee, except to the extent that actual cash proceeds of such instrument are unconditionally received by the Mortgagee and applied as the case may be to the Debt in the manner provided in the Note or to the sum due under this Mortgage.

(k) The Mortgaged Property is not improved nor is to be improved by improvements to be used for residential purposes.

(l) If the Mortgagor shall well and truly pay to the Mortgagee the Debt at the time and in the manner provided in the Note and this Mortgage and shall well and truly abide by and comply with each and every term, covenant, condition and obligation set forth in this Mortgage and in the Note, then these presents and the estate hereby granted shall cease, terminate and be void.

(m) This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

### Section 3.10 Non-Recourse.

With the exception of any indemnification the Mortgagee may seek from the Mortgagor as a result of any costs or expenses resulting to the Mortgagee (i) from fraud or intentional misrepresentation of the Mortgagors, (ii) the gross negligence or willful misconduct by Mortgagors; (iii) the physical waste of the Mortgaged Property; (iv) the breach of any representations, warranties, covenants or indemnification provisions in this Mortgage concerning environmental laws, hazardous substances or asbestos; (v) the removal or disposal of any portion of the Mortgaged Property after an Event of Default (as defined herein); (vi) the misapplication or conversion by Mortgagors of any insurance proceeds, condemnation awards, rents, income or other revenue from the Mortgaged Property, (vii) the failure to pay charges for labor or materials or other charges that can create liens on any portion of the Mortgaged Property, unless Borrower undertakes a good faith dispute of such charges and obtains a bond therefor within thirty (30) days of the due date; (viii) any security deposits collected with respect to the Mortgaged Property which are not delivered to Mortgagee upon a foreclosure of the Mortgaged Property or action in lieu thereof, except to the extent any such security deposits were applied in accordance with the terms and conditions of the space leases for the Mortgaged Property prior to the occurrence of the event of default giving rise to such foreclosure or action in lieu thereof; (ix) all real estate taxes, water and sewer charges and assessments (including all interest and penalties as a result of non-payment or otherwise) that may now or hereafter be owing in respect of the Mortgaged Property; (x) for abandonment of the Mortgaged Property, (vi) due to the transfer of the Mortgaged Property in violation of the Loan Documents, (vii) from the failure to permit inspections of the Mortgaged Property as required in this Mortgage or the Environmental Indemnity, as applicable, or (viii) resulting from the seizure or forfeiture of the Mortgaged Property, or any portion thereof, resulting from any criminal wrongdoing or other unlawful actions of Mortgagor or its affiliates under any federal, state or local law, the Mortgagee shall look solely to the Mortgaged Property, the space leases affecting the Mortgaged Property and any other collateral constituting security for the payment of the Note or for the performance of any of the agreements, obligations, covenants or warranties contained in the Loan Documents and no other property or assets of the Mortgagor or any of the Mortgagor's partners, officers, directors, shareholders, members or principals, disclosed or undisclosed (collectively, the "Persons"), shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the Mortgagee, or for any payment required to be made under the Loan Documents or for the performance of any of the agreements, obligations, covenants or warranties contained in the Loan Documents; provided that the foregoing provisions of this paragraph shall not: (a) constitute a waiver of the debt evidenced by the Loan Documents or affect the lien of the Loan Documents; (b) limit the right of the Mortgagee to name the Mortgagor as a party defendant in any action or suit for foreclosure and sale under the Loan Documents so long as no judgment in the nature of a personal monetary judgment shall be enforced against the Mortgagor or any Persons; (c) affect in any way the validity of or the rights of the beneficiary under any guaranty of payment of the Note, if any; (d) constitute a waiver of any right of the Mortgagee as against the Mortgagor for obligations or liabilities incurred by the Mortgagee or imposed against or with respect to the Mortgaged Property as a result of the presence on the Mortgaged Property, now or at any time hereafter of Hazardous Materials; (e) in any way impair the Mortgagee's right to bring an action

for fraud or misrepresentation on the part of the Mortgagor or to obtain a deficiency judgment against the Mortgagor or any Persons in the event that the Mortgagor or any Persons induced the Mortgagee to make the Loan by fraud or misrepresentation, including the omission of any material fact; or (f) in any way impair the Mortgagee's right to collect and obtain any and all rents, issued, profits and income deriving from the Mortgaged Property which have been applied by the Mortgagor from and after the occurrence of a default under the Loan Documents for items other than payment of the Loan or actual costs or expenses incurred in connection with the maintenance or management of the Mortgaged Property.

**[Rest of Page Left Intentionally Blank]**

IN WITNESS WHEREOF this Mortgage has been duly executed by the Mortgagor on the day and year first above written.

WILLINGBORO URBAN RENEWAL, LLC,  
a New Jersey limited liability company

By: RENEWAL WILLINGBORO, LLC,  
a New Jersey limited liability company,  
its Sole Member and Manager

By: \_\_\_\_\_  
Name: Robert B. Stang  
Title: Managing Member

STATE OF NEW JERSEY  
COUNTY OF MERCER      ss.:

On the \_\_\_ day of April in the year 2008 before me, the undersigned, personally appeared Robert B. Stang, who came before me and stated to my satisfaction that this person (a) was a maker of the attached instrument; (b) was authorized to and did execute this instrument as the Managing Member of RENEWAL WILLINGBORO, LLC, Sole Member and Manager of WILLINGBORO URBAN RENEWAL, LLC , the entity named in this instrument; and (c) executed this instrument as the act of the entity named in this instrument.

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Notary Public



## SCHEDULE A

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Willingboro, County of Burlington, State of New Jersey, and being more particularly described as follows:

### TRACT I

As per Survey:

COMMENCING at a point, said point being further described in Deed Book 5088, Page 025 and being marked by a concrete monument; thence

- (A) Along the dividing line between Block 3, Lot 1 and Lot 4.08, South 39 degrees 45 minutes 57 seconds East 375.00 feet; thence
- (B) Along a curve to the right, having a radius of 100.00 feet, an arc length of 68.17 feet, a central angle of 39 degrees 03 minutes 36 seconds and being subtended by a chord bearing South 16 degrees 38 minutes 03 seconds West, a distance of 66.86 feet; thence
- (C) Along the northerly sideline of Block 3, Lot 4.03, North 50 degrees 14 minutes 03 seconds East, a distance of 230.79 feet to the intersection of the northeasterly corner of Block 3, Lot 4.03 to the point and place of beginning; thence
  - 1. Along said westerly sideline of Proposed Lot 4.09, North 39 degrees 45 minutes 47 seconds West, a distance of 26.33 feet to a point; thence
  - 2. North 48 degrees 42 minutes 20 seconds East, a distance of 452.28 feet; thence
  - 3. South 38 degrees 42 minutes 10 seconds East, a distance of 76.18 feet; thence
  - 4. South 54 degrees 11 minutes 17 seconds West, a distance of 150.93 feet; thence
  - 5. South 35 degrees 54 minutes 25 seconds East, a distance of 11.59 feet; thence
  - 6. South 48 degrees 43 minutes 09 seconds West, a distance of 68.72 feet; thence
  - 7. South 34 degrees 57 minutes 32 seconds East, a distance of 19.63 feet; thence
  - 8. South 54 degrees 06 minutes 58 seconds West, a distance of 47.04 feet; thence
  - 9. South 53 degrees 41 minutes 48 seconds West, a distance of 18.81 feet; thence

10. South 50 degrees 13 minutes 48 seconds West, a distance of 163.30 feet; thence
11. North 39 degrees 45 minutes 57 seconds West, a distance of 56.00 feet to the point of BEGINNING.

This description is prepared in accordance with a plan prepared by Langan Engineering and Environmental Services, Inc., Elmwood Park, New Jersey, dated September 26, 2003, and most recently revised on September 20, 2007, Drawing No. 05.01.

Also known as Lot 4.09 in Block 3 on the Township of Willingboro Tax Map.

As per Deed:

COMMENCING at a point, said point being further described in Deed Book 5088, Page 025 and being marked by a concrete monument; thence

- (A) Along the dividing line between Block 3, Lot 1 and Lot 4.01, South 39 degrees 45 minutes 57 seconds East 375.00 feet; thence
  - (B) Along a curve to the right, having a radius of 100.00 feet, an arc length of 68.17 feet, a central angle of 39 degrees 03 minutes 36 seconds and being subtended by a chord bearing South 16 degrees 38 minutes 03 seconds West, a distance of 66.86 feet; thence
  - (C) Along the northerly sideline of Block 3, Lot 4.03, North 50 degrees 14 minutes 03 seconds East, a distance of 230.79 feet to the intersection of the northeasterly corner of Block 3, Lot 4.03 to the point and place of beginning; thence
  - (D) Along said westerly sideline of Proposed Lot 4.09, North 39 degrees 45 minutes 47 seconds West, a distance of 26.33 feet to a point; thence
1. North 48 degrees 42 minutes 20 seconds East, a distance of 450.68 feet; thence
  2. South 40 degrees 07 minutes 28 seconds East, a distance of 76.15 feet; thence
  3. South 54 degrees 11 minutes 17 seconds West, a distance of 151.22 feet; thence
  4. South 35 degrees 54 minutes 25 seconds East, a distance of 11.59 feet; thence
  5. South 48 degrees 43 minutes 09 seconds West, a distance of 68.72 feet; thence
  6. South 34 degrees 57 minutes 32 seconds East, a distance of 19.63 feet; thence
  7. South 54 degrees 06 minutes 58 seconds West, a distance of 47.04 feet; thence

8. South 53 degrees 41 minutes 48 seconds West, a distance of 18.81 feet; thence
9. South 50 degrees 13 minutes 48 seconds West, a distance of 163.390 feet; thence
10. North 39 degrees 45 minutes 57 seconds West, a distance of 56.00 feet to the point of BEGINNING.

Also known as Lot 4.09 in Block 3 on the Township of Willingboro Tax Map.

## TRACT II

COMMENCING at a point, said point being further described in Deed Book 5088, Page 025 and being marked by a concrete monument; thence

- (A) Along the dividing line between Block 3, Lot 2 and Block 3, Proposed Lot 4.08, South 39 degrees 45 minutes 57 seconds East 375.00 feet; thence
  - (B) Along a curve to the right, having a radius of 100.00 feet, an arc length of 68.17 feet, a central angle of 39 degrees 03 minutes 36 seconds and being subtended by a chord bearing North 16 degrees 38 minutes 03 seconds East, a distance of 66.86 feet; thence
  - (C) Along the northerly sideline of Block 3, Lot 4.03, South 50 degrees 14 minutes 03 seconds West, a distance of 230.79 feet to a p/c nail (FND); thence
  - (D) Along the dividing line between Block 3, Lot 4.03, Block 3, Proposed Lot 4.09, South 39 degrees 45 minutes 57 seconds East, a distance of 205.50 feet; thence
  - (E) Along the dividing line between Block 3, Lot 4.03 and Block 3, Proposed Lot 4.01, South 35 degrees 32 minutes 00 seconds East, a distance of 27.43 feet to the point of beginning; thence
1. North 50 degrees 13 minutes 48 seconds East, a distance of 184.74 feet; thence
  2. Northeasterly along a curve to the right, having an arc distance of 116.79 feet, a radius of 140.00 feet and a central angle of 47 degrees 47 minutes 51 seconds and being subtended by a chord which bears North 74 degrees 07 minutes 44 seconds East 113.43 feet; thence
  3. South 81 degrees 58 minutes 21 seconds East, a distance of 14.21 feet; thence
  4. Northeasterly along a curve to the left having an arc distance of 83.05 feet, a radius of 55.00 feet and a central angle of 86 degrees 31 minutes 14 seconds and being subtended by a chord which bears North 54 degrees 46 minutes 02 seconds East 75.38 feet; thence
  5. North 11 degrees 30 minutes 25 seconds East, a distance of 5.28 feet; thence

6. Northeasterly along a curve to the right, having an arc distance of 88.83 feet, a radius of 85.00 feet and a central angle of 59 degrees 52 minutes 44 seconds and being subtended by a chord which bears North 41 degrees 26 minutes 47 seconds East 84.84 feet; thence
7. Southeasterly along a curve to the left, having an arc distance of 114.84 feet, a radius of 70.00 feet and a central angle of 94 degrees 00 minutes 07 seconds and being subtended by a chord which bears South 84 degrees 24 minutes 04 seconds East 102.39 feet; thence
8. North 84 degrees 53 minutes 19 seconds East, a distance of 32.47 feet; thence
9. South 41 degrees 17 minutes 40 seconds East, a distance of 172.19 feet; thence
10. South 50 degrees 14 minutes 03 seconds West, a distance of 590.69 feet; thence
11. North 35 degrees 32 minutes 08 seconds West, a distance of 306.57 feet to the point of BEGINNING.

This description is prepared in accordance with a plan prepared by Langan Engineering and Environmental Services, Inc., Elmwood Park, New Jersey, dated September 9, 2002, and being most recently revised on February 5, 2008, Drawing No. 07.01.

Together with the benefits and rights of access of Cross Easements for Access Parking and Maintenance as contained in Deed Book 5880, Page 137.

Together with the benefits and rights of access of Declaration of Cross Easements for Utilities recorded May 22, 2001 in Deed Book 5866, Page 125.

Also being known as Lot 4.10, Block 3 on the Township of Willingboro Tax Map.