

RESOLUTION NO. 2004 – 156

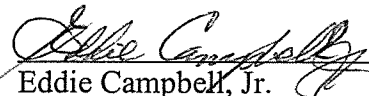
**A RESOLUTION AUTHORIZING REFUNDS FOR OVER-
PAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to overpayments and paid to wrong property; and

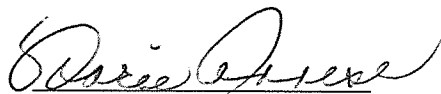
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of December, 2004, that refunds be made as per the attached schedule; and

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


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

INDEPENDENCE ABSTRACT ATTN: STEPHANIE ZANE 1040 KINGS HIGHWAY NORTH SUITE 700 CHERRY HILL, N.J. 08034 BLOCK 832 LOT 5 207 EVERGREEN DRIVE OVERPAYMENT TAXES	\$1217.25
WILLY & DEBORAH TUCKER 14 TURNER LANE WILLINGBORO, N.J. 08046 BLOCK 1101 LOT 3 14 TURNER LANE OVERPAYMENT TAXES	1332.38
GMAC MTG. 3451 HAMMOND AVE. WATERLOO, IA 50704-0780 BLOCK 528 LOT 19 64 MELLVILLE LANE OVERPAYMENT TAXES	732.61
MICHAEL C. WEST 29 HARMOND LANE WILLINGBORO, N.J. 08046 BLOCK 628 LOT 25 29 HARMON LANE OVERPAYMENT TAXES	956.79
ABN AMRO MTG. GROUP 7159 CORKLAN DRIVE TAX DEPT. JACKSONVILLE, FL. 32258 BLOCK 628 LOT 21 139 HILLCREST LANE OVERPAYMENT TAXES	797.31
LSI 700 CHERRINGTON PARKWAY CORAOPOLIS, PA. 15108 BLOCK 539 LOT 10 34 MERCATOR LANE OVERPAYMENT TAXES	982.95

RESOLUTION NO. 2004 - 156-A
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

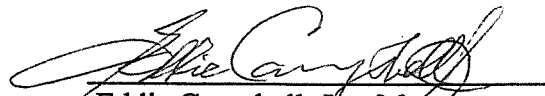
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

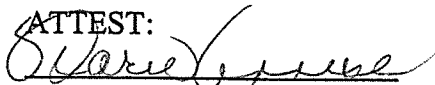
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 11/23, 2004, that an Executive Session closed to the public shall be held on 11/23, 2004, at 8:25 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Eddie Campbell, Jr., Mayor

ATTEST:

Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2004 - 157

A RESOLUTION TO CANCEL TAXES

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate the existence of taxes for 2004:


Year	Block/Lot	Assessed To	Amount
2004	814 / 69	Ewah, Rosalyn	\$ 373.77

WHEREAS, added assessments were placed on the above property in error; and


WHEREAS, N.J.S.A. 54:4-99 & 100 allows the governing body of a municipality to cancel taxes that are illegal assessments or where "past due taxes" are due and owing.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of December, 2004, that the Tax Collector is hereby authorized and directed to cancel the same pursuant to N.J.S.A.54:4-99 & 100.

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


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2004 - 158

**A RESOLUTION AUTHORIZING THE MAYOR
AND CLERK TO SIGN A CONTRACT WITH GARDEN
STATE FIREWORKS, INC.**

WHEREAS, the Township Council of the Township of Willingboro is the duly elected governing body of the Township of Willingboro; and

WHEREAS, the Township of Willingboro sponsors certain special events; and


WHEREAS, the Township Council had determined that fireworks should be a part of the celebrations of the Independence of the United States on or about July 4, 5, 6 or 7, 2005, 2006 and 2007; and

WHEREAS, the Township Council has determined that the provision of Fireworks displays constitutes an extraordinary, unspecifiable service to be provided by a company licensed and experienced in the highly specialized field of fireworks displays; and


WHEREAS, Garden State Fireworks Inc. is qualified to provide fireworks displays to the Township of Willingboro; and

WHEREAS, the Township Council has reviewed the proposal of Garden State Fireworks Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro assembled in public session this 21st day of December, 2004, that the Mayor and Clerk of the Township of Willingboro are hereby authorized to execute the Agreements between the Township of Willingboro and Garden State Fireworks, Inc. for displays on or about July 4, 5, 6 or 7, 2005, 2006 and 2007 in the form attached hereto, which shall provide for a cost of \$30,000 for each display (provided funding is available in the Municipal Budget). Garden State Fireworks, Inc. shall also provide the Township of Willingboro with a performance guarantee in the amount of 110% of each display, which guarantee shall be in a form of a bond, letter of credit, insurance policy or other form acceptable to the Township of Willingboro.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

LAW OFFICE OF MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511
FACSIMILE: (609) 877-7755



PLEASE REPLY TO WILLINGBORO

586 CENTRAL AVENUE, SUITE 10-14
EAST ORANGE, NEW JERSEY 07018

MICHAEL A. ARMSTRONG+
Email: maa@armstronglawfirm.com

CRISTAL HOLMES-BOWIE
Email: chb@armstronglawfirm.com

JAMES R. URQUHART^
Email: jru@armstronglawfirm.com

TIFFANY M. WILLIAMS◆
Email: tmw@armstronglawfirm.com

+ MEMBER NJ & NY BARS
^ MEMBER NJ & PA BARS
◆ MEMBER NJ, DC & MA BARS

February 3, 2005

Ms. Fran Desmelyk
Garden State Fireworks, Inc.
Carlton Road
P. O. Box 403
Millington, New Jersey 07946

Re: Garden State Fireworks Agreement
My File No.: 530-98-04

Dear Ms. Desmelyk:

This letter serves to confirm our conversation in which you indicated that you will forward the Certificate of Insurance upon your policy renewal date of February 28, 2005. Please forward the certificate to my attention no later than March 10, 2005. Additionally, upon renewal, please provide proof of workers' compensation insurance no later than June 15, 2005 and proof of automobile insurance no later than May 24, 2005. Feel free to contact me with any questions or concerns.

Sincerely,

A handwritten signature in cursive script that reads "Tiffany M. Williams".

Tiffany M. Williams

TMW:ji
050203-0001

Enclosure

cc: Michael A. Armstrong, Esquire
Denise M. Rose, Township Manager
James H. Gray, Director of Special Events

LAW OFFICE OF MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511
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MICHAEL A. ARMSTRONG+
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CRISTAL HOLMES-BOWIE
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JAMES R. URQUHART▲
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TIFFANY M. WILLIAMS◆
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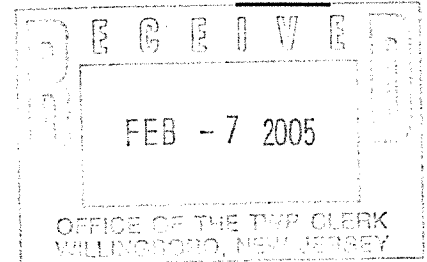
+ MEMBER NJ & NY BARS
▲ MEMBER NJ & PA BARS
◆ MEMBER NJ, DC & MA BARS



PLEASE REPLY TO WILLINGBORO

586 CENTRAL AVENUE, SUITE 10-14
EAST ORANGE, NEW JERSEY 07018

February 3, 2005



Marie Annese, Township Clerk
Willingboro Township Municipal Complex
One Salem Road
Willingboro, New Jersey 08046

**Re: Garden State Fireworks Agreement
My File No.: 530-98-04**

Dear Marie:

Enclosed please find the original Garden State Fireworks Agreement for execution by Mayor Campbell. Upon execution, Garden State Fireworks will be awaiting a deposit of \$500.00 as per the Agreement with a second check for \$15,000.00 following on April 1, 2005. Please be advised that we have not received the Certificate of Insurance covering the July 4, 2005 event. Garden State Fireworks advised that their renewal is due February 28, 2005 and they will forward proof of insurance at that time. Upon receipt, I will forward the certificate.

Sincerely,

A handwritten signature in cursive script that reads "Tiffany M. Williams".

Tiffany M. Williams

TMW:ji
050203

Enclosure

cc: Michael A. Armstrong, Esquire
Denise M. Rose, Township Manager
James Gray, Director of Special Events

GARDEN STATE FIREWORKS, INC. AGREEMENT

This Agreement is made and entered into on 12/21/04 by and between the Township of Willingboro (hereinafter "Township"), a municipal corporation, One Salem Road, Willingboro, New Jersey 08046, and Garden State Fireworks, Inc., a New Jersey corporation, P.O. Box 403, Carlton Road, Millington, New Jersey (hereinafter "Garden State Fireworks").

Now therefore, for and in consideration of the mutual promises of the parties hereto, it is hereby agreed as follows:

1. Event

The parties agree that Garden State Fireworks will produce and display fireworks at the Township's Fourth of July program at Millcreek Park on the 4th day of July, 2005, at a time and location to be designated by the Township. The rain date in the event of inclement weather shall be designated by the Township within a reasonable time prior to the event.

2. Program

Garden State Fireworks agrees to provide a Fourth of July fireworks display program for services described in Attachment A, in accordance with the following assurances:

- a. an electronic display format offering a "turn-key" method;
- b. fireworks as selected per the program enclosed as Attachment A;
- c. assistance in aesthetic design for special events;
- d. production schedule outline;
- e. pre-display site visit in compliance with NFPA recommendations;
- f. assistance in acquisition of all necessary permits;
- g. all labor necessary to transport, install, discharge and remove the display;
- h. safety equipment and personnel in conformance with the requirements of agencies having jurisdiction including, but not limited to, New Jersey "H" licensed pyrotechnicians as currently required by law and site representative for meetings and coordination of the display;
- i. all trucking and transportation of equipment and material, including but not limited to any necessary transportation permits;
- j. all technicians have met DOT regulations and carry current health cards and CDL licensing;
- k. all pyrotechnic devices have mandatory EX numbering as required by the Bureau of Explosives and the DOT for transportation on any roadway and/or waterway;
- l. proof of State and Federal licenses;
- m. insurance coverage in the amount of \$5,000,000 with the Township designated as an additional insured; vehicle insurance in the amount of \$5,000,000, as required by the DOT.
- n. coverage of all Garden State Fireworks employees under Interstate Workers Compensation and Employers Liability Insurance.

3. Payment

The Township agrees to pay a total contract price of \$30,000.00 to Garden State Fireworks in exchange for Garden State Firework's provision of a fireworks exhibition, as referenced in the preceding paragraph and more fully described in Attachment "A". The Township agrees to pay a deposit of \$500.00 upon the execution of this Agreement and an additional \$15,000.00 on or before April 1, 2005, which payment constitutes fifty (50%) percent of the cost of the display, subject to the availability of funds and Council approval. The Township agrees to pay the remaining balance of the contract amount to the individual designated by Garden State Fireworks upon completion of Garden State Fireworks' obligations to discharge the fireworks display. Garden State Fireworks agrees to pay all expenses and costs necessary to produce the fireworks display, including but not limited to labor, equipment, transportation and all related site expenses.

4. Postponement

The parties agree that in the event of inclement weather, the display may be postponed by the Township to the rain date designated by the Township. In the event of inclement weather on the rain date, the Township may postpone the fireworks display within ninety (90) days of the original scheduled date of the display, resulting in an additional cost of fifteen (15%) percent of the total contract amount. Notice of postponement shall be provided by the Township within a reasonable period of time.

5. Cancellation

In the event of the Township's failure to postpone the fireworks display within ninety (90) days of the original scheduled date of the display, the fireworks display will thereafter be considered canceled.

Any cancellation by the Township which occurs less than thirty (30) days prior to the scheduled fireworks display, shall result in the Township paying the additional \$15,000.00 of the total contract amount, subject to Garden State Fireworks' duty to mitigate its actual losses. Any cancellation by the Township that occurs at least thirty (30) days prior to the date fixed for the fireworks display, shall result in the forfeiture of the deposit actually paid, subject to Garden State Fireworks' duty to mitigate its actual losses. Garden State Fireworks agrees to maintain a duty to mitigate actual damages in the event of cancellation by the Township.

In the event Garden State Fireworks cancels or is unable to perform its obligations to produce the subject fireworks display, it agrees to refund all money received from the Township and pay any damages, including but not limited to the replacement cost of securing another vendor.

6. Proof of Insurance

Garden State Fireworks agrees to procure liability insurance and to remit a Certificate of Insurance at the time of execution of the Contract, evidencing such insurance and designating the Township as an additional insured against any claims arising out of the sole negligence of Garden State Fireworks consistent with the minimum requirements below:

- a. General liability limits of five million dollars (\$5,000,000.00) per occurrence, combined single limit for bodily injury and property damage.
- b. Statutory workers compensation limits including employer's liability limits of five hundred thousand dollars (\$500,000.00).

Garden State Fireworks' failure to provide the requisite proof of insurance coverage prescribed herein shall constitute breach and entitle the Township to the immediate return of any deposits paid and any consequential damages.

7. Hold Harmless Clause

Garden State Fireworks agrees to release, indemnify and hold harmless the Township from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the Township and its respective employees, agents, volunteers or other representatives, arising out of or in any manner relating to the manufacture, installation, firing, display or disassembly of any pyrotechnic equipment or device and/or the supervision and presentation thereof.

8. Public Safety

The Township agrees to furnish security, including but not limited to preventing any persons from coming into the safety zone area designated for discharging the fireworks display. With the exception of the conditions stated in the preceding paragraph entitled "Hold Harmless Clause" and any negligence on the part of Garden State Fireworks, the Township agrees to assume sole responsibility for public safety and agrees to conduct an inspection of the site approximately twenty-four (24) hours in advance of the display.

9. Permits

The Township agrees to provide any and all permits required by municipal authorities for the discharging of the fireworks display within a reasonable time prior to the date of the event.

10. Publicity

The Township agrees that any and all publicity, media coverage, announcement and advertising shall name Garden State Fireworks as the primary vendor for the fireworks display.

11. Debris Removal

Garden State Fireworks agrees to be responsible for all removal of debris following the fireworks display and shall be responsible for returning the site used for discharge to its original state and condition.

12. Compliance

Garden State Fireworks and its representatives, employees or agents, agree to abide by, conform to and comply with all the laws of the United States, State of New Jersey and ordinances of

the Township of Willingboro, together with the rules and regulations of the police and fire departments of the Township of Willingboro and will not do, nor suffer to be done, anything on the premises during or in preparation for the fireworks display, in violation of any such rules, laws, regulations or ordinances. Garden State Fireworks shall be responsible for complying with any and all laws, regulations and ordinances pertaining to the execution of their pyrotechnic responsibilities, even where not specifically referenced herein.

13. Complete Agreement

This Agreement constitutes the entire agreement between the parties, and no statements, promises or inducements made by either party or agent of either party that are not contained in this written contract are valid or binding. This Agreement may only be modified in writing, signed by both parties. Any oral representations which are not contained in this agreement are void and of no effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. If any provision of this agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by the law. In the event that any dispute arises under this agreement, any and all legal actions shall be initiated in the courts of Burlington County and no other.

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first written above. The parties, who have executed this agreement, hereby certify that they are the authorized agents of the parties to the agreement and are authorized to enter into agreements on behalf of the respective parties. If a corporation is the party, this Contract is signed by its corporate agent or officer, pursuant to a corporate resolution and its corporate seal is affixed.

Garden State Fireworks

By: August Santore

V-Pres CEO

Title of Authorized Officer

Date: Jan. 27, 2005

Witness: Frances Desmoy

Township of Willingboro

By: Eddie Campbell, Jr.

Eddie Campbell, Jr.
Mayor, Township of Willingboro

Date: 2/7/05

Attest: Marie Annese
Marie Annese, Clerk, Township of Willingboro

ATTACHMENT "A"

DEC-08-2004 WED 10:37 AM

FAX NO.

P. 08

PROGRAM



**FIREWORKS
SPECTACULAR**

WILLINGBORO

JULY 4, 2005, 2006, 2007

Submitted By:
Garden State Fireworks, Inc.
The Santore Brothers

ATTACHMENT A

DEC-08-2004 WED 10:37 AM

FAX NO.



OUR PROPOSAL MATERIALS

The program has been constructed in three easy-to-understand segments: The *opening*, the *body*, and the *grand finale*. The information has been carefully prepared and is individualized to provide maximum value for your budget.

Although we feel that this is the ideal combination of material for your display, we remain open to your suggestions and comments and would welcome the opportunity to discuss any aspect of the program with you. For over one hundred years it has been our goal to create the safest and most spectacular pyrotechnic displays possible for our clients.

CHOOSING A FIREWORKS COMPANY

The process of choosing a fireworks company can be a difficult one. Below are a few suggestions which you may find helpful:

- Check references. References are *proof of past performance*.
- Choose a major manufacturer. A direct manufacturer can save you money. A manufacturer can offer custom designed displays. Only a manufacturer can effect *quality control*, an essential for safety.
- Service is as important as product: Visit the company's facility if possible. There you may get an indication of the *scope of the operation*, the type of *manufacturing techniques* used, the extent of material in *stock*, and the *skills and personalities* of the people you will deal with.

ATTACHMENT A

DEC-08-2004 WED 10:37 AM

FAX NO.

P. 10



THE DISPLAY FORMAT

OPENING

Traditionally, a sequence of repeating, concussive 3" Titanium Salutes called "announcement reports" opens the display.

The announcement reports are followed by the "opening barrage" or "opening finale". This will consist of a variety of assorted effects including both color and noise and climaxing with the largest aerial shells.

BODY

The body of the program is composed of a wide variety of color, noise, and multi-break display shells detailed in the enclosed listing. The individual shells and groupings of effects are arranged in Santore Brothers style to create a program of continuing interest throughout, building in complexity and tempo to create a climax introducing the grand finale.

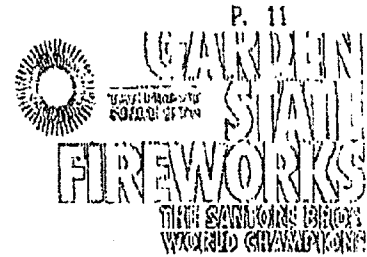
GRAND FINALE

A GARDEN STATE finale begins with an arrangement of colors, special effects, and gradually introduced noise, leading without pause into the principal feature of our finales, a Santore Brothers trademark, a furious and continuous pounding barrage of Titanium reports. Over this exuberant display of bright flashing noise and titanium sparks, an arrangement of fancy color shells are layered creating a wall of fire, color, and noise leaving the audience breathless with a spectacular ending.

ATTACHMENT A

DEC-08-2004 WED 10:38 AM

FAX NO.



Opening

300	2"	<i>Alternating Assorted Colors and Reports</i>
15	3"	<i>Titanium Reports</i>
15	3"	<i>Fancy Colors Fired Simultaneously</i>
15	3"	<i>Assorted Color and Heavy Report</i>
15	3"	<i>Red Chrysanthemum</i>
15	3"	<i>Blue Chrysanthemum</i>
4	4"	<i>Thunder and Rainbow</i>
6	4"	<i>Color and Five Report</i>
4	4"	<i>Fancy Color Changing</i>
5	4"	<i>Color and Extra Heavy Titanium Report</i>
2	4"	<i>Sauscissions (Silver Spinning Projectiles)</i>
7	5"	<i>Color Changing Chrysanthemum</i>
5	6"	<i>Color Changing Peony w/ Color Changing Center</i>
3	8"	<i>Color Changing Peony</i>
1	10"	<i>Color Changing Diadem Chrysanthemum</i>
1	12"	<i>Color Changing Chrysanthemum w/ Report</i>

ATTACHMENT A

DEC-08-2004 WED 10:38 AM

FAX NO.



Body

144		15 mm. Exhibition Candle
24		30 mm. Exhibition Candle
6		45 mm. Exhibition Candle
11	3"	Flash Report
10	3"	Titanium Report
12	3"	Humming Bird
11	3"	Color & Silver Whistles
12	3"	Purple & White Peony
11	3"	Silver Chrysanthemum
11	3"	Red Peony
11	3"	Yellow Peony
11	3"	Green Peony
11	3"	Purple Peony
11	3"	Blue Peony
11	3"	Color & Titanium Report
10	3"	Yellow Peony w/ Red Heart
12	3"	Red Peony w/ Blue Heart
12	3"	Green Peony w/ Yellow Heart
10	3"	Gold Spider Web
12	3"	White Spider Web
10	3"	Green/White/Yellow Color Change Peony
11	3"	Purple Color Change Silver Peony
12	3"	Color & Heavy Titanium Report
11	3"	Red & White Peony
10	3"	Blue & White Peony
12	3"	Color & Hundred Flashes
10	3"	Color & Hundred Flowers
4	4"	Big Red Bouquet
5	4"	Green Peony w/ Red Heart
5	4"	Yellow Peony w/ Green Heart
5	4"	Red to White to Blue Color Changing
3	4"	Red to Green Color Changing

ATTACHMENT A

DEC-08-2004 WED 10:38 AM

FAX NO.

P. 13



- | | | |
|---|----|--|
| 4 | 4" | <i>Silver Peony w/ Yellow Heart</i> |
| 4 | 4" | <i>Purple Color Changing to Green</i> |
| 3 | 4" | <i>Golden Palm Tree w/ Large Gold Trunk</i> |
| 5 | 4" | <i>Blue Peony</i> |
| 4 | 4" | <i>Red Peony</i> |
| 3 | 4" | <i>Red & White Peony</i> |
| 3 | 4" | <i>Blue & White Peony</i> |
| 5 | 4" | <i>Red/White/Blue Fancy Color</i> |
| 3 | 4" | <i>Red & Green Jumping Jack (Special Effect)</i> |
| 5 | 4" | <i>Assorted Color & Silver Whistles</i> |
| 4 | 4" | <i>Green Peony w/ Red Heart</i> |
| 3 | 4" | <i>Blossom After Thunder (Multi-Break)</i> |
| 3 | 4" | <i>Battle In The Clouds w/ Heavy Report (Multi-Break)</i> |
| 4 | 4" | <i>Color 5-Titanium Reports & Heavy Report (Multi-Break)</i> |
| 4 | 4" | <i>Color Flashes & Report (Multi-Break)</i> |
| 4 | 4" | <i>Red & Silver Color & Report (Multi-Break)</i> |
| 5 | 4" | <i>Blue & Green Color & Report (Multi-Break)</i> |
| 4 | 4" | <i>Santore Bros. Special Effects Shell (Multi-Break)</i> |
| 4 | 4" | <i>Color Five Timed Reports (Multi-Break)</i> |
| 5 | 4" | <i>Golden Willow</i> |
| 4 | 4" | <i>Variegated Color Shells</i> |
| 5 | 4" | <i>Purple Chrysanthemum</i> |
| 4 | 4" | <i>Silver Chrysanthemum</i> |
| 1 | 4" | <i>Humming Birds</i> |
| 2 | 5" | <i>Santore Bros. Special Effects (Multi-Break)</i> |
| 3 | 5" | <i>Red Ring</i> |
| 3 | 5" | <i>Yellow Ring</i> |
| 1 | 5" | <i>Santore Bros. Famous Splitting Comets (Multi-Break)</i> |
| 3 | 5" | <i>1000's of Flowers Blooming (Multi-Break)</i> |
| 1 | 5" | <i>Green Big Bouquets</i> |
| 1 | 5" | <i>Red Peony w/ Green Heart</i> |
| 3 | 5" | <i>Blue Peony w/ Red Heart</i> |
| 2 | 5" | <i>Spangle Chrysanthemum</i> |
| 1 | 5" | <i>Gold Spider Web</i> |
| 2 | 5" | <i>Silver Comets</i> |

ATTACHMENT A

DEC-08-2004 WED 10:38 AM

FAX NO.



1	5"	<i>Santore Bros. Special Falling Leaves</i>
3	5"	<i>Glittering Silver Color Changing Blue</i>
3	5"	<i>Purple & Green Peony</i>
2	5"	<i>Green & Silver Color Changing Peony</i>
1	5"	<i>Purple & Silver Color Changing Peony</i>
1	5"	<i>Silver Peony</i>
2	5"	<i>Blue Peony</i>
2	5"	<i>Yellow Peony</i>
1	5"	<i>Red Peony</i>
3	5"	<i>Red & Blue Peony</i>
2	5"	<i>Red/White/Blue Peony</i>
2	5"	<i>Blue & Yellow Peony</i>
1	5"	<i>Purple & White Peony</i>
1	5"	<i>Green Peony w/ Palm Core</i>
3	5"	<i>Silver Chrysanthemum</i>
1	5"	<i>Glittering Silver & Red</i>
3	5"	<i>Green Shell of Shells (Multi-Break)</i>
1	5"	<i>Shell of Shells (Multi-Break)</i>
3	5"	<i>Variegated Chrysanthemum</i>
1	5"	<i>Purple & Gold Flitter</i>
1	5"	<i>Color Changing Diadem</i>
2	5"	<i>Fancy Garland</i>
3	5"	<i>Blossom After Thunder</i>
3	5"	<i>Santore Bros. Fancy Silver Palm Tree w/ Large Trunk</i>
3	5"	<i>Santore Bros. Special (Multi-Break)</i>
1	5"	<i>Santore Bros. Famous Splitting Comets (Multi-Break)</i>
1	5"	<i>1000's of Flowers Blooming (Multi-Break)</i>
2	5"	<i>Santore Bros. Special Falling Leaves</i>
3	5"	<i>Purple & Green Peony</i>
3	5"	<i>Blossom After Thunder</i>
1	5"	<i>Glittering Silver Color Change to Blue</i>
3	5"	<i>Spongie Chrysanthemum</i>
2	5"	<i>Gold Spider Web</i>
2	5"	<i>Silver Comets</i>
3	5"	<i>Green Peony w/ Palm Core</i>

ATTACHMENT A

DEC-08-2004 WED 10:38 AM

FAX NO.

P. 15



- 1 5" Red/White/Blue Peony
- 3 6" Fancy Color Changing Chrysanthemum w/ Silver Tail
- 2 6" Santore Bros. Special (Multi-Break)
- 3 6" Silver Chrysanthemum
- 3 6" Purple Peony
- 3 6" Red Peony
- 1 6" Green Peony
- 3 6" Yellow Peony
- 1 6" Red Peony w/ Blue Heart
- 3 6" Green Peony w/ Yellow Heart
- 3 6" Silver Peony w/ Yellow Heart
- 2 6" Yellow Peony w/ Green Heart
- 2 6" Santore Bros. Super Shell of Shells (Multi-Break)
- 2 6" Santore Bros. Fancy Gold Palm Tree w/ Large Trunk
- 1 6" Santore Bros. Fancy Silver Palm Tree w/ Large Trunk
- 1 6" Spider Web
- 1 6" Green Ring
- 2 6" Blue Ring
- 2 6" Fancy Green Color Change to Red
- 2 6" Fancy Red Color Change to Silver
- 3 6" Golden Willow
- 2 6" Gold Waves
- 1 6" Three Color Changing Chrysanthemum
- 1 6" Green/White/Yellow Color Changing Peony
- 2 6" Santore Bros. Twinkling Strobe
- 2 6" Glittering Silver Diadem Chrysanthemum
- 2 6" Assorted Fancy Colors
- 3 6" Color & Multiple Cannonade
- 3 6" Red Big Bouquet
- 3 6" Glittering Silver Color Change to Red
- 1 6" 1000's of Blooming Flowers
- 2 6" Santore Bros. Special (Multi-Break)
- 2 6" Fancy 2-Color Changing Chrysanthemum w/ Silver Tail
- 2 6" Santore Bros. Fancy Silver Palm Tree w/ Large Trunk
- 1 6" Santore Bros. Golden Palm Tree w/ Large Trunk

ATTACHMENT A

DEC-06-2004 WED 10:39 AM

FAX NO.



- | | | |
|---|-----|--|
| 2 | 6" | <i>Three Color Changing Chrysanthemum</i> |
| 2 | 6" | <i>Glittering Silver Diadem Chrysanthemum</i> |
| 2 | 6" | <i>Assorted Fancy Colors</i> |
| 1 | 8" | <i>Color Changing Peony</i> |
| 1 | 8" | <i>Color Changing Chrysanthemum w/ Pistil</i> |
| 1 | 8" | <i>Shell of Shells</i> |
| 1 | 8" | <i>Flower Bed</i> |
| 1 | 8" | <i>Bumper Harvest</i> |
| 1 | 8" | <i>Splitting Comet</i> |
| 1 | 8" | <i>Color, Shell of Shells, and Report</i> |
| 1 | 8" | <i>Red Lightning</i> |
| 1 | 8" | <i>Crackling Chrysanthemum</i> |
| 1 | 8" | <i>Glittering Gold Chrysanthemum</i> |
| 1 | 8" | <i>Silver Kamuro Chrysanthemum</i> |
| 1 | 8" | <i>Color Changing Chrysanthemum w/ Encircling Dews</i> |
| 1 | 8" | <i>Variegated Peony w/ Silver Pistil and Rising Tail</i> |
| 1 | 8" | <i>Golden Palm Tree w/ Large Rising Tail</i> |
| 1 | 8" | <i>Diadem Chrysanthemum w/ Color Changing Pistil</i> |
| 1 | 10" | <i>Color Changing Chrysanthemum w/ Rising Tail</i> |
| 1 | 10" | <i>Twice Color Changing Chrysanthemum w/ Pistil</i> |
| 1 | 10" | <i>Spangle Chrysanthemum</i> |
| 1 | 12" | <i>Three-Time Color-Changing Chrysanthemum with Pistil</i> |
| 1 | 12" | <i>Flower Garden</i> |
| 1 | 12" | <i>Glittering Silver Peony with Drifting Small Flowers</i> |

ATTACHMENT A

DEC-08-2004 WED 10:39 AM

FAX NO.

P. 17

GROUND DISPLAY

- 2- FLYING AIRPLANES W/
AMERICAN FLAG.
- 1- FANCY STAR SET
- 1- TURNING DIAMOND DEVICE
W/ FIRE FLYS
- 1- REVOLVING CONTRAST
WHEEL
- 2- DEVIL WHEELS W/ FANCY
CENTER
- 1- CRACKLING MINE FRONT WALL
OF FIRE
- 2- MERRY GO ROUND SHOWER
WHEELS
- 1- COMIC WHISTLING WHEEL
- 1- THREE CHANGE FIVE WHEEL SET.
- 6- LAND MINE SETS OF FINALE (14 SHOTS)
- 2- GOLD FLITTER FAN SETS W/ CANDLE
THREE CHANGE WHEEL

TOTAL GROUND PIECES

20

ATTACHMENT A

WED 10:39 AM

FAX NO.

P. 18

MID-SHOW FINALE

- 350 FLYING FISH WHISTLES COMET
AND REPORT SHELLS**
- 70 2 1/2" ALTERNATING ASSORTED
COLOR AND REPORTS**
- 30 3" ASSORTED COLOR STAR SHELLS**
- 15 3" ASSORTED FANCY COLOR AND
REPORTS**
- 30 3" TITANIUM REPORTS**
- 10 4" FANCY COLOR CHANGING**
- 4 5" COLOR CHANGING
CHRYSANTHEMUM**
- 1 8" COLOR CHANGING PEONY**

TOTAL MID-SHOW FINALE 510

DEC-08-2004 WED 10:39 AM

FAX NO.

P. 19



Grand Finale

60	3"	<i>Assorted Color Star Shells</i>
60	3"	<i>Assorted Fancy Colors & Reports</i>
60	3"	<i>Color and Lightning Flashes</i>
60	3"	<i>Assorted Color Strobming Stars</i>
90	3"	<i>Fancy Gold Spider Web</i>
150	3"	<i>Titanium Reports</i>

Escalating Shells

12	4"	<i>Fancy Peony</i>
13	4"	<i>Assorted Elegant Chrysanthemum</i>
12	5"	<i>Assorted Fancy Chrysanthemum</i>
8	6"	<i>Color Changing Chrysanthemum</i>
3	8"	<i>Assorted Color Changing Chrysanthemum</i>
1	10"	<i>Color Changing Chrysanthemum</i>
1	12"	<i>Three-Time Color-Changing Chrysanthemum</i>

ATTACHMENT A

DEC-08-2004 WED 10:40 AM

FAX NO.

P. 20



Arrayal

Opening:

<u>300</u> 2"	<u>5</u> 6"
<u>75</u> 3"	<u>3</u> 8"
<u>21</u> 4"	<u>1</u> 10"
<u>7</u> 5"	<u>1</u> 12"

15 mm. Exhibition Candle:	<u>144- 1152 SHOTS</u>
30 mm. Exhibition Candle:	<u>24- 192 SHOTS</u>
45 mm. Exhibition Candle:	<u>6-42 SHOTS</u>

Body:

<u>265</u> 3"	
<u>115</u> 4"	<u>15</u> 8"
<u>93</u> 5"	<u>3</u> 10"
<u>77</u> 6"	<u>3</u> 12"

Total Opening and Body:

<u>340</u> 3"	
<u>136</u> 4"	<u>18</u> 8"
<u>100</u> 5"	<u>4</u> 10"
<u>82</u> 6"	<u>4</u> 12"

Grand Finale:

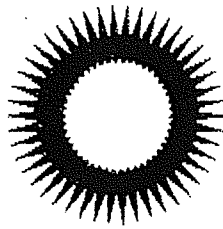
	<u>8</u> 6"
<u>480</u> 3"	<u>3</u> 8"
<u>25</u> 4"	<u>1</u> 10"
<u>12</u> 5"	<u>1</u> 12"

Ground Displays:

21

ATTACHMENT A

October 12, 2004



**THE FINEST
SINCE 1890**

GARDEN STATE FIREWORKS

**THE SANTORE BROS.
WORLD CHAMPIONS**

Attn: Mr. James Gray
Special Events Director
Willingboro Twp. Municipal Complex
One Salem Road
Willingboro, N.J. 08046

Dear Mr. Gray:

Enclosed is our proposal and the necessary contract for your July 4, 2005, 2006, 2007 fireworks displays.

Our display format, offers a "turn-key" method and is comprised of the following assurances:

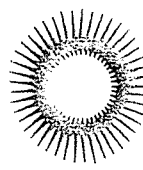
- Fireworks as selected per the enclosed program, including:
- assistance in aesthetic design for special events.
- production schedule outline.
- pre-display site visit in compliance with NFPA recommendations.
- assistance in acquisition of all necessary permits.
- all labor necessary to transport, install, discharge and remove your display.
- safety equipment and personnel in conformation with the requirements of agencies having jurisdiction including New Jersey "H" licensed pyrotechnicians as currently required by law and site representative for meetings and coordination of the display.
- all trucking and transportation of equipment and material; including transportation permits.
- all technicians have met DOT regulations and carry current health cards and CDL licensing.
- all pyrotechnic devices have mandatory EX numbering as required by the Bureau of Explosives and the DOT for transportation on any roadway and/or waterway.
- proof of State and Federal licenses.
- insurance coverage in the amount of \$5,000,000 with sponsor as additional insured; vehicle insurance in the amount of \$5,000,000, as required by the DOT.
- coverage of all GARDEN STATE employees under Interstate Workers Compensation and Employers Liability Insurance



Main Office/Plant: P.O. Box 403, Carlton Rd., Millington, NJ 07946 1-908-647-1086 1-800-999-0912 Fax: 1-908-647-6258

Regional Office: 6873 Joejeff Street, North Port, FL 34286 1-941-426-0869 Fax: 1-941-426-4669

Visit our website at: www.gardenstatefireworks.com



THE FINEST
SINCE 1890

GARDEN STATE FIREWORKS

THE SANTORE BROS.
WORLD CHAMPIONS

GARDEN STATE FIREWORKS is proud to manufacture the most spectacular fireworks available. We are located approximately 40 miles from **Willingboro Twp.** and takes great pride in supplying our local customers. Be confident that you can count on the above mentioned assurances and you can also count on a large variety of the highest quality American made multiple break shells to be included in each program. In addition, your display site will have a staff of expertly trained and experienced pyrotechnicians.

We at **GARDEN STATE FIREWORKS** look forward to the opportunity of working together with you.

Thank you for your time and attention.

Yours sincerely,

August N. Santore
CEO

GARDEN STATE FIREWORKS INC.

Visit us at www.gardenstatefireworks.com

SUPPORT NEW JERSEY BUSINESSES

GARDEN STATE FIREWORKS
A FAMILY HISTORY

In 1861 Victor Emmanuel II was king of Italy, a regent successful in both war and peace. His Master Fireworker was a man named Copabianco. Whenever Copabianco fired a display, a young man would search the grounds afterwards, looking for unconsumed bits of fireworks which he would take home to examine and sometimes reassemble. Eventually, he was able to present the Master Fireworker with a small display using fireworks he had reconstructed himself from the leftovers. Copabianco was impressed and took young Augustine as an apprentice.

Augustine Santore opened his first fireworks plant in New Jersey in 1890 soon after arriving in the United States. His three sons, Nunzio, Charles, and Ralph continued the business until 1973 when Nunzio passed away and his two sons, August and Nunzio Jr., took over.

As *GARDEN STATE'S* reputation and the demand for their product has increased, the Santore brothers, unusual in this regard, have continued to share the actual hands-on supervision of fireworks construction. In time it is assumed that the brothers' children will continue in their footsteps, and that *GARDEN STATE* will remain a family-owned-and-operated firm dedicated to the same philosophy in manufacture and display: Fireworks expertise, the absolute determination to manufacture the highest quality pyrotechnics, and service to our clients.

Having first become known world-wide for our Italian-style, multi-break "exhibition" shells, we are now major producers of plastic ball shells, quickmatch fuse, exhibition candles, and set piece materials, and we are also major suppliers to many other display firms, including the Disney organization, today the world's largest consumer of fireworks.

In the early 80's the Santore Brothers added a new dimension to the fireworks world: a pyrotechnics display perfectly choreographed to a musical score was developed, and soon became the cornerstone of the *GARDEN STATE FIREWORKS* world-class displays.

In 1982, *GARDEN STATE* won the **World Fireworks Championship** at the international competition in Monte Carlo, Monaco. The following year, 1983, the firm was asked to return to compete against the winners from the five previous years, once again *GARDEN STATE* was victorious, returning with the **International Grand World Fireworks "Interlauriat" Championship**, the fireworks world's highest honor. In a letter from Jaques Quirey, the Director of the Monte Carlo competition wrote, "Your Victory in 1983 was too great for you to come back before a number of years because the other competitors would be afraid of not being able to compete with you."

In May of 1986, *GARDEN STATE* won the **Silver Jupiter** representing the U.S.A. at the **International Fireworks Festival** at La Ronde in Montreal, Canada.

On August 17, 1991 in San Sebastian, Spain, *GARDEN STATE* competed against seven other firms from Europe and Australia at the **28th Annual San Sebastian International Fireworks Competition** and was voted First Place by nine out of the ten judges! Rafael Aguirre, Director of the competition, wrote, "The general opinion of over 200,000 spectators, is that it was the best display ever witnessed in the 28 years of the Spanish competition."

In response to a request for an encore performance during the **31st Annual San Sebastian 1994 Fireworks Competition**, *Garden State* took the people of San Sebastian into their hearts and delivered the performance of a lifetime. Mr. Santore was called to the judge's chambers immediately following the show, to receive the First Place verdict, and a standing ovation from the entire jury, The Lord Mayor and his Consulate. The following day, the Department of Tourism received mountains of ballots for the Peoples Popular Choice Award, with the overwhelming response being "Garden State...USA...#1!"

Major Displays

GARDEN STATE produces over 90% of the displays presented in our home state of New Jersey, and has produced Fourth of July spectaculars for literally hundreds of major cities across the nation, including our Nations Capitol, July 4th displays in Washington, D.C.

1997-1998 **Princeton University Celebrations 250th Anniversary** (six musically choreographed displays)

For New York City's **1986 Statue of Liberty Centennial celebration**, *GARDEN STATE* was honored to provide the welcoming display for the first of the "tall ships" at South Street Seaport, and then went on to produce the fireworks for the "**Boston Pops/Barry Manilow Concert**" in Liberty State Park and the highly acclaimed "**Classical Salute to Liberty**" with the New York Philharmonic in Central Park.

GARDEN STATE has executed the very prestigious **Fireworks at Hagley** program, a series of world-class pyromusicals presented annually at the **Hagley Museum and Library**, home of the first Du Pont black powder factory in Wilmington, Delaware.

During the winter months, New England's ski resorts are frequent beneficiaries of *GARDEN STATE'S* aerial excitement. We have presented regularly scheduled displays at **Killington**, in Vermont.

On February 28, 1988, *GARDEN STATE* had the honor of presenting the fireworks for the Closing Ceremonies at the **XV Olympic Winter Games** in Calgary, Alberta, Canada. The display was seen world-wide via television, and caused on-site commentator Peter Jennings of A.B.C. to exclaim, "**When you want the best you go to The Santore Brothers!**"

GARDEN STATE performs many of the shows seen in New York City waters, including many of those at Manhattan's famous **South Street Seaport**, opening each Seaport season with their popular "*Holiday Series*". Other shows at the Seaport have included displays for "the **Bon Jovi wedding reception**", and every year since 1987, "**The Fireworks Ramayana**," a retelling of the Indian epic poem in fireworks for the Association of Indians in America's annual Deepavali Festival.

Other New York shows include **The N.Y. International Festival of the Arts**, **New Years Eve in Central and Prospect Parks**, the opening of the **World Financial Center**, the **Ronald McDonald House Gala** and a special performance at "**Woodstock '94**".

And no list of our activities would be complete without mention of the display presented annually since the 1930's in mid-July for the **Our Lady of Mt. Carmel Society of Berkeley Heights, N.J.** This show, a pyrotechnic spectacular in the Italian tradition featuring the Santore's world-famous multiple break exhibition shells and rarely seen groundwork, has become an attraction for fireworks lovers from around the country and around the world.

Looking out around the world, *GARDEN STATE* has lit up the sky from the banks of Saint Petersburg, Russia for **The Goodwill Games**, to San Sebastian Spain for the **31st Annual Fireworks Competition**. Across the nation, *Garden State* performs annually at the **Cranberry Festival** in Harwichport, Massachusetts; to **The NFL Playoff Games**, and the **Fourth of July Celebration**, in Las Vegas, Nevada.

In July 1995 Garden State had the honor of presenting the fireworks for **The Special Olympic World Games**, in New Haven, Connecticut.

INTERNATIONAL TITLES

- ◆ **1982 World Champion**
International Festival of Fireworks - Monte Carlo, France

- ◆ **1983 Grand World Champion**
18th. International Festival of Fireworks - Monte Carlo, France
Finale Competition 1978-1982

- ◆ **1986 Silver Jupiter**
International Fireworks Festival at La Ronde - Montreal, Canada

- ◆ **1991 First Place**
28th. Annual International Fireworks Competition - San Sebastian,
Spain

- ◆ **1991 People's Choice Award**
28th Annual International Fireworks Competition - San Sebastian,
Spain

- ◆ **1994 First Place**
31st Annual International Fireworks Competition - San Sebastian,
Spain

- ◆ **1994 People's Choice Award**
31st Annual International Fireworks Competition - San Sebastian,
Spain

- ◆ **1994 Special Distinction Award**
31st. Annual International Fireworks Competition - San Sebastian,
Spain

ACCOMPLISHMENTS

Washington, DC July Fourth Celebration
Princeton University 250th Anniversary
Macy's New York July Fourth on the Hudson
Statue of Liberty Bicentennial Celebration
Hagley Museum and Library; Delaware
WNEW New York; Rocktoberfest on the Hudson
XV Olympic Winter Games
John F. Kennedy Library; Boston
Special Olympics
World Financial Center, New York, Grand Opening
Heritage of Pride, Battery Park, on the Hudson River, New York
State of Vermont Bicentennial celebration
John F. Kennedy Center for the Performing Arts
Ronald McDonald House of Long Island
South Street Seaport, New York Harbor
Deepavali Festival of Lights, New York
Bon Jovi
Rolling Stones
Genesis
New Jersey State Fair
New York International Festival of the Arts
Point Pleasant Beach & Boardwalk, New Jersey Shore
Port Authority of New York & New Jersey
New York Power Authority
Harwich Cranberry Festival, Cape Cod, Massachusetts
Nassau, Bahamas Quincentennial Columbus Day
New Year's Eve, Central Park, New York
New Year's Eve at the National Aquarium, Baltimore, Maryland.
First Night, Chatham, Massachusetts.
First Night, Montclair, New Jersey
New Jersey State Aquarium
Killington Ski Resort, Vermont
Jay Peak Ski Resort, Vermont
Ski Windham; New York
Walt Disney World Productions, Florida
Sea World of Florida

INTERNATIONAL TITLES

1982 World Champion; Monte Carlo, France
1983 Grand World Champion, Monte Carlo, France
1986 Silver Jupiter, Montreal, Canada
1991 First Place: 28th Annual International Fireworks Competition San Sebastian, Spain
1991 First Place: People's Choice: San Sebastian, Spain
1994 First Place: 31st Annual International Fireworks Competition San Sebastian, Spain
1994 First Place: People's Choice: San Sebastian, Spain
1994 First Place: Special Distinction Award: San Sebastian, Spain
for over 111 years, GARDEN STATE FIREWORKS, INC. has performed thousands of displays, all over the world, for every event imaginable. GARDEN STATE FIREWORKS, INC. Remains the oldest and largest American manufacturer of display fireworks.

RESOLUTION NO. 2004 – 159

**A RESOLUTION AUTHORIZING THE TOWNSHIP
OF WILLINGBORO TO ENTER INTO A COOPERATIVE
PRICING AGREEMENT**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration;

WHEREAS, the Burlington County Board of Chosen Freeholders, hereinafter referred to as the “Lead Agency” has offered voluntary participation in the Burlington County Cooperative Pricing System #4BuCCP for the purchase of goods and services; and

WHEREAS, on December 7, 2004, the governing body of the Township of Willingboro, County of Burlington, State of New Jersey, duly considered participation in said Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE, BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Willingboro.

AUTHORITY

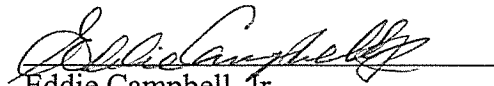
Pursuant to the provisions of N.J.S.A. 40a:11-11(5), the Mayor is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

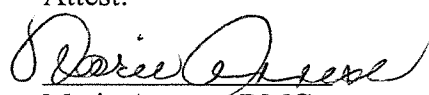
CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.


Eddie Campbell, Jr.
Mayor

Attest:

Marie Annese, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX ONE SALEM ROAD

WILLINGBORO, NEW JERSEY 08046

(609) 877-2200 FAX (609) 835-0782

December 15, 2004

Ms. Sharon M. Giannini
Purchasing Agent
Division of Purchase
49 Rancocas Road
P. O. Box 6000
Mt. Holly, New Jersey 08060-6000

**Re: Burlington County
Cooperative Pricing System
January 1, 2005 through
December 31, 2009**

Dear Ms. Giannini:

With regard to the above subject matter, attached please find two certified copies of Resolution No. 2004 – 159 adopted by Willingboro Township Council on December 7th along with two signed and sealed copies of the Agreement. We anticipate receipt of a fully executed copy of the agreement upon completion.

Thank you.

Sincerely,

Marie Annese, RMC
Township Clerk

/ma
Att.

Board of Chosen Freeholders of the County of Burlington



Office of the
Division of Purchase
49 Rancocas Road
Mt. Holly, New Jersey 08060-6000

Division of Purchase
Post Office Box 6000
Mount Holly NJ 08060-6000

Telephone (609) 265-5012
FAX (609) 265-5438

December 1, 2004

Ms. Denise M. Rose
Willingboro Township
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Re: Burlington County Cooperative Pricing System #4 BuCCP for the period Jan. 1, 2005 – Dec. 31, 2009

Dear Ms. Rose,

Participation in the Burlington County Cooperative (#4 BUCCP) requires all municipalities, school boards, MUA's and fire districts to adopt a resolution or ordinance every five years (N.J.S.A. 40A: 11-11(5)). In order to continue in the program the county is requesting each entity have a resolution/ordinance passed and complete the attached agreement for the period January 1, 2005 – December 31, 2009.


Having all members enrolled for the same time frame will enable to the County to maintain better records and eliminate discrepancies between the County and State.

Attached for your use is a sample resolution and agreement. Your resolution/ordinance and agreement must be prepared in duplicate and forwarded to my office by December 30, 2004. **Two complete sets are required.** Your request for membership will be forwarded to the Division of Local Government Services for final approval. Notice of acceptance will be forwarded to you from the Division of Purchase along with a fully executed copy of the resolution/ordinance and agreement for your records.

I have also attached a list of commodities and products for which the Program has historically bid. We will forward a detailed questionnaire for each area at a later date. You may also offer commodity areas that you would be interested in participating.

Thank you for your anticipated cooperation.

If you have any questions please don't hesitate to call me at the number listed above.

Sincerely,

Sharon M. Giannini
Purchasing Agent
Lead Agency
Burlington County Cooperative
Purchasing Program

Enclosures: model resolution
program agreement
commodity list

**BURLINGTON COUNTY
COOPERATIVE PRICING SYSTEM #4 BuCCP**

AGREEMENT FOR THE COOPERATIVE PRICING SYSTEM

This agreement made and entered into this ____ day of _____, 20__, by and between the COUNTY OF BURLINGTON [hereafter referred to as the Lead Agency] and _____, a contracting unit located in the County of Burlington, State of New Jersey, [hereinafter referred to as Participating Contracting Unit] to participate in a Cooperative Pricing System.

W I T N E S S E T H

WHEREAS, *N.J.S.A.* 40A:11-11(5) specifically authorizes two or more contracting units to enter into a Cooperative Pricing Agreement for the provisions and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Burlington is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing Agreement is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution, or in the case of a board of education by motion made and recorded in the written minutes of a business meeting, in accordance with the aforesaid statute;

WHEREAS, it is the desire of all parties to enter in such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include fuel oil, gasoline, kerosene, diesel fuel, corrugated metal pipe, milk, bread, mixed concrete, bituminous concrete hot mixture, highway maintenance cold patch, office supplies quarry materials, energy services and such other items as two or more Participating Contracting Units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the Participating Contracting Units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until it is terminated as hereinafter provided.
3. The Lead Agency, on behalf of all Participating Contracting Units, shall upon approval of the registration System and annually thereafter in January of each succeeding year publish a legal advertisement in such format as required by *N.J.A.C.* 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:

- A. The name of Lead Agency soliciting competitive bids or informal quotations.
 - B. The address and telephone number of Lead Agency.
 - C. The names of the Participating Contracting Units.
 - D. The State Identification Code assigned to the Cooperative Pricing System.
 - E. The expiration date of the Cooperative Pricing System.
4. Each of the Participating Contracting Units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired [if not an open-ended contract], the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
 5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
 6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the Participating Contracting Units desiring to purchase any item.
 7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all Participating Contracting Units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all Participating Contracting Units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - A. The quantities ordered for the Lead Agency's own needs, and
 - B. The estimated aggregate quantities to be ordered by other Participating Contracting Units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
 8. The Lead Agency shall enter into a formal written contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available for its own needs.

9. Each Participating Contracting Unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successfully vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s), and be responsible for any tax liability.
10. No Participating Contracting Unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other Participating Contracting Unit. Each Participating Contracting Unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9 and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the Participating Contracting Units.
12. No Participating Contracting Unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service, if, in its opinion, the pooling of purchasing requirements or needs of the Participating Contracting Units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. This Agreement shall become effective on the date of the execution of this Agreement by the Participating Contracting Unit subject to the approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier #4 BuCCP assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for the purposes of identifying each contract and item awarded.
17. This Agreement shall be binding upon and enure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY, COUNTY OF BURLINGTON

Attest: _____
Cindy Haley
Deputy Clerk

Frederick F. Galdo
County Administrator

Date: _____

(Seal)

FOR THE PARTICIPATING CONTRACTING UNIT

Attest *[Signature]*
(NAME AND TITLE)
Prof. Clerk

Township of Willingboro
(NAME OF PARTICIPATING
CONTRACTING UNIT)

[Signature]
(NAME AND TITLE)
Eddie Campbell, Jr. Mayor

Date: *Jan. 7, 2004*

(Seal)

Board of Chosen Freeholders of the County of Burlington



Office of the
Division of Purchase
49 Rancocas Road
Mt. Holly, New Jersey 08060-6000

Division of Purchase
Post Office Box 6000
Mount Holly NJ 08060-6000

Telephone (609) 265-5012
FAX (609) 265-5438

BURLINGTON COUNTY COOPERATIVE PRICING SYSTEM #4-BuCCP

<u>Contract Title</u>	<u>Contract Period</u>
Office Supplies	05/01/04 – 04/30/06
Paint, Traffic, Thermoplastic, Glass Beads and Aerosol Marking Paint	06/01/04 – 05/31/06
Pipe, Polymer Coated	07/01/04 – 06/30/06
Traffic Control Signs, Posts and Accessories	12/01/04 – 11/30/06
Diesel Fuel (#2) & Kerosene	07/01/04 – 06/30/06
Galvanized Steel Beam Guiderail	06/01/04 – 05/31/06
Dairy Products	08/01/04 – 07/31/06
Bakery Products	08/01/04 – 07/31/06
Dense Graded Aggregate, Broken stone or Recycled Concrete	07/01/04 – 06/30/06
Ductile Iron Pipes	07/01/04 – 06/30/06
Coarse Aggregate size # 2 and 57, Core Stone And Reclaimed Asphalt	10/01/04 – 09/30/06
Bituminous Concrete Hot Mixture and Bituminous Concrete Patch	09/01/04 – 08/31/06
Mixed Concrete	01/01/03 – 12/31/05
Fuel Oil No. 2	08/01/04 – 07/31/06
Sand & Fill Material, Premix	09/01/03 – 08/31/05
Inlets and Manholes - frames and grates	09/01/03 – 08/31/05
Gasoline	07/01/04 – 06/30/06
Maintenance and Repair of Communications Equipment	02/01/04 – 01/31/05
Natural Gas	12/01/03 – 11/30/05
Pavement Patch Mix	Use State Contract
Rock Salt - Sodium Chloride	12/01/03 – 11/03/05
High Performance Cold Patch Mix	4/01/04 – 3/31/06

Updated 10/20/04

RESOLUTION NO. 2004 – 159

**A RESOLUTION AUTHORIZING THE TOWNSHIP
OF WILLINGBORO TO ENTER INTO A COOPERATIVE
PRICING AGREEMENT**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration;

WHEREAS, the Burlington County Board of Chosen Freeholders, hereinafter referred to as the "Lead Agency" has offered voluntary participation in the Burlington County Cooperative Pricing System #4BuCCP for the purchase of goods and services; and

WHEREAS, on December 7, 2004, the governing body of the Township of Willingboro, County of Burlington, State of New Jersey, duly considered participation in said Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE, BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Willingboro.

AUTHORITY

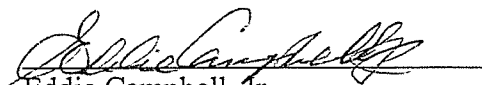
Pursuant to the provisions of N.J.S.A. 40a:11-11(5), the Mayor is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT


The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.) and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.


Eddie Campbell, Jr.
Mayor


Attest:


Marie Annese, RMC
Township Clerk

MADE A TRUE COPY OF RESOLUTION ADOPTED

WILLINGBORO TWP. COUNCIL ON


December 7, 2004


TOWNSHIP CLERK

**BURLINGTON COUNTY
COOPERATIVE PRICING SYSTEM #4 BuCCP**

AGREEMENT FOR THE COOPERATIVE PRICING SYSTEM

This agreement made and entered into this _____ day of _____, 20___, by and between the COUNTY OF BURLINGTON [hereafter referred to as the Lead Agency] and _____, a contracting unit located in the County of Burlington, State of New Jersey, [hereinafter referred to as Participating Contracting Unit] to participate in a Cooperative Pricing System.

W I T N E S S E T H

WHEREAS, *N.J.S.A.* 40A:11-11(5) specifically authorizes two or more contracting units to enter into a Cooperative Pricing Agreement for the provisions and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Burlington is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing Agreement is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution, or in the case of a board of education by motion made and recorded in the written minutes of a business meeting, in accordance with the aforesaid statute;

WHEREAS, it is the desire of all parties to enter in such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include fuel oil, gasoline, kerosene, diesel fuel, corrugated metal pipe, milk, bread, mixed concrete, bituminous concrete hot mixture, highway maintenance cold patch, office supplies quarry materials, energy services and such other items as two or more Participating Contracting Units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the Participating Contracting Units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until it is terminated as hereinafter provided.
3. The Lead Agency, on behalf of all Participating Contracting Units, shall upon approval of the registration System and annually thereafter in January of each succeeding year publish a legal advertisement in such format as required by *N.J.A.C.* 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:

- A. The name of Lead Agency soliciting competitive bids or informal quotations.
 - B. The address and telephone number of Lead Agency.
 - C. The names of the Participating Contracting Units.
 - D. The State Identification Code assigned to the Cooperative Pricing System.
 - E. The expiration date of the Cooperative Pricing System.
4. Each of the Participating Contracting Units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired [if not an open-ended contract], the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
 5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
 6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the Participating Contracting Units desiring to purchase any item.
 7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all Participating Contracting Units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all Participating Contracting Units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - A. The quantities ordered for the Lead Agency's own needs, and
 - B. The estimated aggregate quantities to be ordered by other Participating Contracting Units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
 8. The Lead Agency shall enter into a formal written contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available for its own needs.

9. Each Participating Contracting Unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successfully vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s), and be responsible for any tax liability.
10. No Participating Contracting Unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other Participating Contracting Unit. Each Participating Contracting Unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9 and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the Participating Contracting Units.
12. No Participating Contracting Unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service, if, in its opinion, the pooling of purchasing requirements or needs of the Participating Contracting Units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. This Agreement shall become effective on the date of the execution of this Agreement by the Participating Contracting Unit subject to the approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier #4 BuCCP assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for the purposes of identifying each contract and item awarded.
17. This Agreement shall be binding upon and enure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY, COUNTY OF BURLINGTON

Attest: Cindy C. Haley
Cindy Haley
Deputy Clerk

Augustus M. Mosca
~~Frederick F. Galdo~~ Augustus M. Mosca
County Administrator

Date: 5/16/05

(Seal)

FOR THE PARTICIPATING CONTRACTING UNIT

Attest: [Signature]
(NAME AND TITLE)
Twp. Clerk

Township of Willingboro
(NAME OF PARTICIPATING
CONTRACTING UNIT)

[Signature]
(NAME AND TITLE)
Eddie Campbell, Jr. Mayor

Date: Apr. 7, 2004

(Seal)

Board of Chosen Freeholders of the County of Burlington



Office of the
Division of Purchase
49 Rancocas Road
Mt. Holly, New Jersey 08060-6000

Division of Purchase
Post Office Box 6000
Mount Holly NJ 08060-6000

Telephone (609) 265-5012
FAX (609) 265-5438

BURLINGTON COUNTY COOPERATIVE PRICING SYSTEM #4-BuCCP

<u>Contract Title</u>	<u>Contract Period</u>
Office Supplies	05/01/04 – 04/30/06
Paint, Traffic, Thermoplastic, Glass Beads and Aerosol Marking Paint	06/01/04 – 05/31/06
Pipe, Polymer Coated	07/01/04 – 06/30/06
Traffic Control Signs, Posts and Accessories	12/01/04 – 11/30/06
Diesel Fuel (#2) & Kerosene	07/01/04 – 06/30/06
Galvanized Steel Beam Guiderail	06/01/04 – 05/31/06
Dairy Products	08/01/04 – 07/31/06
Bakery Products	08/01/04 – 07/31/06
Dense Graded Aggregate, Broken stone or Recycled Concrete	07/01/04 – 06/30/06
Ductile Iron Pipes	07/01/04 – 06/30/06
Coarse Aggregate size # 2 and 57, Core Stone And Reclaimed Asphalt	10/01/04 – 09/30/06
Bituminous Concrete Hot Mixture and Bituminous Concrete Patch	09/01/04 – 08/31/06
Mixed Concrete	01/01/03 – 12/31/05
Fuel Oil No. 2	08/01/04 – 07/31/06
Sand & Fill Material, Premix	09/01/03 – 08/31/05
Inlets and Manholes - frames and grates	09/01/03 – 08/31/05
Gasoline	07/01/04 – 06/30/06
Maintenance and Repair of Communications Equipment	02/01/04 – 01/31/05
Natural Gas	12/01/03 – 11/30/05
Pavement Patch Mix	Use State Contract
Rock Salt - Sodium Chloride	12/01/03 – 11/03/05
High Performance Cold Patch Mix	4/01/04 – 3/31/06

Updated 10/20/04

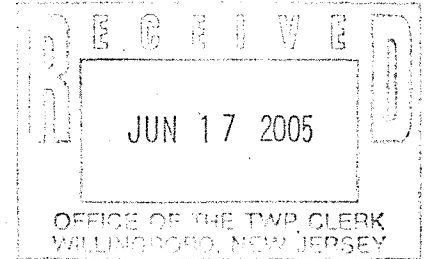
Board of Chosen Freeholders of the County of Burlington



Office of the
Division of Purchase
49 Rancocas Road
Mt. Holly, New Jersey 08060-6000

Division of Purchase
Post Office Box 6000
Mount Holly NJ 08060-6000

Telephone (609) 265-5012
FAX (609) 265-5438



June 15, 2005

Dear Co-op Member:

Enclosed is your signed copy of the Burlington County Cooperative Purchasing Program Agreement. Your membership in the program will be from January 1, 2005 through December 31, 2009.

NOTE: Participating Agencies are fully responsible for all purchasing transactions with vendors when using Burlington County Cooperative Purchasing Program contracts. This responsibility includes Purchase Orders, delivery compliance and payments to the vendors.

If you have any questions feel free to call on me at any time.

Sincerely,

Sharon M. Brauckmann

Sharon M. Brauckmann R.P.P.S.
Purchasing Agent
Burlington County Cooperative
Purchasing Program #4-BuCCP

RESOLUTION NO. 2004 - 160
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

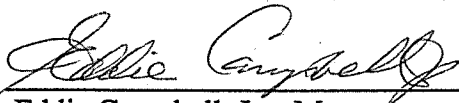
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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

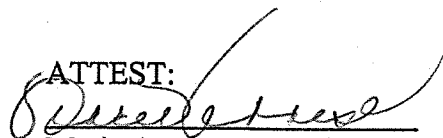
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 12/7, 2004, that an Executive Session closed to the public shall be held on 12/7, 2004, at 8:10 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Eddie Campbell, Jr., Mayor

ATTEST:

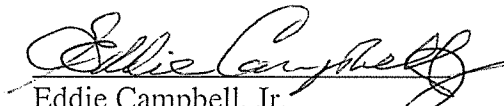

Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2004 - 161


A RESOLUTION FOR APPLICATION FOR COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOR 2005

WHEREAS, Willingboro Township Council desires to have an application submitted for Community Development Block Grant funds for 2005, to provide services to our senior citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of December, 2004, that the Township Manager is hereby authorized and directed to process said application on behalf of the Township and to execute all necessary documentation in connection with said application.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

✓

RESOLUTION # 2004 - 162

WHEREAS, there are certain budget appropriation of the Township of Willingboro which are insufficient to meet the requirements for operating the affairs of the Township; and

WHEREAS, there are other 2004 budget appropriations where there are unexpended balances which will not be needed for such purposes; and

WHEREAS, the Revised Statutes 40A:4-58 provide for such transfers from such accounts that have unexpended balances to those which have insufficient balances;

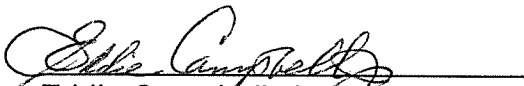
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of December, 2004 that the following transfers be made as attached hereto.

BE IT FURTHER RESOLVED, that certified copies of this resolution be provided to the Finance Director and the Auditor for their information and attention.

ATTEST:



Marie Annese, Twp. Clerk


Eddie Campbell, Jr. Mayor

Budget Transfers 2004

Inside CAP

Transfer To:

TOWN COUNCIL SALARY & WAGES:	4-01-20-110-110-010	5,775.00	
TWP ATTORNEY	4-01-20-155-000-010	12,574.00	
Insurance Buyback	4-01-23-210-000-001	3,790.00	
PROSECUTOR	4-01-25-275-000-010	3,500.00	
BUILDING & GRD	4-01-26-310-000-010	41,000.00	
ANIMAL CONTROL	4-01-27-340-000-010	9,000.00	
OFF. ON AGING SW	4-01-27-350-000-010	9,111.00	
AUDIT SERVICES OTHER EXPENSES	4-01-20-135-000-020	20,000.00	
Unemployment Insurance	4-01-23-225-000-175	10,050.00	
STAFF SERVICES OTHER EXPENSES	4-01-25-240-247-020	56,000.00	
Garbage & Trash - Contractual	4-01-26-305-001-001	10,000.00	
ELECTRICITY OTHER EXPENSES:	4-01-31-430-000-020	20,000.00	
STREET LIGHT OTHER EXPENSES:	4-01-31-435-000-020	79,000.00	
WATER OTHER EXPENSES:	4-01-31-445-000-020	600.00	
TELECOMMUNICAT OTHER EXPENSE	4-01-31-450-000-020	35,000.00	
GASOLINE OTHER EXPENSES:	4-01-31-460-000-020	9,000.00	
LANDFILL/WASTE OTHER EXPENSES	4-01-32-465-000-020	120,000.00	444,400.00

Transfer From

Clerk SW	4-01-20-120-000-010	-4,902.00	
TOWNSHIP COUNCIL OE	4-01-20-110-110-020	-733.00	
Police Salary and Wage	4-01-25-240-245-010	-120,000.00	
FIRE DEPT	4-01-25-265-000-010	-50,000.00	
TWP ATTORNEY OTHER EXPENSES:	4-01-20-155-000-020	-52,074.00	
STREETS & ROAD OTHER EXPENSES	4-01-26-290-291-020	-50,000.00	
RECR SERV&PROG OTHER EXPENSE	4-01-28-370-000-020	-20,970.00	
Accumulated Leave Compensation	4-01-30-415-000-001	-110,610.00	
TELEPHONE OTHER EXPENSES:	4-01-31-440-000-020	-20,000.00	
NATURAL GAS OTHER EXPENSES:	4-01-31-446-000-020	-15,000.00	
OFFICE OF AGING oe	4-01-27-350-000-020	-111.00	-444,400.00

Outside CAP

Transfer To:

MUN.COURT SALARY & WAGES:	4-01-43-490-000-010	9,650.00	9,650.00
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Transfer From:

MUN.COURT OTHER EXPENSES:	4-01-43-490-000-020	-5,095.00	
Group Health Insurance OE	4-01-23-220-000-171	-1,555.00	
PUBLIC DEFENDE OTHER EXPENSES	4-01-43-495-000-020	-3,000.00	-9,650.00

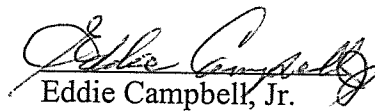
RESOLUTION NO. 2004 – 163

**AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT
BETWEEN WILLINGBORO TOWNSHIP AND THE BOARD OF
CHOSEN FREEHOLDERS FOR SNOW REMOVAL, SANDING
AND SALTING**

WHEREAS, the Township of Willingboro and the Board of Chosen Freeholders desire to enter into an Interlocal Services Agreement for the removal of snow, sanding and salting on County roads as per the attached Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of December, 2004, that the Mayor and Clerk are hereby authorized to sign the attached Interlocal Services Agreement (October 1, 2004 through September 30, 2006).

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Burlington County Board of Chosen Freeholders, the Finance Office and the Public Works Department for their information and attention.

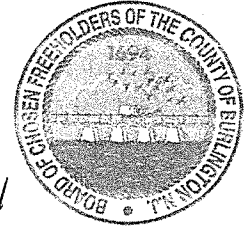

Eddie Campbell, Jr.
Mayor

Attest:



Marie Annese, RMC
Township Clerk

Board of Chosen Freeholders
County of Burlington
New Jersey



Office of the
COUNTY SOLICITOR
49 Rancocas Road, Room 225
P.O. Box 6000
Mount Holly, N.J. 08060-6000

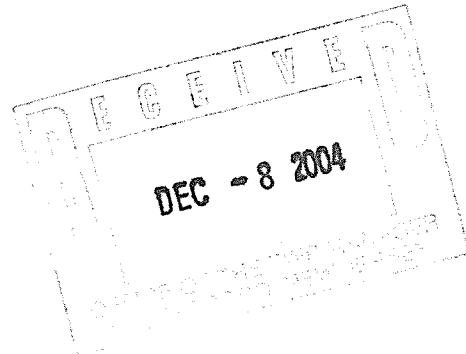
December 6, 2004

EVAN H. C. CROOK
County Solicitor
Tele: (609) 265-5289
Fax: (609) 265-5933

*Hold for
reprint
12/8/04*

Denise M. Rose, Township Manager
TOWNSHIP OF WILLINGBORO
Municipal Complex, One Salem Road
Willingboro, NJ 08046

Re: Burlington County
Highway Department
Snow Removal, Willingboro Township
Our File No. 19-91-2003



Dear Ms. Rose:

Per the letter to you dated December 3, 2004 from Frederick F. Galdo, Burlington County Administrator on this issue, the Burlington County Solicitor's Office has created a streamlined process to implement an Interlocal Service Agreement for snow removal purposes with each municipality. The Freeholders, by Resolution No. 807 dated October 22, 2003, did adopt a process to be utilized for Interlocal Service Agreements. Attached you will find a copy of a draft of an Interlocal Service Agreement dealing with your Township with specifics for your township attached as "Schedule 'A'". Presuming this is acceptable, please provide me with five executed copies together with your Ordinance/Resolution authorizing same. Please let me know if there is any concern regarding this as soon as possible.

Thank you for your cooperation.

Very truly yours,
EVAN H.C. CROOK
BURLINGTON COUNTY SOLICITOR

By:

Carl V. Buck III
Senior Assistant Solicitor
Cbuck@co.burlington.nj.us

Enclosure
CVB

cc: Frederick F. Galdo, County Administrator
Evan H.C. Crook, County Solicitor
Paul Wnek, Supervisor of Roads
William Kochersperger, Road Opening Permits
Edward Staats, Jr., Assistant Superintendent of Bridges
Sharon Giannini, Purchasing Agent

CONTRACTS WITH TOWNSHIPS FOR SNOW REMOVAL
CALCULATIONS ARE SET AT 500 LBS. PER LANE MILE X 5 TIMES

WILLINGBORO TOWNSHIP

<u>YEAR</u>	<u>COUNTY MILAGE</u>	<u>TERMS OF CONTRACT</u>	<u>TONS OF SALT REQUIRED</u>
2004	21.3	\$200 per mile for plowing and salting and \$65 per mile for salting only	53.25



TOWNSHIP OF WILLINGBORO

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

December 16, 2004

Mr. Carl V. Buck, III
Senior Assistant County Solicitor
49 Rancocas Road – Room 225
P. O. Box 6000
Mt. Holly, New Jersey 08060-6000

**Re: Burlington County
Highway Department
Snow Removal
Willingboro Township**

Dear Mr. Buck:

As requested, attached you will find a certified copy of Resolution No. 2004 – 163 adopted by Willingboro Township Council at their meeting of December 14, 2004 authorizing an Interlocal Service Agreement regarding the above. Also attached are five copies of said agreement which have been executed by the Township.

Please provide us with a fully executed copy when available.

Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marie Annese".

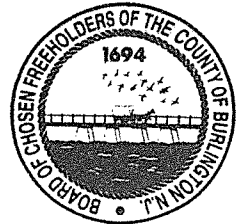
Marie Annese, RMC
Township Clerk

/ma

Att.

cc: Ms. Rose, Township Manager

Board of Chosen Freeholders
County of Burlington
New Jersey



Office of the
COUNTY SOLICITOR
49 Rancocas Road, Room 225
P.O. Box 6000
Mount Holly, N.J. 08060-6000

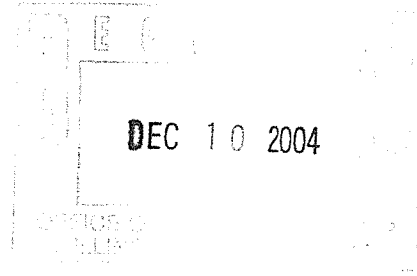
December 8, 2004

EVAN H. C. CROOK
County Solicitor
Tele: (609) 265-5289
Fax: (609) 265-5933

Township of Willingboro
Municipal Complex, One Salem Road
Willingboro, NJ 08048

Attn: Denise M. Rose, Township Manager

**Re: Burlington County
Highway Department
Snow Removal, Willingboro Township
Our File No. 19-91-03**



Dear Ms. Rose:

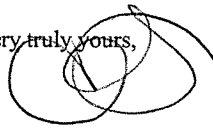
I apologize for this inconvenience, enclosed is the corrected Snow Removal Contract for your Township.

Please note that page 3 now reads ".....a period of three (3) years..." and on page 4 under Liability Insurance now reads the correct Township.

Should there be any questions regarding this, please contact Carl V. Buck III, Senior Assistant County Solicitor, at (609) 265-5555 or Edward Staats, Jr, Assistant Superintendent of Bridges at (609)726-7300.

I thank you for your attention and courtesy in this matter.

Very truly yours,



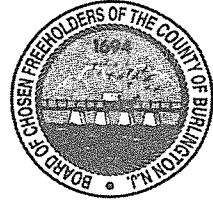
Carl V. Buck III
Senior Assistant County Solicitor
Cbuck@co.burlington.nj.us

cc: Frederick F. Galdo, County Administrator
Evan H.C. Crook, County Solicitor
Paul Wnek, Supervisor of Roads
William Kochersperger, Road Opening Permits
Edward Staats, Jr., Assistant Superintendent of Bridges
Sharon Giannini, Purchasing Agent

OK as is

*trying to get
all contracts to
expire same time.
Oct 1 2003
is the correct
date.*

Board of Chosen Freeholders
County of Burlington
New Jersey



EVAN H. C. CROOK
County Solicitor
Tele: (609) 265-5289
Fax: (609) 265-5933

Office of the
COUNTY SOLICITOR
49 Rancocas Road, Room 225
P.O. Box 6000
Mount Holly, N.J. 08060-6000

June 24, 2005

Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046
Attn: Denise M. Rose, Township Manager



Re: Burlington County Interlocal Services Agreements
Snow Removal Contracts/Willingboro Township
Our File No. 19-91-03

Dear Ms. Rose:

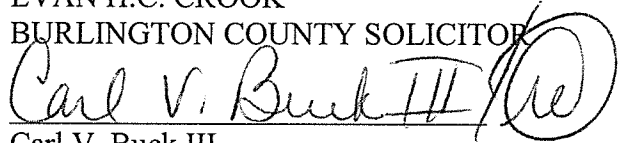
Enclosed please find a copy of the fully executed Interlocal Services Agreement for snow removal between the Burlington County and your Township for your records.

I thank you for your attention to this matter.

Very truly yours,

EVAN H.C. CROOK
BURLINGTON COUNTY SOLICITOR

By:


Carl V. Buck III
Senior Assistant County Solicitor
Cbuck@co.burlington.nj.us

CVB/rl

cc: Augustus M. Mosca, County Administrator
Evan H.C. Crook, County Solicitor
Paul Wnek, Supervisor of Roads
William Kochersperger, Road Opening Permits (w/enc.)
Sharon Giannini, Purchasing Agent (w/enc.)

Sup. Res. #807
10-22-03

Document Prepared by:

Carl V. Buck III
Burlington County
Solicitor's Office

INTERLOCAL SERVICES AGREEMENT
BETWEEN
BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS
AND
TOWNSHIP OF WILLINGBORO

THIS AGREEMENT made on this 14th day of December, 2004, by and between the BOARD OF CHOSEN FREEHOLDERS OF BURLINGTON COUNTY, with offices located at 49 Rancocas Road, Mount Holly, New Jersey 08060 (hereinafter known as the "County"), and the TOWNSHIP OF WILLINGBORO, a body politic and corporate of the State of New Jersey, with offices located at Municipal Complex, One Salem Road, Willingboro, NJ 08046 (hereinafter known as the "Township"):

WITNESSETH:

WHEREAS, the parties having authorized and approved this Agreement, the County by Resolution No. 807 on October 22, 2003 and the Township by Ordinance, duly adopted pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et seq.;

WHEREAS, the parties herein wish to reach an agreement between the County and the Township regarding snow and snow removal activities which information pertaining to the agreement is contained in the attached Schedule "A".

WHEREAS, N.J.S.A. 40:8A-1 et seq. authorizes a County and Municipality to enter into contracts for the joint provision of any service which any party to the agreement is empowered to

render within its own jurisdiction and the County has evidenced its approval to enter into this Agreement by authorizing Resolution No. 807 dated October 22, 2003 (a copy of which is attached hereto as Schedule "B") and the Township Resolution No. 2004-163 on 12/4/04 (a copy of which is attached hereto as Schedule "C").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows and as pertinent to this specific agreement:

1. ONLY IF APPLICABLE TO THIS TOWNSHIP, the County, through the Burlington County Highway Department, shall make available at the current cost salt to the Township during the term of this agreement for the purposes of snow removal and road maintenance during the winter season. The Township shall contact the County to schedule a pick up of salt during working hours, and shall also be permitted to pick up salt in an emergency, during the same hours that the County is salting the roads for which the County is responsible. It shall be their responsibility of the Township to provide the trucks and the manpower for picking up the salt at 9 Maple Ave, Hainesport or a different location to be determined by the County.

2. If applicable, in consideration of the County providing salt, the Township shall supply the necessary equipment, fuel, supplies and manpower for the removal of snow and salting on _____ streets and the associated intersection within the Township. The Township agrees to not lift its snowplows or turn off its salter when traveling on _____ streets within the Township of _____.

TERM. The term of this Agreement is for a period of three (3) years beginning October 1, 2003 to September 30, 2006.

CONSIDERATION. As good and valuable consideration for this Use Agreement, Township agrees to pay to County the sum of \$1.00 per year in addition to any other costs for services and or materials as contained in Schedule "A".

RENEWAL. County and Township have the option for continuing a one-year renewal to the agreement. Notification of request to continue such Agreement must be made by Township to County no sooner than six months nor later than three months before the end of the period. Notification must be made to the Office of the Burlington County Solicitor by regular and certified mail or hand-delivery. The parties agree that the County in its sole discretion shall have the ability to either continue with this Agreement or terminate the same. The right to one-year renewals of this agreement shall continue in perpetuity until rescinded by the County or modified by a subsequent agreement.

PAYMENT. Payment for use of the services under this Interlocal Services Agreement shall be made as billed with payment to be made within 45 days after submission of bills and appropriate back up information.

NO ASSIGNMENT. The Township may not do any of the following without the County's written consent:

- (a) assign this Agreement;

LIABILITY INSURANCE. The Township of Willingboro shall secure and maintain the following insurance coverage during the term of this Agreement.

- a. Not less than the statutory minimum Workers' Compensation and Employer's Liability insurance.
- b. Commercial General Liability including Products Completed Operations coverage for Personal Injury and Property Damage of not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) annual aggregate.
- c. Comprehensive Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit.

Prior to the effective date of this Agreement, and as a condition precedent to this Agreement taking effect, the Township of Willingboro shall provide a Certificate of Insurance as verification of the existence of said insurance policies. Approval of the coverage and the Certificate of Insurance by the Insurance & Risk Management Division is a precedent to the taking

effect of this Agreement. The certificate should be issued to:

Burlington County Board of Chosen Freeholders

49 Rancocas Road, PO Box 6000

Mt. Holly, NJ 08060-6000

Attention: Insurance & Risk Management

NOTICE. All notices given under this Agreement must be in writing. Each party must accept and claim the notices given by the other. Unless otherwise provided by law, they may be given by:

- (a) personal delivery; or
- (b) certified mail, return receipt requested.

NO WAIVER. The County's failure to enforce any agreement in this Agreement shall not prevent the County from enforcing the agreement for any violations occurring at a later time.

SURVIVAL. If any agreement in this Agreement is contrary to law, the rest of the Agreement shall remain in effect.

BINDING. This Agreement binds the County and the Township and all parties who lawfully succeed to their rights or take their places.

FULL AGREEMENT. The parties have read this Agreement. It contains their full agreement. It may not be changed except in writing signed by the County and the Township.

IN WITNESS WHEREOF, and intending to be legally bound, the Board of Chosen Freeholders of the County of Burlington has caused this Agreement to be executed by its duly authorized Director, attested by its County Administrator and its corporate seal to be hereto affixed the day and year first written above.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound, the parties to this agreement have caused this Agreement to be executed by their representative, attested to and the proper seal to be hereto affixed the day and year first written above.

(SEAL)

Attest:

BOARD OF CHOSEN FREEHOLDERS
OF BURLINGTON COUNTY

Augustus M. Mosca
~~Fredrick F. Galde~~
County Administrator

AUGUSTUS M. MOSCA

By:

Vincent R. Farias
Freeholder Director

JAMES K. WUJCIK

(SEAL)

Attest:

TOWNSHIP OF WILLINGBORO

Marie Annese
Marie Annese, Clerk

By:

Eddie Campbell, Jr.
Eddie Campbell, Jr., Mayor

STATE OF NEW JERSEY)
TOWNSHIP OF WILLINGBORO)
COUNTY OF BURLINGTON)

BE IT REMEMBERED, that on this 16th day of December 2004 before me the subscriber, personally appeared Marie Annese, by me duly sworn on him/her oath depose and make proof to my satisfaction, that he/she is the Clerk of the Township of WILLINGBORO in the County of Burlington, the Township named in the within instrument; that Eddie Campbell, Jr. is the Mayor of said Township; that the execution as well as the making of this instrument has been duly authorized by a proper resolution of the Council of said Township; that deponent well knows the official seal of said Township; and the official seal affixed to said instrument signed and delivered by said Mayor, as and for his/her voluntary act and deed of said Township, in presence of deponent, who thereupon subscribed his/her name thereto as witness.

Marie Annese
Clerk

Sworn and Subscribed to
before me this 16th day
of December, 2004,

Carmela A. Spych

CARMELA A. SPYCH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires September 5, 2007

STATE OF NEW JERSEY)

SS

COUNTY OF BURLINGTON)

2005 Augustus M. Mosca

I certify that on _____, ~~2004, Frederick F. Galdo~~
personally became before me and this person acknowledged under
oath, to my satisfaction that:

(a) This person is the County Administrator for the
Burlington County Board of Chosen Freeholders, the corporate body
named in this document;

(b) This person is the attesting witness to the signing of
this document by the proper official who is ~~Vincent R. Farias~~, the
Freeholder/Director of the Burlington County Board of Chosen
Freeholders;

JAMES K. WIJCIK

(c) This document was signed and delivered by the Burlington
County Board of Chosen Freeholders as its voluntary act duly
authorized by a proper resolution;

(d) This person knows the proper seal of the Burlington
County Board of Chosen Freeholders which was affixed to this
document; and

(e) This person signed this proof to attest to the truth of
these facts.

Augustus M. Mosca
~~Frederick F. Galdo~~ **AUGUSTUS M. MOSCA**
County Administrator

Sworn and Subscribed to

before me this 13 day

of June, 2004

Gina Wheatley

GINA M. WHEATLEY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/6/2007

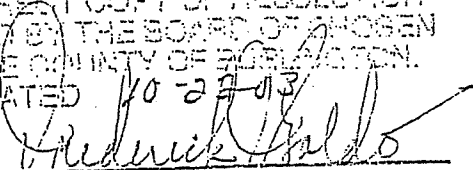
SCHEDULE "A"

CONTRACTS WITH TOWNSHIPS FOR SNOW REMOVAL
CALCULATIONS ARE SET AT 500 LBS. PER LANE MILE X 5 TIMES

WILLINGBORO TOWNSHIP

<u>YEAR</u>	<u>COUNTY MILAGE</u>	<u>TERMS OF CONTRACT</u>	<u>TONS OF SALT REQUIRED</u>
2004	21.3	\$200 per mile for plowing and salting and \$65 per mile for salting only	53.25

I HEREBY CERTIFY THAT THE FOREGOING IS A
TRUE, FULL AND CORRECT COPY OF RESOLUTION
NO. 807 ADOPTED BY THE BOARD OF CHOSEN
FREEHOLDERS OF THE COUNTY OF BURLINGTON,
NJ, AT ITS MEETING DATED 10-29-03


CLERK OF THE BOARD

RESOLUTION

WHEREAS, Burlington County has previously determined that it is in the best interest of the County to cooperate with the various municipalities within the County regarding provision of mutual services for snow removal, salting and sanding of County and Municipal roads; and

WHEREAS, the County and the various municipalities within the County wish to cooperate in furthering their mutual ability to provide such snow removal, salting, and sanding services beneficial to the County of Burlington, to each respective municipality, and ultimately to all residents within the County of Burlington; and

WHEREAS, a number of the municipalities in the County of Burlington wish to cooperate with the County of Burlington regarding the snow removal, salting and sanding of the County and Municipal roads; and

WHEREAS, the County wishes to memorialize provisions for the provision of services for snow removal, salting and sanding of County and Municipal roads with the respective participating government entities within Burlington County for the period October 1, 2003 to September 30, 2006; and

WHEREAS, N.J.S.A. 40:8A-1, et seq. authorizes the County to enter into agreements for joint provisions of any service for which any party to the agreement is authorized to enter within its own jurisdictional limit; and

WHEREAS, in order to memorialize respective agreements with, the County is required to enter into an Interlocal Services Agreement (hereinafter referred to as "Agreement") with each participating municipality which Agreement shall define the responsibilities and duties between the County and the respective municipal entities; now, therefore, be it

RESOLVED by the Burlington County Board of Chosen Freeholders that an Interlocal Services Agreement between the County and the various municipalities within the County of Burlington setting forth the terms and conditions of the agreements between the County and the various municipalities relating to snow removal, salting and sanding of the County and Municipal roads be hereby approved subject to approval as to final form by the Burlington County Solicitor; and, be it

ADOPTED _____, 2003

CLERK

RESOLUTION

FURTHER RESOLVED, that the Interlocal Services Agreements are authorized pursuant to the Interlocal Services Act, N.J.S. 40:8A-1, et seq.; and, be it

FURTHER RESOLVED, that the Burlington County Administrator is hereby authorized to sign, seal, execute and deliver the subject Agreement(s) between the County and the various municipalities in accordance with the Rules of the Board.

VINCENT R. FARIAS

ADOPTED OCTOBER 22, 2003

FREDERICK F. GALDO,

CLERK


RESOLUTION NO. 2004 – 163

**AUTHORIZING AN INTERLOCAL SERVICE AGREEMENT
BETWEEN WILLINGBORO TOWNSHIP AND THE BOARD OF
CHOSEN FREEHOLDERS FOR SNOW REMOVAL, SANDING
AND SALTING**

WHEREAS, the Township of Willingboro and the Board of Chosen Freeholders desire to enter into an Interlocal Services Agreement for the removal of snow, sanding and salting on County roads as per the attached Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of December, 2004, that the Mayor and Clerk are hereby authorized to sign the attached Interlocal Services Agreement (October 1, 2004 through September 30, 2006).

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Burlington County Board of Chosen Freeholders, the Finance Office and the Public Works Department for their information and attention.


Eddie Campbell, Jr.
Mayor

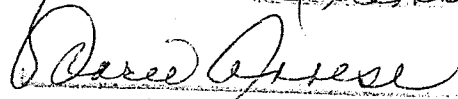
Attest:



Marie Annese, RMC
Township Clerk

MADE A TRUE COPY OF RESOLUTION APPROVED

BY WILLINGBORO TWP. COUNCIL ON December 14, 2004


TOWNSHIP CLERK

Resolution No. 2004 - 164

A Resolution Appointing a Deputy Township Clerk and Fixing the Compensation in Accordance with the Salary Ordinance of the Township of Willingboro

Whereas, a vacancy exists in the Office of Township Clerk as a result of the resignation of the former Deputy Township Clerk; and


Whereas, it is appropriate for the Township Council to appoint a Deputy Township Clerk.

Now, Therefore, Be It Resolved, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of December, 2004, that Sarah Wooding be and hereby is appointed as Deputy Township Clerk of the Township of Willingboro effective January 1, 2005 through December 31, 2005; and


Be It Further Resolved that Sarah Wooding as Deputy Township Clerk shall be compensated in accordance with the Willingboro Township Salary Ordinance at Grade Level 9C; and

Be It Further Resolved that, upon successful completion of the five (5) Clerk's Courses, the compensation will be at Grade 12.

Be It Further Resolved that copies of this Resolution shall be provided to Sarah Wooding, the Township Manager and the Chief Financial Officer for their information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2004 – 165


**A RESOLUTION AUTHORIZING REFUNDS FOR OVER-
PAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to overpayments; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of December, 2004, that refunds be made as per the attached schedule; and

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


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

EDELMAYER, JAMES J. JR & SLVKA 28 REEVE AVENUE HADDON TOWNSHIP, N.J. 08108 BLOCK 241 LOT 31 1 BURGESS LANE OVERPAYMENT TAXES	\$978.59
COUNTRYWIDE TAX SERVICES 1757 TAPO CANYON ROAD SIMI VALLEY, CA. 93063 BLOCK 725 LOT 5 9 GUNNER LANE OVERPAYMENT TAXES	1060.00
FARMER'S & MECHANICS PO BOX 1678, 3 SUNSET ROAD BURLINGTON, N.J. 08016 BLOCK 541 LOT 9 40 MIDDLETON LANE OVERPAYMENT TAXES	865.26
PICKETT, LONNIE JR. & NORMA GREEN 54 SHERWOOD LANE WILLINGBORO, N.J. 08046 BLOCK 107 LOT 17 54 SHERWOOD LANE OVERPAYMENT TAXES	722.30
COLLEGIATE TITLE CORP. 110 MARTER AVENUE SUITE 107 MOORESTOWN, N.J. 08057 BLOCK 320 LOT 10 213 PAGEANT LANE OVERPAYMENT TAXES	856.54
MICHAEL B. THOMPSON 16 GOODWIN LANE WILLINGBORO, N.J. 08046 BLOCK 735 LOT 18 16 GOODWIN LANE OVERPAYMENT TAXES	1444.01

FIRST AMERICAN REAL ESTATE TAX SERVICE \$2624.76
95 METHODIST HILL DRIVE
SUITE 100
ROCHESTER, NEW YORK 14623
BLOCK 8
LOT 5.03
45A PINE STREET
OVERPAYMENT TAXES

CLEAR ADVANTAGE TITLE 733.15
1670 WHITEHORSE HAMILTON SQUARE ROAD
HAMILTON, N.J. 08690
BLOCK 113
LOT 8
32 SNOWFLOWER LANE
OVERPAYMENT TAXES

COUNTRYWIDE TAX SERVICE 1064.30
ATTN: TAX DEPT-SV24
PO BOX 10211
VAN NUYS, CA. 91410
BLOCK 1020
LOT 51
249 NORTHAMPTON DRIVE
OVERPAYMENT TAXES


RESOLUTION NO. 2004 -166

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH
PAULETTE BROWN, ESQ.**

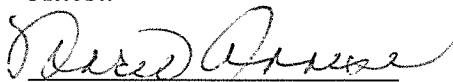
WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-et seq.) requires that a resolution authorizing the award of a contract for professional services without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of December, 2004, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with: PAULETTE BROWN, ESQ. for
 - a. Workplace Seminars and Training for all employees over a twelve month period – not to exceed \$10,000.00
 - b. Legal services for internal employment disputes - \$650.00 each
 - c. Negotiations and participation in collective bargaining negotiations and agreements – annual fee of \$12,000.00
 - d. Annual Fee of \$3,200.00 to be available to Council, Manager – to respond to miscellaneous employment questions.
2. The contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40A:11-5 (1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be printed once in the Burlington County Times.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

TRANSACTION REPORT

P. 01

DEC-14-2004 TUE 11:33 AM

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
DEC-14	11:32 AM	ARMSTRONG	29"	1	SEND	OK	367	

TOTAL : 29S PAGES: 1

Handwritten signature:
 Chris...
 H. Brown
 Esq.

RESOLUTION NO. 2003 - 60

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
 AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH
 PAULETTE BROWN, ESQ.**

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 29th day of April, 2003 as follows:

1. The Mayor and Clrk are hereby authorized and directed to execute the attached agreement with: PAULETTE BROWN, ESQ. for
 - a. Workplace Seminars and Training for all employees over a twelve month period - not to exceed \$10,000.00
 - b. Legal services for internal employment disputes - \$650.00 each
 - c. Negotiations and participation in collective bargaining negotiations and agrcements - annual fee of \$12,000.00
 - d. Annual Fee of \$3,200.00 to be available to Council, Manager - to respond to miscellaneous employment questions.

Handwritten scribble or signature

DUANE MORRIS

FIRM and AFFILIATE OFFICES

NEW YORK
LONDON
CHICAGO
HOUSTON
PHILADELPHIA
SAN FRANCISCO
BOSTON
WASHINGTON, DC
ATLANTA
MIAMI
NEWARK
ALLENTOWN
WILMINGTON
CHERRY HILL
HARRISBURG
BANGOR
PRINCETON
PALM BEACH
WESTCHESTER

PAULETTE BROWN
DIRECT DIAL: 973.424.2046
E-MAIL: PBrown@duanemorris.com

www.duanemorris.com

April 25, 2003

Dr. Mayor Paul Stephenson
c/o Michael A. Armstrong, Esq.
Township Attorney
Law Office of Michael A. Armstrong
79 Mainbridge Road
Willingboro, NJ 08046

Re: Willingboro Township - Employment Matters

Dear Dr. Mayor Stephenson:

We are pleased that you have asked our firm to serve as counsel on behalf of Willingboro Township in the above matter. I am sending this letter to outline the general terms under which Duane Morris LLP (hereinafter referred to as the "Firm" or "we" or "us") can represent Willingboro Township in connection with the above matter. The terms herein stated will apply to that representation, except as they may be amended in writing signed by the Firm and you. Our engagement is limited to performance of services related to this action. We are not your general counsel and our acceptance of this engagement does not involve an undertaking to represent Willingboro Township's interests in any other matter.

The representation of Willingboro Township by the Firm is governed by the legal ethics and professional responsibility code and rules as adopted by the courts of the State of New Jersey. One of the requirements of the code and those rules is that both the Firm and you agree to the terms and conditions of the representation in a writing subscribed by both parties, which includes the terms and conditions relating to the amounts charged for fees and the payment thereof.

I will have primary responsibility at the Firm for your representation. We will provide legal counsel to Willingboro Township in accordance with this letter and in reliance upon information and guidance provided by you, to keep you reasonably informed of progress and developments, and to respond to your inquiries.

It is possible that during the time that the Firm is representing Willingboro Township, some of our present or future clients may have disputes or transactions with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients

in any matter that is not substantially related to our work for you in this matter. The Firm agrees, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance, where, as a result of our representation of you, the Firm has obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your disadvantage.

To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to this case and to fully and accurately disclose to us all facts and documents that may be relevant to the matter or that we may otherwise request in connection with this matter.

Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning various courses of action and the results that might be anticipated. Any such statement made by any partner or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Our fees will be based primarily on the amount of time spent on your behalf. Each lawyer and legal assistant has an hourly billing rate based generally on experience and special knowledge. The rate multiplied by the time expended on your behalf, measured in tenths of an hour, will be the initial basis for determining the fee. Our billing rates currently range from \$185.00 an hour for new associates to \$510.00 an hour for senior partners. My time is currently billed at \$320.00 an hour. In lieu of the rates and based upon the number of employees currently employed by Willingboro, we would propose to provide: (1) workplace harassment (and other workplace issues) seminars and trainings for all of your employees over the course of a twelve month period for \$10,000; (2) legal services for each internal employment dispute for \$650; (3) negotiations and participation in collective bargaining negotiations and agreements for an annual fee of \$12,000, excluding extenuating circumstances; (4) an annual fee of \$3,200 to be available, on call to the Council or City Manager, to respond to miscellaneous employment questions. As indicated to you in my previous letter, it is impossible at this time to predict litigation costs without knowing your experience and no litigation services are contemplated by this Agreement. A separate retainer agreement will be entered into in the event of representation for litigation.

In addition, statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due promptly upon receipt of our statement. If any statement remains unpaid for more than 30 days, we may suspend performing services for you until arrangements satisfactory to us have been made for payment of outstanding statements and the payment of future fees and expenses. In addition, we have the right to charge a late fee of up to 1% per month for any statement that has not been paid within 30 days.

April 25, 2003
Page 3

The fees and costs relating to this matter are not predictable. Accordingly, we make no commitment to you concerning the maximum fees and costs that will be necessary to complete this matter. It is also expressly understood that payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

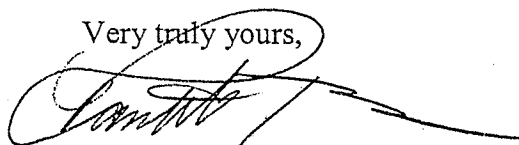
If any experts or outside consultants are necessary we will consult with you before they are retained. Although the Firm may retain such experts and outside consultants for purposes of maintaining a work-product privilege, you will be responsible for the payment of such third-party invoices.

You may terminate our representation at any time upon notice to the Firm. Our own files pertaining to the matter will be retained. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers.

We may withdraw from representation if you fail to fulfill your obligations under this agreement, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon our reasonable notice to you.

Please review this letter carefully and, if it meets with your approval, please sign a copy of this letter as noted below and return the original to me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Paulette Brown', written over a circular stamp or mark.

Paulette Brown

PB/am

✓

RESOLUTION NO. 2004 - 167
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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

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

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


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 12/14, 2004, that an Executive Session closed to the public shall be held on 12/14, 2004, at 7:45 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Eddie Campbell, Jr., Mayor

ATTEST:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2004 – 168

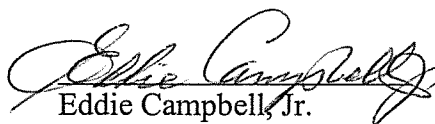
**A RESOLUTION AUTHORIZING THE MAYOR
AND CLERK TO SIGN AGREEMENT WITH
AFSCME.**

WHEREAS, the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 71, Local 3827 and the Township of Willingboro have concluded collective labor negotiations; and

WHEREAS, it is appropriate to formally authorize the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of December, 2004, that:

- A. The attached collective negotiation agreement is approved, covering The period January 1, 2004 through December 31, 2007.
- B. The Mayor and Clerk are hereby authorized and directed to execute on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the American Federation of State, County and Municipal Employees, AFL-CIO District Council 71, Local 3827.
- C. A copy of this resolution shall be submitted to the President of the AFSCME District Council 71, Local 3827 for their information and attention.


Eddie Campbell, Jr.

Mayor

Attest:



Marie Annese, RMC
Township Clerk

COLLECTIVE BARGAINING AGREEMENT

Between

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

District Council 71, Local 3827

And The

TOWNSHIP OF WILLINGBORO

For The Period

January 1, 2004 - December 31, 2007

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This Agreement, is made and entered into this 21st day of Dec, 2004, by and between the Township Council of the Township of Willingboro, a municipal corporation of the State of New Jersey, hereafter referred to as the "Township"; and AFSCME Council 71, Local 3827 hereafter referred to as the "Union";

In consideration of the mutual promises contained herein, It is Hereby Agreed as follows:

1. GENERAL PURPOSE:

1.1 This Agreement is entered into in order to promote harmonious relations between the Township and the Union to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment.

1.2 It shall be the mutual objective of the Union and the Township to provide for uninterrupted public services to the general public. The Union agrees that during the term of this Agreement, neither the Union, nor anyone acting on its behalf, will cause, authorize, support or take part in any strike, work stoppage, slowdown, walk-out, or other job action against the Township. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The Union will actively discourage any strike, work stoppage, slowdown, walk-out or other job action against the Township.

1.3 Nothing contained in this Agreement shall be construed to limit or restrict the Township from its right to seek and obtain any judicial relief as it may be entitled to have in law or in equity for injunction or damages or both. Damages to the Township shall include any direct or indirect costs to the Township resulting from the job action or from the application for judicial relief.

1.4 Nothing contained in this Agreement shall be construed to limit or restrict the Union from its right to seek and obtain any judicial relief as it may be entitled to have in law or in equity.

1.5 The Township agrees that it will not engage in a lockout of the employees covered under this Agreement.

2. NON-DISCRIMINATION:

The Township and the Union agree that all provisions of this Agreement shall be applied equally to all employee members of the Union in compliance with applicable law against discrimination and without regard to political affiliation or membership or legitimate activity in the Union. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Union membership.

3. **RECOGNITION OF BARGAINING UNIT:**

3.1 The Township recognizes, in accordance with the Certification issued by the Public Employment Relations Commission, the Union as the sole and exclusive collective negotiating representative for the job titles specified in the Certification issued to the Union by the Public Employment Relations Commission [PERC] pursuant to the "Agreement for Consent Election" dated August 6, 1991, as follows:

Account Clerk
Administrative Clerk
Animal Control Officer
Assessing Clerk
Building Maintenance Worker/Low Pressure LIC
Clerk Typist
Code Enforcement Officer
Crime Prevention Aide/Typist
Data Entry Machine Operator
Director of Welfare
Fire Official
Fire Prevention Specialist U.F.D.
Omnibus Driver
Permit Clerk
Principal Account Clerk
Principal Assessing Clerk Typist
Principal Clerk Typist
Principal Data Entry Machine Operator
Principal Payroll Clerk
Principal Tax Clerk
Program Coordinator, Special Events
Recreation Leader
Recreation Leader
Recreation Supervisor
Registrar of Vital Statistics
Senior Account Clerk
Senior Building Maintenance Worker
Senior Clerk Transcriber
Senior Clerk Typist
Senior Tax Clerk
Senior Police Records Clerk Transcriber
Tax Clerk
Tax Searcher
Training Officer

3.2 Specifically excluded are all other employees of the Township, including, but not limited to Department of Public Works employees; Managers; Executive or Confidential employees, including all employees in the Office of the Township

Manager and in the Office of the Township Clerk; Supervisors; Craft Employees; Police, Crossing Guards, Special Law Enforcement Officers and Casual Employees.

4. MANAGEMENT RIGHTS:

4.1 The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it, now or hereafter, by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

4.1.1 The executive, management, legislative and administrative control of the Township government and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

4.1.2 To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

4.1.3 The right of management to make, maintain and amend any and all reasonable rules and regulations that the Township may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Township, or any Department or function thereof, after reasonable advance notice thereof to employees and to require compliance by the employees is recognized. Except in the case of an emergency, the Township agrees to provide the Union with a copy of any proposed rules and regulations thirty [30] days before the implementation of the rules and regulations and to allow the Union to submit comments on the rules and regulations within the thirty [30] day period.

4.1.4 To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions of continued employment or assignment and to promote and transfer employees.

4.1.5 To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause as provided under New Jersey Civil Service Statutes, Rules and Regulations.

4.1.6 To layoff employees in the event of lack of work, or for budgetary reasons, under conditions where continuation of the employment would be inefficient or non-productive or beyond the appropriation included in the budget adopted by the Township Council.

4.1.7 The Township reserves the right, with regard to all other conditions of employment not otherwise reserved, to make such changes as it deems appropriate for the efficient and effective operation of the Township or any Department or function thereof.

4.2 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws and administrative codes of the State of New Jersey and the United States.

5. GRIEVANCE PROCEDURE:

5.1 A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the Department of Civil Service, including but not limited to suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

5.2 No settlement of a grievance arising under a provision of this Agreement shall be on terms which would violate any other provision of this Agreement, unless the parties agree in writing to waive the conflicting provision.

5.3 A day, as used in this Section on Grievance Procedure, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

5.4 An aggrieved person must first reduce the grievance to writing and submit it to the appropriate Department Head within fifteen [15] calendar days of the occurrence of the event giving rise to the grievance or within fifteen [15] calendar days of when the aggrieved person should reasonably have known of its occurrence. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision[s] of this Agreement that are alleged to have been violated, and the remedy desired. The Department Head shall attempt to adjust the matter within seven [7] business days by meeting with the aggrieved person and shall render a decision in writing, within seven [7] days of the close of the meeting, with copies to the Township Manager and to the President of Local 3827 and to Council 71. The aggrieved person shall have the right to have a representative of the Union present for the meeting with the Department Head where the written grievance is to be considered by the Department Head.

5.5 If the aggrieved person is not satisfied with the decision rendered in Section 5.4 or if no decision is rendered within the time specified, it shall be presented to the Township Manager within seven [7] days after the decision is rendered or after the expiration of the period provided for in Section 5.4 if no decision is rendered. The written grievance shall include the information set forth in Section 5.4 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Department Head and the President of Local 3827 and to Council 71. The Township Manager shall meet with the aggrieved person and a representative of the Union in an attempt to adjust the matter within fifteen [15] business days, and shall render a decision in writing within fifteen [15] business days of the meeting.

5.6. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

5.7. A grievance that does not address an issue affecting a specific employee, shall be presented, by the Union, in writing, directly to the Township Manager. The Township Manager shall meet with a representative of the Union in an attempt to adjust the matter within fifteen [15] business days, and shall render a decision in writing within fifteen [15] business days of the hearing.

6. DISCIPLINARY PROCEEDINGS:

6.1. Any disciplinary action shall be on an individual employee basis in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

6.2. Written notice of proposed disciplinary action shall be provided to the employee in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations, with a copy provided to AFSCME Council 71 and to the President of Local 3827 within two [2] business days after the notice has been issued.

6.3. Any appeal of disciplinary action shall be in accordance with the grievance procedure established in this Agreement until final disciplinary action has been taken by the Township Manager. Any appeals from the decision of the Township Manager shall be as provided by applicable New Jersey Civil Service Statutes, Rules and Regulations.

7. EMPLOYEE RIGHTS AND RESPONSIBILITIES:

7.1. An employee shall be entitled to Union representation at each and every formal step of the grievance procedure set forth in this Agreement. A formal step of the grievance procedure shall be defined as any step after the department head level.

7.2. An employee shall be entitled to Union representation at each and every formal step of a disciplinary hearing. A formal step of a disciplinary hearing shall be defined as any step after the employee is served with a written Notice of Proposed Disciplinary Action.

7.3. An employee shall be entitled to review any records or documents which the Township intends to be used in any disciplinary proceeding against the employee. With written authorization from the employee, the Union representative shall have the right to review and receive copies of the records or documents which the Township intends to be used in any disciplinary proceeding against the employee. There shall be no right on the part of the employee or the Union to review any records or documents of other employees without the specific written authorization of the employee whose records are to be reviewed or which are not intended to be used by the Township in any disciplinary proceeding against the subject employee. The employee and/or the Union shall provide the Township with copies of any records or documents intended to be used by or on behalf of the employee in any disciplinary proceeding. The exchange of the records or documents shall take place at least five [5] days prior to any disciplinary hearing before the Township Manager or the designee of the Township Manager.

7.4 No employee shall be required by the Township and/or its agents to submit to an interrogation which may reasonably lead to disciplinary action unless the employee is afforded the opportunity of Union representation.

7.5 No recording devices or stenographer of any kind shall be used during any meeting unless both the Union and Township agree to their use, prior to such meeting, in writing. Any use of a recording device to record a conversation, meeting or other interaction with another Township employee or official without the consent of all persons present shall constitute good cause for immediate termination of employment of the party or parties involved in the recording.

7.6 An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his/her rights under this agreement.

7.7 An employee shall have the right to review his or her personnel records at all times, provided that requests for the review are made at reasonable intervals.

8. SENIORITY:

8.1 Seniority is defined as an employee's total length of service with the Township, beginning with his/her most recent date of hire. Part-time employees with continuous service to the township, who have become full-time employees will have their part-time service pro-rated.

8.2 If a question arises concerning the seniority of two or more employees who were hired on the same date, preference shall be given in alphabetical order, according to the employees' last names.

8.3 The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of same to the Union upon reasonable request.

8.4 Whenever a decision must be made between two or more employees with respect to the scheduling of vacation time, the employee with the most seniority shall receive a preference.

8.5 Whenever decisions are required to be made between two or more employees with respect to demotions [other than disciplinary], layoffs and recalls, the Township shall follow the procedures established in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

8.6 The Township encourages existing employees to seek advancement and to apply for job openings for which they are qualified. The Township reserves the right to make all employment decisions and to exercise all managerial decision making in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

9. JOB POSTING:

9.1. All vacancies or all newly-created positions, except for appointments by the Township Council, will be posted on a designated bulletin board for ten [10] days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.

9.2. The Township will post a notice within five [5] days after filling the vacancy or newly-created position with the name of the individual selected.

10. SALARY:

The schedule below is established as the annual salary rates in effect for members of the bargaining unit during the term of this Agreement:

SALARY SCALE:

\$1,400 increase effective January 1, 2004

	Increment	A	B	C	D	E	F	G	H	I
A-2	471	25,412	26,558	27,698	28,837	29,981	31,120	32,260	33,400	34,540
A-4	519	27,475	28,735	29,992	31,247	32,506	33,764	35,016	36,270	37,530
A-6	601	29,740	31,127	32,511	33,896	35,287	36,670	38,059	39,450	40,840
A-7	663	30,965	32,415	33,875	35,329	36,784	38,241	39,698	41,160	42,620
A-9	696	33,587	35,194	36,797	38,403	40,011	41,617	43,223	44,830	46,440
A-10	767	35,007	36,691	38,376	40,062	41,747	43,435	45,121	46,810	48,500
A-12	847	38,040	39,897	41,758	43,612	45,471	47,328	49,185	51,040	52,900
A-14	888	41,398	43,450	45,503	47,551	49,603	51,654	53,707	55,760	57,810
A-15	931	43,199	45,352	47,501	49,656	51,803	53,953	56,598	58,750	60,900
A-17	978	47,085	49,454	51,826	54,193	56,563	58,935	61,295	63,660	66,020

\$1,250 increase effective January 1, 2005

	Increment	A	B	C	D	E	F	G	H	I
A-2	471	26,662	27,808	28,948	30,087	31,231	32,370	33,510	34,650	35,790
A-4	519	28,725	29,985	31,242	32,497	33,756	35,014	36,266	37,520	38,780
A-6	601	30,990	32,377	33,761	35,146	36,537	37,920	39,309	40,700	42,090
A-7	663	32,215	33,665	35,125	36,579	38,034	39,491	40,948	42,410	43,870
A-9	696	34,837	36,444	38,047	39,653	41,261	42,867	44,473	46,080	47,690
A-10	767	36,257	37,941	39,626	41,312	42,997	44,685	46,371	48,060	49,750
A-12	847	39,290	41,147	43,008	44,862	46,721	48,578	50,435	52,290	54,150
A-14	888	42,648	44,700	46,753	48,801	50,853	52,904	54,957	57,010	59,060
A-15	931	44,449	46,602	48,751	50,906	53,053	55,203	57,848	60,000	62,150
A-17	978	48,335	50,704	53,076	55,443	57,813	60,185	62,545	64,910	67,270

\$1,250 increase effective January 1, 2006										
	Increment	A	B	C	D	E	F	G	H	I
A-2	471	27,912	29,058	30,198	31,337	32,481	33,620	34,760	35,900	37,040
A-4	519	29,975	31,235	32,492	33,747	35,006	36,264	37,516	38,770	40,030
A-6	601	32,240	33,627	35,011	36,396	37,787	39,170	40,559	41,950	43,340
A-7	663	33,465	34,915	36,375	37,829	39,284	40,741	42,198	43,660	45,120
A-9	696	36,087	37,694	39,297	40,903	42,511	44,117	45,723	47,330	48,940
A-10	767	37,507	39,191	40,876	42,562	44,247	45,935	47,621	49,310	51,000
A-12	847	40,540	42,397	44,258	46,112	47,971	49,828	51,685	53,540	55,400
A-14	888	43,898	45,950	48,003	50,051	52,103	54,154	56,207	58,260	60,310
A-15	931	45,699	47,852	50,001	52,156	54,303	56,453	59,098	61,250	63,400
A-17	978	49,585	51,954	54,326	56,693	59,063	61,435	63,795	66,160	68,520

\$1,250 increase effective January 1, 2007										
	Increment	A	B	C	D	E	F	G	H	I
A-2	471	29,162	30,308	31,448	32,587	33,731	34,870	36,010	37,150	38,290
A-4	519	31,225	32,485	33,742	34,997	36,256	37,514	38,766	40,020	41,280
A-6	601	33,490	34,877	36,261	37,646	39,037	40,420	41,809	43,200	44,590
A-7	663	34,715	36,165	37,625	39,079	40,534	41,991	43,448	44,910	46,370
A-9	696	37,337	38,944	40,547	42,153	43,761	45,367	46,973	48,580	50,190
A-10	767	38,757	40,441	42,126	43,812	45,497	47,185	48,871	50,560	52,250
A-12	847	41,790	43,647	45,508	47,362	49,221	51,078	52,935	54,790	56,650
A-14	888	45,148	47,200	49,253	51,301	53,353	55,404	57,457	59,510	61,560
A-15	931	46,949	49,102	51,251	53,406	55,553	57,703	60,348	62,500	64,650
A-17	978	50,835	53,204	55,576	57,943	60,313	62,685	65,045	67,410	69,770

10.1 It is the intention of this Agreement to provide an increase in the annual salary for all titles covered by this Agreement of \$1,400.00 as of January 1, 2004, \$1,250.00 as of January 1, 2005, \$1,250.00 as of January 1, 2006, and \$1,250.00 as of July 1, 2003.

10.2 Any retroactive salary adjustments provided by this Agreement shall be paid within sixty [60] days after ratification and execution of this Agreement by the parties.

10.3 It is understood and agreed that the lettered positions in the salary schedules represent annual increments. It is further understood that if a member is promoted to a higher position he or she shall receive base salary that is at least two [2] increments greater than his or her previous base salary.

10.4 All annual salaries, as represented on the salary schedule, reflect the annual salary which is divided by the number of paydays in the year to obtain the amount due for each pay period. Whenever it shall be necessary to determine an hourly rate, the hourly rate shall be computed by dividing the appropriate annual salary, as set forth above, by 1820 for 35 hour per week employees and by 2080 for 40 hour per week employees.

10.5 The payroll for hourly employees will be based on payroll records submitted to the Township Treasurer two [2] weeks in advance of the payday. Any payroll adjustments, including overtime, shall be on the second payday after the records authorizing the adjustment are provided to the Township Treasurer.

11. HOLIDAYS:

11.1 The following days shall be recognized as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

11.2 Monday shall be recognized as a holiday for any holiday listed above occurring on a Sunday, and Friday shall be recognized as a holiday for any holiday listed above occurring on a Saturday, except for New Year's Day. In the event that New Year's Day shall fall on a Saturday, it shall be observed on the immediately following Monday, to ensure that the day of observance falls into the same calendar year as the holiday.

11.3 If a holiday is observed while a full-time employee is on paid annual leave status, the employee will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave and is absent on the day of the holiday, the employee shall receive the paid holiday and the day so used shall not be charged against sick leave.

11.4 If a permanent full-time employee works on any of the scheduled holidays set forth in the agreement, that employee shall receive the holiday pay in addition to the regular pay earned.

11.5 Permanent part-time employees will receive a pro-rata share of holiday time, based on the number of hours that the employee would have been regularly scheduled to work on the specific holiday. A permanent part-time employee not regularly scheduled to work on the specific holiday will not receive any holiday pay for that holiday. It is the intention of this provision that a permanent part-time employee shall not suffer the loss of pay as the result of a holiday falling on a day on which the permanent part-time employee is regularly scheduled to work.

11.6 Members of the Animal Control Unit who are scheduled to work on Easter Sunday may exchange that scheduled work day for the Good Friday Holiday, so that they may work on Good Friday and have Easter Sunday as the Holiday.

12. VACATION LEAVE:

The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule:

12.1 For employees on a thirty-five [35] hour per week schedule:

Eighty-four hours	First Year of employment, pro-rated
One hundred five hours	Second through, including the seventh year of employment
One hundred twenty-six hours	Eighth through, including the twelfth year of employment
One hundred sixty-one hours	Thirteenth year of employment and thereafter
One hundred seventy-five hours	Eighteenth year of employment and thereafter

12.2 For employees on a forty hour [40] per week work schedule:

Ninety-six hours	First year of employment, pro-rated.
One hundred twenty hours	Second through, including the seventh year of employment
One hundred forty-four hours	Eighth through, including the twelfth year of employment
One hundred eighty-four hours	Thirteenth year of employment and thereafter
Two hundred hours	Eighteenth year of employment and thereafter

12.3 During the first year of employment an employee shall earn vacation leave on pro-rated basis.

12.4 Earned vacation leave for one [1] calendar year must be used during that same year. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Township Manager for exceptional circumstances. Nothing herein shall be deemed to require the Township Manager to approve any request to carry over vacation time.

12.5 An employee who resigns or retires during the course of the year is entitled to a pro-rated portion of earned vacation leave. In the event that more time is taken than the pro-rated entitlement, the excess will be deducted from the final pay.

13. SICK LEAVE:

13.1. Sick leave herein is defined to mean absence from duty of an employee because of personal illness, accident, exposure to a contagious disease, or illness of an immediate family member which requires the employee to remain at home to care for that immediate family member.

13.2 The employees covered under this Agreement shall be entitled to paid sick leave in accordance with the following schedule:

13.2.1 Employees who work a thirty-five [35] hour week shall be entitled to one hundred and five hours annually.

13.2.2 Employees who work a forty [40] hour week shall be entitled to one hundred twenty hours annually.

13.2.3 During the first year of employment an employee shall earn sick leave on pro-rated basis.

13.3 Unlimited, unused sick leave may be accumulated from year to year subject to the terms of this Agreement.

13.4 Sick leave benefits shall be paid for work hours absent based upon the individual employee's regular straight time hourly rate.

13.5 It is acknowledged that the purpose of sick leave is to accommodate those occasions when the employee is ill and unable to report for work. Sick leave is not to be used for personal business, as personal days or as additional vacation days.

13.5.1 Employees shall be entitled to family leave benefits As provided by the Family and Medical Leave Act [FMLA]. As part of the Township's Family leave policy, employee's may be permitted to use sick leave to care for an immediate family member who is unable to care for himself or herself due to a medically verifiable disabling disease. An immediate family member is defined as a Spouse, Parent, Child or a person residing with the member and is dependent upon the member.

13.6 A doctor's certificate may be required at the Township's option as a condition for payment of sick leave whenever it appears reasonable, to include but not limited to the following:

[1] an employee is absent for three [3] consecutive days, or;

[2] an employee is absent on the last scheduled work day before or the first scheduled work day after a holiday.

The cost of the doctor's certificate shall be the responsibility of the employee.

13.7 Abuse of sick leave shall be cause for disciplinary action. An employee is absent in excess of ten [10] days in eight [8] consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the

Township shall give the employee a warning notice after the absence has reached eight [8] days within the eight [8] consecutive month period.

13.8 In the case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.

13.9 The Township may require an employee who has been absent because of personal illness, as a condition of his or her return to work, to be examined at the expense of the Township, by a physician designated by the Township. The purpose of the examination shall be to establish whether the employee is capable of performing the normal duties of his or her job without jeopardizing the health of the employee or the health of other employees.

13.10 Whenever the Township shall require that the medical certification be provided by a physician selected by the Township, the cost of the medical visit shall be paid by the Township, to the extent that it is not covered by medical insurance.

14. SICK LEAVE INCENTIVE:

Any employee, who shall use less than four [4] days or its hourly equivalent of sick leave in any year, shall receive, at the option of the employee, either:

(a) a cash payment in the amount of three-days pay not to exceed \$500.00 dollars. It shall be payable within sixty [60] days after the end of the calendar year for which the incentive was earned, or

(b) an additional three [3] personal days [or its hourly equivalent] which shall vest in the employee on the last day of scheduled work during each year.

If the employee elects to receive the days instead of the cash payment, then two [2] of the days shall require seventy-two [72] hours advance notice that the employee intends to use the days, and the remaining day may be used without the advance notice requirement. In addition, not more than one [1] employee in each department [or division] shall utilize a personal day on any single shift.

15. WORKER'S COMPENSATION SUPPLEMENTAL PAY:

For an employee who incurs a job related injury qualifying for worker's compensation payments, the Township will continue to pay a member the member's base salary while the member is receiving worker's compensation benefits, provided the member assigns over to the Township any worker's compensation proceeds received or to which the member may be entitled, not to include case settlements. This protection shall continue in effect only while the member is receiving worker's compensation benefits, or for the period set forth below, whichever is less:

15.1. For employees employed five [5] years or less, the Township shall continue the full salary for a period of three [3] months. Payment shall consist of the amount provided by Worker's Compensation Insurance and the difference between the insurance payment and the employee's base salary.

15.2. For employees employed more than five [5] years, the Township shall continue the full salary for a period of six [6] months. Payment shall consist of the amount provided by Worker's Compensation Insurance and the difference between the insurance payment and the employee's base salary.

15.3. For employees employed more than ten [10] years, the Township shall continue the full salary for a period of nine [9] months. Payment shall consist of the amount provided by Worker's Compensation Insurance and the difference between the insurance payment and the employee's base salary.

15.4. Employee's who remain on leave due to an on-the-job-injury beyond the time limits established above shall receive payments through the Township that are equal to the benefit amount provided by Worker's Compensation Insurance, provided the employee continues to be eligible for such insurance payments.

16. PAYMENT OF ACCUMULATED SICK LEAVE:

16.1. Payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty [50] days of accumulated sick leave; or seventy [70%] percent of the total accumulation of sick leave, whichever is greater, provided that the total payment shall not exceed fifteen thousand (\$15,000).

16.2. The payment shall be made in a lump sum payment within thirty [30] days after the date of retirement or the Township and the retiring member may enter into an agreement, for the Township to make the payment required herein over a period of not more than three [3] years. In the event of an agreement for the payments to be made more than three [3] year period, the payment shall be made in three installments with the first payment of one-third [1/3] of the amount due to be paid by the second pay after the date of retirement or, as to a deceased employee, within thirty [30] days after the date of death; the second payment of an additional one-third [1/3] of the amount due shall be paid on the first annual anniversary of the date of retirement or the date of death; the third and final payment of the remaining balance shall be paid on the second anniversary of the date of retirement or the date of death. The second annual payment shall include an additional amount representing interest on the unpaid principal balance from the date of retirement or the date of death to the date of the second annual payment. That interest shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction occurring after the date of retirement or the date of death. The third and final payment shall include an additional amount representing interest on the unpaid principal balance remaining after the second annual payment and shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction after the date of the second annual payment.

16.3 Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Civil Service or by the Division of Pensions.

16.4 Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

17. MILITARY LEAVE:

The Township agrees to provide all employees with military leave as required by New Jersey Civil Service Statutes, Rules and Regulations, Federal and State Law.

18. JURY LEAVE:

A regular full-time employee who loses time from his or her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township the difference between his or her daily base rate of pay, up to a maximum of eight [8] hours and the daily jury fee, provided that the employee [a] has notified his or her Department Head immediately upon receipt of a summons for jury duty; [b] the employee has not voluntarily sought jury service; [c] the employee is not attending jury duty during vacation and/or other time off from Township employment; [d] the employee submits adequate proof of the time served on the jury duty and the amount received for the service. If on any given day an employee is attending jury duty and he or she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 Noon on that day in order to receive pay for that day.

19. LEAVE OF ABSENCE FOR DEATH IN FAMILY:

An employee will be allowed the following time off in the case of the death of:

19.1 Father, Mother, Grandfather, Grandmother, Spouse, Son, Daughter, Brother, Sister, Grandchild, Father-In-Law, Mother-In-Law, Son-In-Law, Daughter-In-Law, or a person residing with the member and is dependent upon the member, from day of death up to the equivalent of one [1] work week.

19.2 Employees who need additional time beyond that provided in Section 19.1 may receive up to an additional work week of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time.

19.3 Uncle, Aunt, Nephew, Niece, Brother-In-Law, Sister-In-Law, Cousin of the first degree, the Day of Burial.

19.4 Employees who need additional time beyond that provided in Section 19.3 may receive up to an additional work week of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time subject to the approval of the Department Director.

20. UNIFORMS:

Maintenance employees and Animal Control Officers shall be provided with uniforms by the Township as follows:

20.1 Each full-time maintenance employee shall be provided with five [5] uniforms. Part-time maintenance employees shall be provided with a number of uniforms equal to the number of days that they are regularly scheduled to work in each week. It shall be the responsibility of the employee to provide reasonable and ordinary care of the uniform.

20.2 The Township shall provide full-time Animal Control Officers with five [5] uniforms. Part-time Officers shall be provided with the number of uniforms equal to the number of days that they are regularly scheduled to work in each week. Animal Control Officers shall be responsible for cleaning and repair of the uniforms by the Township. It shall be the responsibility of the Officers to provide reasonable and ordinary care of the uniform. The Township shall provide full-time Officers with a sixty [\$60] dollars per month allowance for expenses incurred cleaning and maintaining uniforms. Payments shall be made annually. The payment shall be pro-rated for part-time Officers. No payments shall be made for any MONTH during which the individual does not work at least the equivalent of one [1] week.

20.3 No Township uniform shall be worn by an employee except when actually on duty or when en route to report for duty or returning home after duty.

21. COMPENSATORY TIME:

21.1 Compensatory time may be allowed with the agreement of the Township and the employee. Authorization by the Township shall be approved by the Township Manager, or designee, in accordance with procedures established by the Township Manager.

21.2 Compensatory time may be accumulated in accordance with the Fair Labor Standards Act, as applicable to municipalities, provided that the accumulation has been approved by the Township Manager.

21.3 In the event that compensatory time is not approved, the employee will be paid for the authorized time actually worked at either straight time or overtime rates as provided in this Agreement.

21.4 Accumulated compensatory time may be utilized within the year in which it was earned upon prior written request and approval of the Township Manager, or designee, in accordance with procedures established by the Township Manager. Approval will be based upon the needs of the Township and will not be granted in the event there is insufficient staffing or additional cost will be incurred.

21.5 Where an employee has been unable to use compensatory time within the year in which it has been earned, due to the scheduling needs of the Township, the employee may carry over the remaining, unused compensatory time in to the next

calendar year or, at the option of the Township, shall be paid for the unused compensatory time. Any time carried over under this provision shall be used no later than March 31.

22. HOURS OF WORK AND OVERTIME PAY:

22.1. All clerical and administrative employees work a five-[5] day, thirty-five [35] hour work week. Building Maintenance personnel and Animal Control Officers work a forty [40] hour work week.

22.2 Lunch Periods and Breaks:

22.2.1 Each employee shall be entitled to a one [1] hour per day lunch period without pay except for those employees who are "on call" during their entire shift and who are required to have their lunch while "on call".

22.2.2 Employees who are "on call" are classified as forty [40] hour work week employees and are paid for the lunch period.

22.2.3 Employees on a lunch period shall be recalled to duty during that lunch period only in the event of an emergency necessity.

22.2.4 Employees shall also be entitled to two [2] fifteen [15] minute breaks during the working day with one usually scheduled in the morning and one usually scheduled in the afternoon.

22.3 Overtime pay shall be provided, as required by law.

22.3.1 **Administrative and Clerical Employees.** Overtime will be paid at the rate of straight time for hours worked in excess of thirty-five [35] hours per week up to forty [40] hours per week, and at the rate of time and one-half [1.5] for all hours worked in excess of forty [40] hours per week.

22.3.2 **Building Maintenance Employees and Animal Control Officers.** Overtime will be paid at the rate of time and one-half [1.5] for all hours worked in excess of forty [40] hours per week.

22.4 No overtime pay shall be earned except where authorized in advance by the Township Manager, or designee, in accordance with procedures established by the Township Manager. No employee shall be entitled to authorize his or her own overtime or compensatory time.

22.5 The Township shall make a reasonable effort to distribute overtime fairly among qualified employees within the same classification and within the same department. Where the overtime work falls within the job classification, training and skills of more than one employee in a particular department, the overtime opportunities shall be rotated between those employees on a seniority basis. An employee who declines an offered overtime opportunity shall rotate to the bottom of the list, just as if that employee had accepted the overtime opportunity.

22.6 The Township shall provide to the Union, upon reasonable request, a list of employees showing overtime worked. The Union shall be entitled to such a listing on a not more than semi-annual basis.

22.7 Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.

22.8 All paid time off [such as vacation time, holidays and sick time] shall be considered time worked, for the purpose of computing overtime pay.

22.9 An employee called in to work when not regularly scheduled to work shall be guaranteed at least two hours work.

22.10 Employees assigned to the animal control unit shall be allowed one-half hour at the end of the shift to clean the van and to complete necessary paperwork.

22.11 In the absence of an emergency, the Township shall provide ten [10] days advance notice to any employee whose schedule is being modified.

23. TRAINING PROGRAMS:

The Township recognizes the value of training programs for employees and will provide employees with the opportunity for job related training at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training program and expenditures shall be subject to review and approval by the Township Manager. An employee request for participation in a training program shall be submitted through the Department Head to the Township Manager. Employees enrolled in job-related courses on a for credit basis may be eligible for tuition payments as will be provided in the Township's Personnel Policies and Procedures.

24. REPLACEMENT OF LOST OR DAMAGED PERSONAL PROPERTY:

The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses damaged in connection with the performance of duty, provided notice of the damage or loss shall be given to the immediate Supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed One Hundred Twenty-Five [\$125] dollars, for the replacement of prescription eye-glasses.

25. INSURANCE:

There shall be provided for all members, in addition to required Workers Compensation Insurance, the following insurance:

25.1. Medical Insurance:

25.1.1 The Township portion of the cost for members employed by the Township as of November 1, 1993, shall be limited to One Hundred [100%]

percent of the cost of its least expensive HMO optional plan. If an employee chooses a plan which is more expensive, the employee will be responsible for the excess cost.

25.1.2 For members employed by the Township on or after November 1, 1993, the Township's share of the cost shall be limited to the cost of single coverage in its least expensive HMO optional plan, during the first (1st) year of employment. If an employee chooses expanded coverage or a plan which is more expensive, the employee will be responsible for the excess cost.

25.1.2.1 Any employee hired after November 1, 1993, having completed one [1] year of employment with the Township, will be entitled to the coverage as provided in Section 25.1.1.

25.2. Group Dental Insurance:

25.2.1 For members employed by the Township as of November 1, 1993, the Township shall continue to pay the full cost to provide dental insurance coverage, including family coverage.

25.2.2 For members employed by the Township on or after November 1, 1993, the Township's share of the cost shall be limited to the cost of single coverage, during the first (1st) year of employment. If an employee chooses expanded coverage, the employee will be responsible for the excess cost.

25.2.2.1 Any employee hired after November 1, 1993, having completed one [1] year of employment with the Township, will be entitled to the coverage as provided in Section 25.2.1.

25.3. The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund, so long as comparable benefits are provided. Prior to any change in plans or carriers, the Township shall notify the President of the Union. The Township shall review and discuss any proposed changes with the Union. In the event that the Union determines to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen [15] calendar days of the notification and the matter will proceed directly to expedited arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

25.4 A member who retires from the Township department after completing twenty-five [25] years of full-time service with the Township of Willingboro and who is at least fifty-five [55] years of age shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed Two Thousand Five Hundred [\$2,500] dollars. Effective January 1, 2005 the annual payment shall not exceed \$3,000. Effective January 1, 2006 the annual payment shall not exceed \$3,500. Such members may continue their coverage through the Township's health benefit plan. A member may drop his or her Township coverage and obtain coverage through another health benefit plan. In this case the Township will make a direct payment to the health care plan not to exceed Two Thousand Five Hundred [\$2,500] dollars annually. If a member drops his or her Township coverage, he or she may not return at any time to the Township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible.

26. INSURANCE BUY-BACK:

The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township and who provides the Township with proof of alternative insurance coverage. The payment will be on a calendar year basis and will be paid with the first [1ST] pay in January, and will be paid to those employees who have filed a waiver of coverage with the Township's Treasurer for the coming year. The waiver must be filed at least one [1] month in advance of the effective date of the waiver. The amount of the payment shall not exceed Two Thousand [\$2,000] dollars or fifty [50%] percent [whichever is less] of the premium for the waived Hospitalization Medical/ Surgical-Major Medical insurance coverage; and Sixty [\$60] dollars per year for a waiver of the Dental coverage. Effective January 1, 2005 the payment shall not exceed \$3,000 or fifty [50%] percent [whichever is less] of the premium for the waived Hospitalization Medical/ Surgical-Major Medical insurance coverage. Effective January 1, 2005, whenever fifty (50) percent or more of AFSCME Local 3827 membership elects to receive the insurance buy-back the payment amount during the affected coverage year shall not exceed \$3,500 or fifty [50%] percent [whichever is less] of the premium for the waived Hospitalization Medical/ Surgical-Major Medical insurance coverage. If an employee elects to re-join the Township's group coverage, the employee shall make application to do so during the established enrollment period, and the employee shall pay to the Township the pro-rata portion of any unearned portion of the waiver payment previously paid to the employee.

27. UNION VISITATION & BUSINESS:

27.1. A properly designated representative of AFSCME Council 71, when arriving on the Township's premises, shall first report his/her presence to the Township Manager or the Deputy Township Manager. The Union Representative shall be provided with a reasonable time for the visitation, provided that the time requests do not interfere with the operations of the Township or unreasonably impair the ability of the Township employees to complete their job assignments on a timely basis.

27.2. The Township will provide release time, up to the equivalent of ten [10] days [eighty [80] hours] with pay, to one [1] employee per year for the purpose of attending Union conventions and meetings or for the conduct of Union business. The allowed time may be divided among more than one employee in units of one-half day [four [4] hours].

27.3. Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Union representatives, the Township will make a reasonable effort to schedule the meeting, negotiation or hearing at a mutually convenient time, provided that the scheduling does not involve any violation of legal requirements for the scheduling.

28. NOTIFICATION OF THE UNION OF PROPOSED LAYOFFS:

In the event that the Township determines that any layoffs of members of the bargaining unit are required, the Township will provide notice of any proposed layoffs to the Union at least thirty [30] days in advance of the effective date of any proposed layoffs, in accordance with New Jersey Civil Service Statutes, Rules and Regulations.

29. PAYROLL DEDUCTION OF UNION DUES:

29.1 The Township agrees to deduct the dues of members of the Union from the wages due to those members in accordance with a certification provided to the Township's Treasurer and signed by the President and Treasurer of the Union setting forth the amount of the dues and the names of the members of the Union. The Union agrees that any changes in the membership of the Union by adding new members or by deleting existing members and any changes in the amount of the dues to be deducted shall require that a new certification shall be provided to the Township's Treasurer and that such certification shall be provided within fifteen [15] days of the change. The Township shall be under no obligation with respect to any changes in the membership or the amount of the dues until the first payroll occurring fifteen [15] days after the certification is provided to the Township's Treasurer.

29.2. **Representation Fee in Lieu of Dues:** The Township agrees, in accordance with the provisions of *N.J.S.A. 34:13A-5.5* to deduct from the wages due to non member employees included within the bargaining unit, as defined in Section 3 of this Agreement, a Representation Fee in Lieu of Dues for services rendered by the Union in an amount equivalent to eighty-five [85%] percent of the regular membership dues, initiation fees and assessments charged by the Union to its own members. The procedures set forth in Section 30.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

30. FULL UNDERSTANDING AND PAST PRACTICES:

No reference to any past practices shall be used to contravene or to modify the provisions of this Agreement. The parties agree that in the event that Federal or State Legislation is passed, which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation on the terms of this Agreement.

31. TERM OF AGREEMENT:

This Agreement shall be in full force and effect from **January 1, 2004**, through **December 31, 2007**, and for succeeding periods of **twelve [12] months** unless either party shall notify the other in writing prior to **September 1, 2007**, or prior to **September 1st** of the appropriate succeeding **twelve [12] month** period, of its desire to negotiate a new Contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.

IN WITNESS WHEREOF, the Township and the Union have caused this Agreement to be executed by their proper officials.

ATTEST:

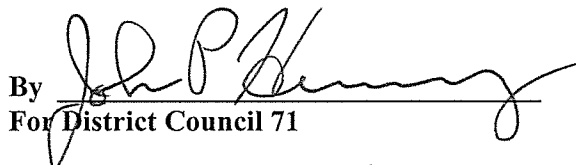
TOWNSHIP OF WILLINGBORO



Marie Annese
Township Clerk

By 
Mayor

ATTEST:

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, District Council 71, Local 3827**

By 
For District Council 71

By 
For Local 3827

RESOLUTION NO. 2004 - 169

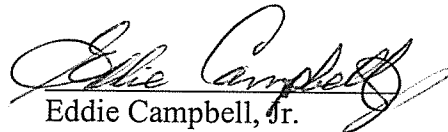
**A RESOLUTION AUTHORIZING MAYOR AND
CLERK TO SIGN CONTRACT WITH FRATERNAL
ORDER OF POLICE LODGE #38**

WHEREAS, the Fraternal Order of Police, Lodge #38 and the Township of Willingboro have concluded collective labor negotiations; and


WHEREAS, it is proper to formally authorize the execution of the Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of December, 2004, that;

- A. The attached collective negotiation agreement is approved, covering the period January 1, 2004 through December 31, 2006
- B. The Mayor and Clerk are hereby authorized and directed to execute The agreement on behalf of the Township.
- C. A copy of this resolution shall be submitted to the President of the FOP, Lodge, #38, for his information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

COLLECTIVE BARGAINING AGREEMENT

Between the

FRATERNAL ORDER OF POLICE, LODGE NO. 38

and the

TOWNSHIP OF WILLINGBORO

for the period

JANUARY 1, 2004 -- DECEMBER 31, 2006

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This Agreement, is made and entered into this fourteenth day of DECEMBER, 2004 by and between the Township Council of the Township of Willingboro, a body corporate and politic, hereafter referred to as the "Township"; and Willingboro Lodge No. 38, Fraternal Order of Police, hereafter referred to as the "Lodge";

In consideration of the mutual promises contained herein, It is Hereby Agreed as Follows:

1. General Purpose: This Agreement is entered into in order to promote harmonious relations between the Township and the Lodge, in the best interests of the residents of the Township of Willingboro, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning all terms and conditions of employment.

2. Non-Discrimination: The Township and the Lodge agree that all provisions of this Agreement shall be applied equally to all employee members of the Lodge in compliance with applicable law against discrimination. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Lodge membership.

3. Recognition of Bargaining Unit: The Township recognizes, during the term of this Agreement, the Lodge as the sole and exclusive collective negotiating representative for full-time sworn police officers employed by the Township.

4. Management Rights: The Township shall have the right to determine all matters concerning the management or administration of the Police Department, subject to the provisions of this Agreement.

5. Grievance Procedure:

5.1. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the Department of Personnel, including but not limited to suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

5.2. No settlement of a grievance shall contravene the provisions of this Agreement.

5.3. A day, as used in this Agreement, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

5.4. An aggrieved person must verbally present the grievance to immediate supervisor within 15 days of the occurrence of the event giving rise to the grievance or

within 15 days of when the aggrieved person should reasonably have known of its occurrence. The immediate supervisor, or the shift supervisor, as the case may be, shall attempt to adjust the matter within seven (7) days by meeting with the aggrieved person and shall render a decision in writing, with copies to the Director of Public Safety and to the President of the Lodge.

5.5. If the aggrieved person is not satisfied with the decision required in Section 5.4, or if no decision is rendered within the seven (7) days period, the grievance shall be reduced to writing by the aggrieved person and presented to the Director of Public Safety within seven (7) days after the decision is rendered or after the expiration of the seven (7) days day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired and attached thereto shall be a copy of the decision at the first level, if rendered. The aggrieved person shall serve a copy of the written grievance upon the individual rendering a decision at the first level of this procedure and upon the President of the Lodge. The Director of Public Safety, or the designated representative of the Director of Public Safety shall meet with the aggrieved person, the President of the Lodge and the individual rendering the decision at the first level of this procedure. The decision of the Director of Public Safety shall be rendered, in writing, within seven (7) day after the grievance is presented to the Director of Public Safety with copies to the Township Manager and the President of the Lodge.

5.6. If the aggrieved person is not satisfied with the decision rendered in Section 5.5 or if no decision is rendered within the seven (7) day period, it shall be presented to the Township Manager within seven (7) day after the decision is rendered or after the expiration of the seven (7) day period provided for in Section 5.5, if no decision is rendered. The written grievance shall include the information set forth in Section 5.5 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Director of Public Safety and the President of the Lodge. The Township Manager, or the designated representative of the Township Manager, shall meet with the aggrieved person and any representation of the Lodge designated by the Lodge in an attempt to adjust the matter within twenty-one (21) days, and shall render a decision in writing, with copies to the aggrieved person, the Director of Public Safety, and the President of the Lodge.

5.7. In the event a grievance is not settled to the satisfaction of all parties at the conclusion of Section 5.6, the Lodge may, within seven (7) days after the decision of the Township Manager or within seven (7) days after the 22nd day next following the date the grievance was served on the Township Manager, whichever shall first occur, serve notice on the Township Manager that the matter is being referred to final, binding arbitration. The arbitrator shall be chosen according to the provisions of the N.J.A.C. 19:12-5.1 et seq. The arbitrator's decision in the matter shall be final and binding on all parties. The arbitrator's costs and fees shall be borne equally by the parties, but each party shall be solely responsible for the cost it incurs in the production of testimony or evidence.

5.8. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

Article 6 – Minor Disciplinary Action:

6.1. A Minor Disciplinary Action, as used in this Agreement, is defined in accordance with law as a disciplinary action against a public employee that results in a penalty that may not be appealed in accordance with the proceedings and regulations within the jurisdiction of the New Jersey Department of Civil Service.

6.2. A Minor Disciplinary Action is initiated within the Police Department in accordance with procedures established within the Police Department and subject to review and determination by the Director of Public Safety.

6.3. If the employee who is the subject of Minor Disciplinary Action is not satisfied with the decision of the Director of Public Safety, that employee may appeal the Minor Disciplinary Action to the Township Manager within seven (7) days after the decision is rendered, in writing, by the Director of Public Safety. The appeal shall include a copy of the written decision of the Director of Public Safety and such written information as the employee may wish to submit in support of his or her appeal. A copy of the written appeal of the Minor Disciplinary Action shall be served by the employee upon the Director of Public Safety at the same time that it is filed with the Township Manager. The Director of Public Safety shall have seven (7) days to submit any additional information that the Director of Public Safety deems relevant to the Township Manager with a copy to be provided to the employee. The Township Manager, or the designated representative of the Township Manager, shall meet with the employee and the Director of Public Safety, or his designated representative and any representative of FOP designated by FOP in order to review the circumstances that led to the Minor Disciplinary Action. The Township Manager shall render a decision, in writing, with copies to the employee, the Director of Public Safety, and the President of FOP, within twenty-one (21) calendar days after the meeting with the employee and the Director of Public Safety. The decision of the Township Manager on the Minor Disciplinary Action shall be final. Nothing herein shall preclude the employee from seeking redress through the New Jersey Court System.

7. Private Legal Counsel: The Township recognizes its obligations under *R.S. 40A:14-155*. Thus, as provided below, whenever a member of the Lodge shall become a defendant in any legal proceeding arising out of or directly related to the lawful exercise of police powers in the performance of his official duties, the Township shall provide the member with the necessary means for the defense of such action or proceeding.

7.1 In order to provide for situations where the member seeks to have the costs of defense paid by the Township, it is agreed that the Lodge and the Township shall establish a panel of six (6) attorneys and that the members of the Lodge may select one from among those attorneys for their representation. The membership of the panel shall be reviewed annually by the parties to determine the status of panel members. Nothing herein shall prohibit a member from selecting an attorney not on the



agreed upon panel, but the Township shall have no obligation to pay the fees of any attorney not on the panel.

7.2 If the complaint is on behalf of the Township and the member is acquitted or the charge is dismissed in a matter heard in the municipal court and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.

7.3 If the complaint is not on behalf of the Township and the matter is in the municipal court and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.

7.4 If it is a disciplinary hearing and the member is acquitted or the charges are dismissed and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.

7.5 If it is an indictable offense and the member has selected an attorney from the panel, the Township will pay the usual, customary and reasonable fees, subject to review by the Township Attorney.

7.6 All fees must bear a reasonable relationship to the nature of the offense. Once a member has selected an attorney from the panel, the member shall advise the Township Attorney of the name and address of the selected attorney immediately after consulting with the attorney.

7.7 All counsel fees to be paid by the Township shall first be submitted to the Township Attorney for review as to reasonableness, and only those charges that are reasonable in amount shall be payable. There may be instances where, by reason of the complexity of the case, a higher counsel fee would be appropriate, or, because of its simplicity, a lower fee would be called for.

7.8 After review and approval of a voucher for counsel fees by the Township Attorney, the voucher shall be submitted to the Township Manager for approval and inclusion on the next regular bill list.

7.9 In any case where the Township has provided insurance coverage for civil liability and that insurance coverage extends to the member and the insurance carrier will provide a defense, it is recognized that the insurance carrier has the right to designate defense counsel. The provision of legal counsel for the defense of the member by the insurance carrier shall satisfy the obligation of the Township under the statute or this contract to provide for the defense of the member. The term "insurance carrier" shall include any joint insurance fund that provides coverage to the Township.

7.10 The Township shall also maintain in effect an ordinance to empower the indemnification of members pursuant to *N.J.S.A. 59:10-4*. The indemnification and defense

provisions shall include all circumstances in which the employee renders first aid within the State of New Jersey, whether on duty or off duty.

8. Salary:

The schedule below is established as the annual salary rates for those employed as police officers of the Township of Willingboro on or before August 31, 1994.

Effective January 1, 2004 an increment of 3.75 percent shall be granted as follows:

Increment	A	B	C	D	E	F	G
1,000	47,214	49,891	52,569	55,244	57,921	60,604	64,492

Effective July 1, 2004 an increment of .25 percent shall be granted as follows:

Increment	A	B	C	D	E	F	G
1,000	47,332	50,015	52,701	55,382	58,066	60,756	64,653

Effective January 1, 2005 an increment of 4.0 percent shall be granted as follows:

Increment	A	B	C	D	E	F	G
1,000	49,225	52,016	54,809	57,597	60,389	63,186	67,239

Effective January 1, 2006 an increment of 4.0 percent shall be granted as follows:

Increment	A	B	C	D	E	F	G
1,000	51,194	54,097	57,001	59,901	62,804	65,713	69,928

The schedule below is established as the annual salary rates for those employed as police officers of the Township of Willingboro on or after September 1, 1994.

Effective January 1, 2004 an increment of 3.75 percent shall be granted as follows:

Increment	A-1*	A-2	B	C	D	E	F	G
1,000	35,604	42,586	45,378	48,311	51,103	53,896	60,604	64,492

Effective July 1, 2004 an increment of .25 percent shall be granted as follows:

Increment	A-1*	A-2	B	C	D	E	F	G
1,000	35,693	42,693	45,491	48,431	51,231	54,031	60,756	64,653

Effective January 1, 2005 an increment of 4.0 percent shall be granted as follows:

Increment	A-1*	A-2	B	C	D	E	F	G
1,000	37,121	44,401	47,311	50,369	53,280	56,192	63,186	67,239

Effective January 1, 2006 an increment of 4.0 percent shall be granted as follows:

Increment	A-1*	A-2	B	C	D	E	F	G
1,000	38,606	46,177	49,203	52,383	55,412	58,440	65,713	69,928

8.1 Where that positions A-1 and A-2 are included in the above schedules, the salary fixed for A-1 shall be applicable to the period after the individual has completed the training required for the position and has been fully certified as a police officer by the New Jersey Police Training Commission and shall continue for a period of six (6) months; and the salary fixed for A-2 shall begin after the six (6) months provided at level A-1 and shall continue for an additional six (6) months.

8.2 It is understood and agreed that the lettered positions in the above schedules represent merit increments. Determination as to whether a member shall receive a merit increment shall be in accordance with the standards utilized in the years previous to this Agreement.

8.3 For the purposes of this Agreement a Police Recruit is defined as an individual who has been hired by the Township of Willingboro to fill a position as a Police Officer but has not completed the training required for the position and has not been fully certified as a police officer by the New Jersey Police Training Commission. As set forth in Section 3 of this Agreement, a Police Recruit is not included within the bargaining unit covered by this Agreement and the salary of a Police Recruit is not covered by this Agreement.

8.4 All annual salaries, as represented above, reflect the annual salary which is divided by the number of paydays established by the township. The hourly rate shall be computed by dividing the annual salary, as listed above, by 2080 hours

9. Educational Payments: The Township shall pay to full time members of the Lodge the sum of \$100.00 for the successful completion of each ten (10) college credits and \$10.00 for each college credit thereafter. In order to qualify for educational incentive payments, the credits must have been earned while employed by the Township by a police officer matriculated in a police science or criminal justice degree program in an accredited institution, in accordance with the following provisions:

9.1. Payment shall be made for the successful completion of the first ten (10) credits in the sum of One Hundred Dollars (\$100.00)

9.2. Payment shall be made for the successful completion of additional credits in the sum of Ten Dollars (\$10.00) per credit;

9.3. Payments shall be made for up to ninety (90) credits, until and unless one hundred twenty (120) credits are earned, at which point payment will be made for the full one hundred twenty (120) credits.

9.4. The maximum eligibility shall be for one hundred twenty (120) credits.

9.5. An employee shall submit a written request for the educational payment to the Township's Director of Finance within the calendar year in which the employee

completes any of the specified number of college credits as indicated above. The liability of the Township for any educational payments shall be limited to the calendar year in which the request is received, provided that no future requests shall be required to maintain the employee's current educational payment level, except as provided in section 9.7. herein.

9.6. There are hereby established credit levels of zero (0), thirty (30), sixty (60), and ninety (90) credits.

9.7. If, in a calendar year, an employee does not earn at least six (6) credits, the payment to the employee hereunder shall only be for the lowest credits level of credits earned previous to that calendar year. For example, if an employee has earned forty (40) credits in a year, and the following year earns less than six (6) additional credits, the employee shall receive payment at the next lowest credit level, or thirty (30) credits. If the employee in a succeeding year earns six (6) or more credits, the employee shall receive payments for actual credits earned, which shall continue unless the program-earning credits are not earned. An employee shall not revert back to the next lowest credit level where the employee is unable to earn at least six (6) credits in a calendar year by reason of departmental shift schedule or leave of absence for medical reasons.

9.8. The educational incentive payment shall be payable annually in December of each year.

9.9. The Township does agree to pay tuition for police officers unable to obtain other funding, subject to budget appropriation limits.

10. Holidays:

10.1 Holiday pay shall be included in the base pay of all members, provided that the holiday pay shall not be computed as part of the base salary for calculation of the hourly rate to which that employee is entitled. Additionally, holiday pay shall not be calculated as hours worked for the purpose of calculating overtime hours or any other purpose. The holiday pay for each employee shall be calculated on the basis of the rate of pay to which that employee is entitled on the date of each holiday. Thus, if an employee has an increase or decrease in the applicable pay rate during the year, the holiday pay for holidays after the payroll change shall reflect the appropriate increase or decrease.

10.2 Members shall alternate having either Thanksgiving or Christmas as a regular day off. Should a member's shift be changed by the Department, that member will not be scheduled to work the same holiday multiple years in a row. Additionally, no member will be granted compensatory, personal or vacation leave on the day of the Township's Independence Day Fireworks Celebration., so long as there is a Fire Works Display.

11. **Vacation Leave:** The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule:



11.1. For employees on an eight (8) hour shift:

11.1. For employees on an eight (8) hour shift:

11.1.1. One hundred forty-four (144) hours per year during each year of employment up to and including the seventh (7th) year of employment.

11.1.2. One hundred sixty-eight (168) hours during each year of employment beginning with the eighth (8th) year of employment and up to and including the twelfth (12th) year of employment.

11.1.3. Two Hundred and eight (208) hours during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

11.2. For employees on a ten (10) hour shift:

11.2.1. One hundred fifty (150) hours (fifteen [15] days) per year during each year of employment up to and including the seventh (7th) year of employment.

11.2.2. One hundred seventy (170) hours (seventeen [17] days) per year during each year of employment beginning with the eighth year of employment and up to and including the twelfth (12th) year of employment.

11.2.3. Two Hundred ten (210) hours (twenty-one [21] days) per year during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

11.3. For employees on an eleven and one-half hour (11 1/2) hour shift:

11.3.1. One hundred thirty-eight (138) hours per year during each year of employment up to and including the seventh (7th) year of employment.

11.3.2. One hundred sixty-one (161) hours per year during each year of employment beginning with the eighth year of employment and up to and including the twelfth (12th) year of employment.

11.3.3. One hundred and ninety-five and one-half (195.5) hours per year during each year of employment beginning with the thirteenth (13th) year of employment and thereafter.

11.4 Whenever a member is unable to use earned vacation leave in the year that it is earned, due to an on-the-job injury, the Township Manager may authorize that the accrued vacation



leave be carried forward from the year in which it is earned. Such vacation leave must be used not later than four months after the member's return to work. The member must submit a written request to the Township Manager for such consideration no later than December 31st of the year in which it is earned. In no event shall a member be permitted to carry forward more than the equivalent of one calendar year of vacation leave. The member may apply to the Township Manager, before December 31st of the year in which the leave is earned, for a cash payment. Such payment shall be computed at the effective rate of pay when the affected leave was earned.

12. Sick Leave: The employees covered under this Agreement shall be entitled to paid sick leave in accordance with the following schedule:

12.1 For employees on an eight (8) hour shift:

12.1.1 Eight (8) hours (one [1] day) per month of employment for each month in the first calendar year of employment.

12.1.2 One hundred twenty (120) hours (fifteen [15] days) per year thereafter.

12.2 For employees on a ten or more hour shift:

12.2.1 Ten (10) hours (one [1] day) during the first three months and ten (10) hours (one [1] day) each month thereafter in the first calendar year of employment.

12.2.2 One hundred twenty (120) hours (twelve [12] days) per year thereafter.

12.3 Unused sick leave may be accumulated from year to year subject to the terms of this Agreement.

12.4 The parties acknowledge that sick leave can be taken for non-physical illness, such as stress. The parties also recognize that where a covered employee has to take more than two (2) days of sick leave in a calendar year for non-physical illness, it is both appropriate and incumbent on the employee to obtain outside counseling. To this end, it is agreed that where an employee takes more than two (2) days of sick leave in a calendar year for non-physical illness, for each day after the second day, the employee shall provide the Director of Public Safety with written proof that the employee has made arrangements for outside counseling with a qualified and licensed professional. If the outside counseling with a qualified and licensed professional consists of consultation with either Drenk Memorial Guidance Center, Family Service of Burlington County, or Delaware House, the Township agrees to pay for the counseling, up to a maximum of five (5) visits. It is further agreed that the substance of the consultation shall not be disclosed to the Township, absent the employee's prior approval, but that the actual fact of the consultations shall be disclosed to the Township.

12.5 The fact that the counseling shall occur shall not be a factor considered by the Township in determining whether a member shall have a merit increase, promotion, assignment to a particular unit, or continued employment.

12.6 It is acknowledged that the purpose of sick leave is to accommodate those occasions when the employee is ill and unable to report for work. Sick leave is not to be used for personal business, as personal days or as additional vacation days.

13. Sick Leave Incentive: Any employee covered under this Agreement, who shall utilize less than four (4) days or its hourly equivalent of sick leave in any year of this Agreement, shall receive, at the option of the employee, either [1] a cash payment in the amount of five hundred (500) dollars payable within sixty (60) days after the end of the calendar year for which the incentive was earned, or [2] an additional three (3) personal days (or its hourly equivalent) which shall vest in the employee on the last day of scheduled work during each year of this Agreement. Effective with the calendar year beginning January 1, 2004 the cash payment will increase to seven hundred fifty (\$750.00) dollars. If the employee elects to receive the days instead of the cash payment, then two of the days shall require 72 hours advance notice that the employee intends to use the days and the remaining day may be used without the advance notice requirement. Any employee who utilizes less than thirty-five hours of sick leave shall be eligible to receive an additional personal day for a total of four personal days (or its hourly equivalent). This day shall require 24 hours advance notice that the employee intends to use the day. In addition, not more than two [2] uniformed patrol officer shall utilize a personal day on any single shift. Except as set forth in this paragraph, the use of a personal day is not subject to any other approval.

14. Accumulated Sick Leave:

14.1 For members employed by the Township on December 31, 1984, full payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty (50) days of accumulated sick leave; or seventy percent (70%) of the total accumulation of sick leave, whichever is greater. The payment shall be made in a lump sum payment within thirty (30) days after the date of retirement from the Township and the retiring member may enter into an agreement for the Township to make the payment required herein over a period of not more than three (3) years. In the event of an agreement for the payments to be made over a three (3) year period, the payment shall be made in three installments with the first payment of one third of the amount due to be paid on the date of retirement or, as to a deceased employee, within thirty days after the date of death; the second payment of an additional one-third of the amount due shall be paid on the first annual anniversary of the date of retirement or the date of death; the third and final payment of the remaining balance shall be paid on the second anniversary of the date of retirement or the date of death. The second annual payment shall include an additional amount representing interest on the unpaid principal balance from the date of retirement or the date of death to the date of the second annual payment. That interest shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction occurring after the date of retirement or the date of death. The third and final annual payment shall include an additional amount representing interest on the unpaid principal balance remaining after the second annual payment and shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction after the date of the second annual payment.

14.2 For members employed on or after January 1, 1985, the payment by the Township shall be in the same manner and on the same schedule as set forth for members employed as of December 31, 1984, except that the payment, excluding the interest earned after the date of retirement or death, shall not exceed Seven Thousand Five Hundred (\$7,500.00) Dollars. Effective January 1, 2004 for members employed on or after January 1, 1985, the payment by the Township shall be in the same manner as set forth for members employed as of December 31, 1984, except that the payment shall not exceed Twelve Thousand (\$12,000) Dollars. Effective January 1, 2005 for members employed on or after January 1, 1985, the payment by the Township shall be in the same manner as set forth for members employed as of December 31, 1984, except that the payment shall not exceed Fifteen Thousand (\$15,000) Dollars.

14.3 Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or by the Division of Pensions.

14.4 Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

15. Cardiac Event:

15.1 Any member of the Lodge who suffers a cardiac event, which is work related, shall have that disability treated as an on-the-job injury.

15.2 In order to determine whether the cardiac event is work related, the employee shall be medically examined and the determination of the physician shall be final and binding on all parties.

15.3 The medical examination shall be performed by members of a medical panel whose membership shall be reviewed and mutually agreed to annually. The panel members shall conduct the examination on a rotating basis.

15.4 It is agreed, however, that if the next physician on the rotating list shall be the employee's physician, the examination shall be performed by the next physician on the list. It is further agreed that no physician shall serve on the panel who is in a contractual relationship with the Township.

15.5 The employee shall be required to make his personal medical records available to the physician conducting the examination.

16. Shooting Incident-Severe Traumatic Event: An employee involved in a shooting incident or other severe traumatic incident involving a loss of life or a life-threatening injury will be provided with appropriate counseling and therapy, if required, as determined by a medical doctor selected by the employee from a panel of five persons mutually designated by the parties. If the parties cannot agree on such a panel within forty-five days from the date of the agreement, the panel shall be named by the Chief

of Psychiatry at a local hospital or the President of the Burlington County Medical Association. The parties agree to annually review and mutually agree to the panel membership.

17. Compensatory Time: All employees covered under this Agreement, shall be entitled to accumulate not more than 480 hours of compensatory time, in accordance with the provisions of the *Fair Labor Standards Act*. Utilization of the accumulated compensatory time may be taken in segments of eight (8) hours or segments of ten (10) hours, depending on whether the employee is on an eight (8) hour or a ten (10) hour shift, whenever it is reasonably possible to do so without impairing the ability of the Department to provide police services to the community.

Compensatory time may be accumulated in accordance with the *Fair Labor Standards Act*, provided that the accumulation has been approved by the Director of Public Safety or his designee. In the event that compensatory time is not approved, the employee will be paid for the time actually worked.

Police Officers who work an eleven and one-half hour (11.5) shift, which annually exceeds the mandated 2080 hour work year by thirteen hours shall receive thirteen hours of compensatory time annually. This time shall be granted at the rate of one hour per month January through November; two hour of compensatory time shall be granted in December.

Accumulated compensatory time may be utilized upon prior written request and approval of the Director of Public Safety or his designee. Approval will be based upon the needs of the Department and will not be granted in the event there is insufficient staffing or additional cost will be incurred.

18. Uniform Allowances:

18.1 The Township agrees to provide all employees covered under this Agreement with the sum of sixty (60) dollars per month to represent compensation for expenses incurred by the employees for the laundering, repair and/or dry cleaning of uniforms provided to the employee by the Township. Effective July 1, 2004 the payment shall be increased to \$65.00 per month.

18.2 The Township will continue to provide the initial issue of uniforms and will replace uniforms which are unserviceable due to age or irreparable damage, except for employees assigned to the Investigative Division who shall receive an annual payment of eight hundred fifty dollars in lieu thereof.

18.3 The payments established in this section shall be paid in a lump sum during the month of January of each year. For those assigned to the investigative division for less than one full year, the annual payment specified in Section 18.2 shall be adjusted on a pro-rata basis. Any officer that is removed from the criminal bureau for promotional, discipline, or resignation, shall repay the annual payment specified in Section 18.2 on a pro-rata basis by December 31 of the year in which such action was taken.

19. Shift Differential: Officers regularly assigned to a shift that begins at 12:00 A.M. (noon) shall be granted nine hundred (900) dollars over their basic salary. Officers regularly assigned to a shift that begins after 6:00 P.M. shall be granted one thousand one hundred fifty (1,150) dollars over their base salary.

These amounts shall be paid in a lump sum in December of each year upon certification by the Director of Public Safety and approval by the Township Manager.

20. Special Duty Assignments: All regular full time officers assigned to the police department canine division or crime prevention unit or as motor officer shall receive an annual salary adjustment of One Thousand One Hundred Dollars (\$1,100.00) pro rated for the period of time they are so assigned. All regular full time police officers assigned to the investigative division shall receive an annual salary adjustment of Two Thousand Two Hundred Fifty Dollars (\$2,250.00) pro rated for the period of time they are so assigned. The salary adjustment set forth herein for those officers assigned to the investigative division, to the crime prevention unit or as motor officer are in recognition of the additional responsibilities and the need for those officers to be available at times when they would normally be off duty. Any overtime worked by the officers assigned to the investigative division, to the crime prevention unit or as motor officer shall be compensated in compensatory time or pay at the discretion of the Director of Public Safety.

Officers assigned, as Field Training Officers shall receive twenty five (\$25.00) dollars per day for each day that they are on duty and actually engaged in the field training of new officers.

21. Longevity Payments:

21.1 Members employed on or before December 31, 1984. A member who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation added to the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

Completion of 8 years -	One Thousand Dollars
Completion of 12 years -	Two Thousand Dollars
Completion of 16 years -	Three Thousand Dollars
Completion of 20 years -	Four Thousand Dollars

21.2 Members employed on or after January 1, 1985. An employee who has completed the following number of years of full-time employment with the Township will be entitled to the specified annual increments of compensation added to the employee's base pay, beginning with the next pay period following the date of completion of the applicable number of years of service:

Completion of 8 years -	Five Hundred Dollars
Completion of 12 years -	One Thousand Dollars
Completion of 16 years -	One Thousand Five Hundred Dollars

Completion of 20 years - Two Thousand Dollars

21.4 An employee shall request the longevity payment in writing to the Township's Director of Finance during the ninety (90) day period prior to the date on which the employee shall be eligible for the payment.

22. Overtime Pay:

22.1 Under N.J.S.A. 40A:14-134, an "emergency" warranting time-and-one-half pay shall exist whenever additional police officers are called in because the public safety is endangered or imperiled, as determined by the sole discretion of the Director of Public Safety or the designee of the Director of Public Safety, and as a result, additional police officers are called to duty. Examples of the latter condition might be a riot situation or a natural disaster and act of God. Payment shall be for a minimum of two (2) hours.

22.2 An "emergency" would not exist where a member must be on duty (a) on a holiday; (b) for an appearance in court, except as provided below; (c) for ceremonial duties; or, (d) a change in working hours between members of the department by reason of their own mutual agreement. In these situations either normal, straight overtime pay or compensatory time off, as the case may be shall be payable.

22.3 A member working in excess of one (1) hour beyond the end of the member's scheduled shift at the member's supervisor's discretion shall be paid at one and one-half (1 1/2) time for all time worked.

22.4 A member going to court, when on duty, shall not receive any extra compensation. A member going to court, when not on duty, shall be paid at one and one-half (1 1/2) times the member's hourly rate for the time expended, with a minimum of two (2) hours. A member going to court, when the member is on vacation, shall be paid at two (2) times the member's hourly rate for the time expended, with a minimum of two hours.

22.5 A member called in to work 4th of July, when not regularly scheduled for that day, will be eligible for overtime at one and one-half (1.5) times the member's hourly rate.

23. Insurance: There shall be provided for all members, in addition to required Workers Compensation Insurance, the following insurance:

23.1. Effective August 1, 1997 the township portion of the cost for employee Health Insurance shall be limited to 100 percent of the cost of its least expensive Health Maintenance Organization optional plan for individuals, parent and child, husband and wife and family coverage (the level shall be appropriate to the members health care needs) . If an employee chooses a plan that is more expensive the employee will be responsible for the additional cost.

23.2. Group Dental - Non-voluntary, Incentive Plan Coverage for one, two or three party, as appropriate; the cost to be borne solely by the Township. The percentage of coverage available for eligible Plan Participants shall be 100%.

23.3 Work Incurred Injury.

23.3.1 Where an employee covered under this Agreement suffers a work-connected injury or disability, the employer shall continue the employee at full pay, during the continuance of the employee's inability to work for a period of up to one year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the employer.

23.3.2 The employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and the Township may reasonably require the employee to present such certificates from time to time.

23.3.3 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Township or by its insurance carrier, then, and in that event, the burden shall be on the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and the findings by the Division of Worker's Compensation, or by the final decision of the last reviewing court shall be binding upon the parties.

23.3.4 For the purposes of this section, injury or illness incurred while the employee is attending an employer sanctioned training program shall be considered in the line of duty.

23.3.5 In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as to an injury on duty, the parties agree to be bound by the decision of the appropriate worker's compensation judgment, or, if there is an appeal therefrom, the final decision of the last reviewing court.

23.3.6 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

23.4 A member who retires from the department after completing 25 years of full-time service with the Township of Willingboro shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount not to exceed \$3,500. Effective January 1, 2004 this benefit shall not exceed \$4,500; effective January 1, 2005 the maximum benefit shall not exceed \$5,000 and effective January 1, 2006 the maximum benefit shall not exceed \$6,000 Such members may continue their coverage through the township's health benefit plan. A member may drop his or her township coverage and obtain coverage through another health benefit plan. In this case the township will make a direct payment to the health care plan not to exceed the above noted amount annually. If a member drops his or her township coverage he or she may not return at any time to the township's plan.

In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible.

23.5 The surviving spouse of a member who retires after 25 years of full-time service and who would have been eligible for coverage under Section 23.4 of this Agreement, shall be entitled to continue to participate in the insurance coverages set forth in paragraphs 23.1 Health Insurance, 23.2 (Group Dental) on an individual basis for the period calculated in Section 23.4 as if the retired member were not deceased. The Township shall continue to pay the same portion of the cost as the Township would have paid for the retired member, i.e., for individual coverage with a total premium limitation of \$ 3,000. Effective January 1, 2002 the maximum benefit shall not exceed \$3,500. If the surviving spouse has available health insurance through the employment of the spouse, then the spouse shall not be entitled to participate in the Township insurance coverage so long as such other coverage is available. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.

23.6 A member who retires from the department and who is not eligible for the coverage specified in Section 23.4 of this Agreement shall be eligible to continue to be a member of any insurance group specified above, except for Worker's Compensation coverage, provided (1) the insurance company will allow the continuation of coverage; (2) the retired member pays the full cost thereof, the payment of which is to be made to the Township Treasurer on or before December 1, March 1, July 1, and September 1 preceding the quarter for which coverage is sought. Retired members who fail to make the quarterly payment within thirty (30) days of the due date will be dropped without notice and will not be entitled to re-enroll. Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Personnel or the Division or Pensions.

23.7 The surviving spouse and dependent children of a member, who was a full-time employee of the Township at the time of the member's death, shall be entitled to continue to participate in the insurance coverages set forth in sections 23.1. (Health Insurance) and 23.2 (Group Dental) for a period of two (2) years after the death of the member. The Township shall continue to pay the same portion of the cost as the Township would have paid for the member. After the two (2) year period has expired, the surviving spouse and dependent children shall be eligible to continue to participate in the insurance coverages, provided that the surviving spouse and dependent children pay the full cost of the insurance coverage. The payment is to be made to the Township Treasurer on or before December 1, March 1, July 1 and September 1 preceding the quarter for which coverage is sought. If the surviving spouse and dependent children fail to make the quarterly payment within thirty (30) days of the due date, they will be dropped without notice and will not be entitled to re-enroll. This entire provision shall further be subject to the continued participation being permitted by the insurance company providing the coverage.

23.8 The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund so long as substantially equivalent benefits are provided. Prior to any change in plans or carriers, the Township shall notify the Lodge. . The Township shall review and discuss any proposed changes with the Lodge. In the event that the Lodge

determines to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen (15) calendar days of the notification and the matter will proceed directly to expedited arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

24. Insurance Buy-Back: The Township agrees to make a payment to any employee who elects to waive their rights to certain insurance coverage provided by the Township. The payment will be on a calendar year basis and will be paid with the first pay in January and will be paid to those employees who have filed a waiver of coverage with the Township Treasurer for the coming year. The waiver must be filed at least one (1) month in advance of the effective date of the waiver. The employee must provide proof of equivalent insurance coverage from another plan that will be in effect for the period waived. The amount of payment shall not exceed \$2,000 or 50 percent (which ever is less) of the premium for the waived insurance coverage. An employee who waives his or her coverage under this section shall not be eligible for re-enrollment until the next open enrollment period. Effective January 1, 2004 coverage year the amount of payment shall not exceed \$3,500 or 50 percent (which ever is less) of the premium for the waived insurance coverage.

25. .THIS ARTICLE INTENTIONALLY BLANK

26. Leave of Absence for Death in Family: An employee will be allowed the following time off in the case of the death of:

26.1 Father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law, from day of death up to four workdays within seven calendar days or 40 consecutive work hours.

26.2 Employees who need additional time beyond that provided in section 26.1 may receive up to an additional four workdays within seven calendar days or 40 consecutive work hours of bereavement leave utilizing sick leave, vacation leave and compensatory time..

26.3 Uncle, aunt, nephew, niece, grandparent-in-law, brother-in-law, sister-in-law, cousin of the first degree, the day of burial.

26.4 Employees who need additional time beyond that provided in Section 26.3 may receive up to an additional four workdays within seven calendar days or 40 consecutive work hours of bereavement leave utilizing sick leave, vacation leave and compensatory time subject to the approval of the Director of Public Safety.

27. Family Leave: Employees shall be entitled to family leave benefits as provided by the 1993 Family and Medical Leave Act (FMLA)

28. Replacement of Lost Personal Property: The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses or a wristwatch damaged or lost in connection with the performance of duty, provided notice of the damage or loss shall be given to the shift supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed the sum of

Fifty (\$50.00) dollars for a wristwatch or One Hundred Twenty-five (\$125.00) dollars for prescription eyeglasses.

29. Working Out of Rank: An employee who is assigned to duties normally assigned to a supervisor for a period in excess of thirty (30) consecutive days shall be paid at the rate of pay assigned to those supervisory duties for the time while so assigned.

30. Administrative Time for Lodge President: The Township agrees to allow the Lodge President to be released from his assigned duties for forty (40) hours during each calendar year. To the extent that the Lodge President does not use the allocated hours during a calendar year, up to fifteen (15) hours may be carried over into the next calendar year.

31. Payroll Deduction of Lodge Dues:

31.1 Dues of Members of the Lodge: The Township agrees to deduct the dues of members of the Lodge from the wages due to those members in accordance with a certification provided to the Township Treasurer and signed by the President and Treasurer of the Lodge setting forth the amount of the dues and the names of the members of the Lodge. The Lodge agrees that any changes in the membership of the Lodge by adding new members or by deleting existing members and any change in the amount of the dues to be deducted shall require that a new certification shall be provided to the Township Treasurer and that such certification shall be provided within thirty (30) days of the change. The Township shall be under no obligation with respect to any change in the membership or the amount of the dues until the first payroll occurring thirty (30) days after the certification is provided to the Township Treasurer.

31.2 Representation Fee in Lieu of Dues: The Township agrees, pursuant to the provisions of *N.J.S.A. 34:13A-5.5* to deduct from the wages due to non-member employees included within the bargaining unit, as defined in Section 3 of this Agreement, a Representation Fee in Lieu of Dues for services rendered by the Lodge in an amount equivalent to fifty (50%) percent of the regular membership dues, initiation fees and assessments charged by the Lodge to its own members. The procedures set forth in Section 31.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

32. Personnel Files:

32.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Personnel files are confidential records and shall be maintained by the Township under the direction of the Township Manager and may be used for evaluation purposes.

32.2 Upon advance notice and at reasonable times, any member of the Lodge may review his or her personnel file. The appointment for review must be made through the Township Manager or the designated representative of the Township Manager.

32.3 Placement of complaints or disciplinary actions in an employee's file shall be in accordance with the New Jersey Attorney General's guidelines, as required by State Statute. This is interpreted to mean only those complaints and disciplinary actions, whether brought internally or externally, that are sustained or have led to a conviction for an infraction, shall be placed in the subject officer's employee file.

32.4 Whenever a written complaint concerning an Officer or the actions of an Officer is to be placed in the personnel file, a copy shall be made available to the Officer and he or she shall have the opportunity to rebut it if so desired, with the rebuttal to be included in the personnel file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all details of the complaint, including the identity of the complainant.

32.5 All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed there from. Removal of any material from a personnel file or the addition of materials to a personnel file without the authorization of the Township Manager or the Director of Public Safety shall subject all involved to appropriate disciplinary action.


33. Full Understanding and Effect of Subsequent Legislation: This Agreement constitutes the entire Agreement between the parties. The parties agree that in the event federal or state legislation is passed which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation and further action thereto.

34. Duty to Bargain: The Township will not effect any changes to this Agreement or any changes that would affect the employee group under this Agreement without prior negotiations with the Lodge.

35. Term of Agreement: This Agreement shall be in full force and effect, **JANUARY 1, 2004 THROUGH DECEMBER 31, 2006** and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to **September 1, 2006**, or prior to September 1 of the appropriate succeeding twelve (12) month period, of its desire to negotiate a new contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.

IN WITNESS WHEREOF, the Township and the Lodge have caused this Agreement to be executed by their proper officials.

ATTEST:


Marie Annese, RMC
Township Clerk

TOWNSHIP OF WILLINGBORO

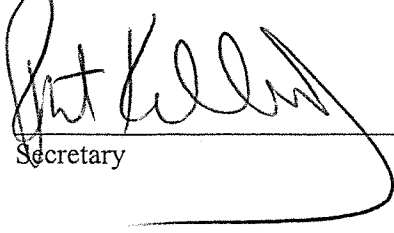
By 
Mayor

December, 2004

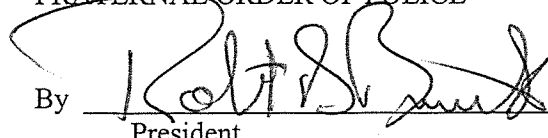
Page 21.



ATTEST:


Secretary

WILLINGBORO LODGE NO. 38
FRATERNAL ORDER OF POLICE

By 
President



RESOLUTION NO. 2004 – 170


**AUTHORIZING THE WILLINGBORO FIRE
DEPARTMENT'S APPLICATION TO DEPARTMENT OF COMMUNITY
AFFAIRS, DIVISION OF FIRE SAFETY**

WHEREAS, the Willingboro Township Fire Department wishes to make application to the Office of Training and Certification, Department of Community Affairs, Division of Fire Safety in order to hold training classes.


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 14th day of December, 2004, that Willingboro Township Council:

- (1) Approves the application to the Office of Training and Certification and the use of the facility at 398 Charleston Road, for training classes, as per the attached application; and
- (2) Authorizes Anthony J. Burnett, Fire Chief, as the authorized signator for the application.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be made part of the application to the Office of Training and Certification and that a copy be provided to the Township Manager for her information and attention.


Eddie Campbell, Jr.
Mayor

Attest:


Marie Annese, RMC
Township Clerk

ELIGIBLE ORGANIZATION
Application Form
Office of Training and Certification



1. Type of organization: New:
Update:

- Fire Department/Fire District
 Recognized Governmental Entity
 Institution of Higher Education
 Vocational-Technical School
 Other: _____

COPY

FOR OFFICIAL USE ONLY

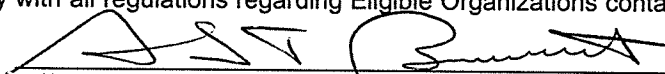
Received: _____
Check Number: _____
PO / Voucher: _____
Problem: Returned: _____
Received: _____
Approved: _____
Approved By: _____
EO Number: _____

2. Organization Name: Willingboro Township Fire Department
Mailing Address: 398 Charleston Road
City/State/Zip: Willingboro, New Jersey 08046
County: Burlington County
Phone: (609) 871 - 7476
Fax: (609) 871 - 4463
E-Mail: willingboro_fire_department@willingborotwp.org
Website: _____

3. Physical Address: 398 Charleston Road
City/State/Zip: Willingboro, New Jersey 08046

4. Authorized Signator: Anthony J. Burnett, Chief of Department
(Print Name)

I Anthony J. Burnett (Authorized Signator) hereby acknowledge that the Willingboro Fire Department (organization name) will submit to the Division of Fire Safety all required forms and documentation as required. In addition, the organization will maintain a record keeping system for all courses and attendees. The organization will also comply with all regulations regarding Eligible Organizations contained in 5:73C, et. seq.


(Authorized Signator)

This form must be completed and an Eligible Organization ID number assigned by the Division of Fire Safety before any other approvals will be issued by the Office of Training and Certification. Be sure that your Eligible Organization number appears on all applications forwarded to the Office of Training and Certification.

Only the Authorized Signator appointed by the authority having jurisdiction may sign the above statement. A copy of the resolution that appoints the authorized Signator must be included with this application. If the Authorized Signator changes, the organization must notify the Office of Training and Certification within 30 days.

Department of Community Affairs
Division of Fire Safety
Office of Training & Certification
P.O. Box 809
Trenton, NJ 08625-0809

Phone: (609) 633-6321
FAX: (609) 633-6744

Training Facility



Application Form

COPY

1. Application: New
 Update
2. Eligible Organization Name:
Willingboro Township Fire Department
Eligible Organization Number: _____
3. Type of Facility (Check all that apply):
- Classroom
 - Live Burn (Class A)
 - Live Burn (Class B)
 - Drill Tower
 - SCBA Smokehouse/Maze
 - Vehicle Fire
 - Class B Pit
 - Fire Extinguisher Training
 - Mockups (State Types):

4. Facility Name: Willingboro Fire Department
- Mailing Address: 398 Charleston Road
Willingboro, New Jersey 08046
- Physical Address: Willingboro Fire Department
398 Charleston Road
Willingboro, New Jersey 08046
- Owner Name: Willingboro Township
Owner Address: One Salem Road
Willingboro, New Jersey 08046
- Contact Person: Douglas Ramsey, Fire Captain
Phone: (609) 871-7476
Note: Contact person may be a person other than the facility representative.
5. Facility Rep: Anthony Burnett, Fire Chief
Phone: (609) 871-7476

Facility Rep Signature: *Anthony Burnett*
Signature

Date: _____

For Official Use Only

Date Received:	
Muni Code:	
Problem: Returned	
Received	
Approved:	
Approved By:	

For Official Use Only - Notes

Amended by R.1998 d.85, effective February 17, 1998.
See: 29 N.J.R. 3210(a), 30 N.J.R. 641(a).

Rewrote the section.

Amended by R.2001 d.57, effective February 20, 2001.
See: 32 N.J.R. 3253(a), 33 N.J.R. 692(b).

In (a) and (b), added references to certificates throughout.

5:73-1.10 (Reserved)

Amended by R.1997 d.123, effective March 17, 1997.

See: 28 N.J.R. 5124(a), 29 N.J.R. 869(a).

Substituted single fee for existing fee schedule.

Amended by R.2001 d.57, effective February 20, 2001.

See: 32 N.J.R. 3253(a), 33 N.J.R. 692(b).

Added references to certificates throughout.

Repealed by R.2003 d.405, effective October 20, 2003.

See: 35 N.J.R. 46(a), 35 N.J.R. 4865(a).

Section was "Fees".

5:73-1.11 NFPA standards

Copies of National Fire Protection Association (NFPA) standards incorporated by reference in this chapter may be obtained by writing to: NFPA, 1 Batterymarch Park, Quincy, MA 02269.

New Rule, R.2003 d.77, effective February 18, 2003.

See: 34 N.J.R. 3599(b), 35 N.J.R. 1055(b).

SUBCHAPTER 2. EDUCATIONAL PROGRAMS AND FACILITIES

5:73-2.1 Standards for educational programs

(a) To carry out their responsibilities, fire service personnel must be fully knowledgeable and adequately prepared. This subchapter adopts standards for fire service training and education programs.

1. Programs for firefighters must meet certain standards to ensure firefighters have the necessary skills and knowledge which the specialized and hazardous nature of fire fighting requires.

2. Programs for fire service instructors must meet certain standards to ensure they have the knowledge and skills necessary to provide instruction for fire service members.

5:73-2.2 Eligible organizations

(a) A fire department or district, a combination of fire departments or districts, an institution of higher learning, the New Jersey State Fire College or a recognized governmental entity is eligible to submit an application to offer courses or modules which meet the requirements of this chapter.

1. To ensure accountability, any module or course for a firefighter 1 certification may only be offered by a fire department or district, a combination of fire departments or districts or a recognized governmental entity.

(b) An applicant for module or course approval shall have satisfied the following requirements:

1. All courses or modules offered shall meet the knowledge and skill content, hours of instruction and facility and equipment criteria set forth in this chapter;

2. Concerning instructors of courses for fire service personnel certification, all courses shall be taught by the level of instructor required by this chapter who have satisfied the requirements for certification set forth in N.J.A.C. 5:73-5.

3. A recordkeeping system required by the Office of Training and Certification including, but not limited to, attendance, course schedules and examination scores shall be maintained.

4. Course schedules shall be provided to the Office of Training and Certification indicating the course or modules being taught or proposed to be taught and the dates and times for the course or module offering.

5:73-2.3 Procedure for approving educational programs

(a) Any eligible institution or organization may submit to the Office of Training and Certification any course or module required by this chapter for approval. The application shall be submitted on a form prescribed by the Division at least 60 days prior to the first class session of the course and shall contain all the information specified in this section.

(b) Each application shall be submitted in the name of the institution or organization by a person authorized to do so. It shall contain the following minimum information:

1. The name of the course, program, or module;

2. A description of the length of each session, the frequency of the sessions and the total number of sessions;

3. An outline showing the course or program content by session;

4. A description of any texts or materials to be used. The description shall identify whether the text or materials will be mandatory or suggested.

5. The list of certified instructors who will teach each module or course for fire service courses;

6. An estimate of the number of times the course will be offered;

7. A statement that the institution or organization will notify the Office of Training and Certification if the program is withdrawn or changed at any time;

8. A statement that the institution or organization will conduct the course or program in accordance with this standard and will maintain such records as are herein required;

9. A statement of the charges the institution has established for the course program; and

10. The facilities where instruction will take place. The description shall identify any specialized structures which may be used for teaching the course.

(c) The Department shall have the right to undertake such reviews as may be necessary to verify the accuracy of an application, or conformity with this standard. The institution, by submitting an application, expressly agrees to cooperate in such reviews.

(d) Upon verification that the program or course will satisfy the educational program requirements, the Office of Training and Certification shall:

1. Issue a letter of approval to the institution or organization which letter shall contain any terms or conditions of such approval;

2. Place the name of the institution and the course on the Division's list of approved courses. That list shall be made available to the public.

i. Any approval shall be limited in that it is effective only as long as the course conforms to the application submitted and approved.

(e) Whenever a course or program has been approved by the Division, the institution or organization offering the course may include the statement "This course is approved for credit toward a certification issued by the Department of Community Affairs" in any catalog, bulletin or informational circulars. Whenever such a statement is included, however, the catalog, bulletin or circular shall also contain a statement describing precisely the nature and extent of the approval.

(f) The Office of Training and Certification may revoke its approval, after due notice and the opportunity to be heard, whenever it ascertains that a course has lapsed, is no longer in conformity with the requirements of this chapter or the terms of the Division's approval or for other good cause. Whenever approval has been revoked or a course or module has been withdrawn by an institution or organization, a new application and approval shall be required before the course or module may again be offered as providing credit toward a certification.

(g) Any institution or organization may submit an application for approval for a course administered after January 1, 1989 so that applicants may receive credit for it. Any such application shall be judged against the standards for programs established herein.

Amended by R.1993 d.628, effective December 6, 1993.
Sec: 25 N.J.R. 4363(a), 25 N.J.R. 5466(a).

5:73-2.4 Facility requirements

(a) In order to provide firefighter training, the facilities must be adequate. The requirements of this section are the minimum requirements for firefighter training facilities.

(b) Classroom Level A requirements are as follows:

1. A separate classroom for instruction shall be provided. The classroom size shall adequately accommodate the number of students.

i. For classroom training for modules for firefighter 1, a meeting hall or large room will be accepted as an alternative to a separate classroom.

2. The following are required:

i. Adequate lighting;

ii. A writing surface for each student;

iii. Sufficient chairs for students;

iv. A chalkboard, or large pad with easel;

v. Access to overhead projector and screen;

vi. Adequate space for each student;

vii. Comfortable room temperature;

viii. Access to sanitary facilities;

ix. Sufficient electrical outlets for use of training aids; and

x. The classroom must be in a quiet area, that is, removed from disturbances.

(c) Drill Area A requirements are as follows:

1. The area to be provided for drills shall be sufficient to allow hands-on practice by all students. Sufficient area shall be provided for the following activities:

i. The tying of knots;

ii. The carrying and raising of ladders;

iii. The rolling and loading, carrying and dragging and coupling of hose; and

iv. The practice of salvage operations.

2. The following practice aids shall be available:

i. A fire hydrant or other water source;

ii. A sprinkler connection or simulated sprinkler connection; and

iii. Simulated roof area and sufficient practice boards to practice venting through roofs.

3. The following materials shall be available:

i. Fire hose, couplings and tools as specified in N.J.A.C. 5:73-4.3(a)12vi;

ELIGIBLE ORGANIZATION
Application Form
Office of Training and Certification



FOR OFFICIAL USE ONLY

Received: _____
Check Number: _____
PO / Voucher: _____
Problem: Returned: _____
 Received: _____
Approved: _____
Approved By: _____
EO Number: _____

COPY

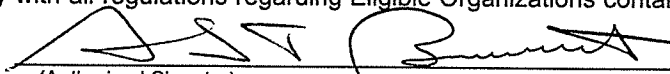
1. Type of organization: New: Update:
 Fire Department/Fire District
 Recognized Governmental Entity
 Institution of Higher Education
 Vocational-Technical School
 Other: _____

2. Organization Name: Willingboro Township Fire Department
Mailing Address: 398 Charleston Road
City/State/Zip: Willingboro, New Jersey 08046
County: Burlington County
Phone: (609) 871 - 7476
Fax: (609) 871 - 4463
E-Mail: willingboro_fire_department@willingborotwp.org
Website: _____

3. Physical Address: 398 Charleston Road
City/State/Zip: Willingboro, New Jersey 08046

4. Authorized Signator: Anthony J. Burnett, Chief of Department
(Print Name)

I Anthony J. Burnett (Authorized Signator) hereby acknowledge that the Willingboro Fire Department (organization name) will submit to the Division of Fire Safety all required forms and documentation as required. In addition, the organization will maintain a record keeping system for all courses and attendees. The organization will also comply with all regulations regarding Eligible Organizations contained in 5:73C, et. seq.


(Authorized Signator)

This form must be completed and an Eligible Organization ID number assigned by the Division of Fire Safety before any other approvals will be issued by the Office of Training and Certification. Be sure that your Eligible Organization number appears on all applications forwarded to the Office of Training and Certification.

Only the Authorized Signator appointed by the authority having jurisdiction may sign the above statement. A copy of the resolution that appoints the authorized Signator must be included with this application. If the Authorized Signator changes, the organization must notify the Office of Training and Certification within 30 days.

Amended by R.1998 d.85, effective February 17, 1998.
See: 29 N.J.R. 3210(a), 30 N.J.R. 641(a).

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1. To ensure accountability, any module or course for a firefighter 1 certification may only be offered by a fire department or district, a combination of fire departments or districts or a recognized governmental entity.

(b) An applicant for module or course approval shall have satisfied the following requirements:

1. All courses or modules offered shall meet the knowledge and skill content, hours of instruction and facility and equipment criteria set forth in this chapter;

2. Concerning instructors of courses for fire service personnel certification, all courses shall be taught by the level of instructor required by this chapter who have satisfied the requirements for certification set forth in N.J.A.C. 5:73-5.

3. A recordkeeping system required by the Office of Training and Certification including, but not limited to, attendance, course schedules and examination scores shall be maintained.

4. Course schedules shall be provided to the Office of Training and Certification indicating the course or modules being taught or proposed to be taught and the dates and times for the course or module offering.

5:73-2.3 Procedure for approving educational programs

(a) Any eligible institution or organization may submit to the Office of Training and Certification any course or module required by this chapter for approval. The application shall be submitted on a form prescribed by the Division at least 60 days prior to the first class session of the course and shall contain all the information specified in this section.

(b) Each application shall be submitted in the name of the institution or organization by a person authorized to do so. It shall contain the following minimum information:

1. The name of the course, program, or module;

2. A description of the length of each session, the frequency of the sessions and the total number of sessions;

3. An outline showing the course or program content by session;

4. A description of any texts or materials to be used. The description shall identify whether the text or materials will be mandatory or suggested.

5. The list of certified instructors who will teach each module or course for fire service courses;

6. An estimate of the number of times the course will be offered;

7. A statement that the institution or organization will notify the Office of Training and Certification if the program is withdrawn or changed at any time;

8. A statement that the institution or organization will conduct the course or program in accordance with this standard and will maintain such records as are herein required:

9. A statement of the charges the institution has established for the course program; and

10. The facilities where instruction will take place. The description shall identify any specialized structures which may be used for teaching the course.

(c) The Department shall have the right to undertake such reviews as may be necessary to verify the accuracy of an application, or conformity with this standard. The institution, by submitting an application, expressly agrees to cooperate in such reviews.

(d) Upon verification that the program or course will satisfy the educational program requirements, the Office of Training and Certification shall:

1. Issue a letter of approval to the institution or organization which letter shall contain any terms or conditions of such approval;

2. Place the name of the institution and the course on the Division's list of approved courses. That list shall be made available to the public.

i. Any approval shall be limited in that it is effective only as long as the course conforms to the application submitted and approved.

(e) Whenever a course or program has been approved by the Division, the institution or organization offering the course may include the statement "This course is approved for credit toward a certification issued by the Department of Community Affairs" in any catalog, bulletin or informational circulars. Whenever such a statement is included, however, the catalog, bulletin or circular shall also contain a statement describing precisely the nature and extent of the approval.

(f) The Office of Training and Certification may revoke its approval, after due notice and the opportunity to be heard, whenever it ascertains that a course has lapsed, is no longer in conformity with the requirements of this chapter or the terms of the Division's approval or for other good cause. Whenever approval has been revoked or a course or module has been withdrawn by an institution or organization, a new application and approval shall be required before the course or module may again be offered as providing credit toward a certification.

(g) Any institution or organization may submit an application for approval for a course administered after January 1, 1989 so that applicants may receive credit for it. Any such application shall be judged against the standards for programs established herein.

Amended by R.1993 d.628, effective December 6, 1993.
See: 25 N.J.R. 4363(a), 25 N.J.R. 5466(a).

5:73-2.4 Facility requirements

(a) In order to provide firefighter training, the facilities must be adequate. The requirements of this section are the minimum requirements for firefighter training facilities.

(b) Classroom Level A requirements are as follows:

1. A separate classroom for instruction shall be provided. The classroom size shall adequately accommodate the number of students.

i. For classroom training for modules for firefighter 1, a meeting hall or large room will be accepted as an alternative to a separate classroom.

2. The following are required:

i. Adequate lighting;

ii. A writing surface for each student;

iii. Sufficient chairs for students;

iv. A chalkboard, or large pad with easel;

v. Access to overhead projector and screen;

vi. Adequate space for each student;

vii. Comfortable room temperature;

viii. Access to sanitary facilities;

ix. Sufficient electrical outlets for use of training aids; and

x. The classroom must be in a quiet area, that is, removed from disturbances.

(c) Drill Area A requirements are as follows:

1. The area to be provided for drills shall be sufficient to allow hands-on practice by all students. Sufficient area shall be provided for the following activities:

i. The tying of knots;

ii. The carrying and raising of ladders;

iii. The rolling and loading, carrying and dragging and coupling of hose; and

iv. The practice of salvage operations.

2. The following practice aids shall be available:

i. A fire hydrant or other water source;

ii. A sprinkler connection or simulated sprinkler connection; and

iii. Simulated roof area and sufficient practice boards to practice venting through roofs.

3. The following materials shall be available:

i. Fire hose, couplings and tools as specified in N.J.A.C. 5:73-4.3(a)12vi;

Resol

2004-171

missing

RESOLUTION NO. 2004 - 172
A RESOLUTION PROVIDING FOR A MEETING NOT
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE
PROVISIONS OF THE NEW JERSEY OPEN PUBLIC
MEETINGS ACT, N.J.S.A. 10:4-12.

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


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

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

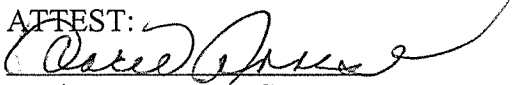
- (7) Matters relating to Litigation, Negotiations and the Attorney-Client Privilege: Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on 12/21, 2004, that an Executive Session closed to the public shall be held on 12/21, 2004, at 6:40 P.M. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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


Eddie Campbell, Jr., Mayor

ATTEST:


Marie Annese, RMC
Township Clerk

RESOLUTION NO. 2004 – 173

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE A FOURTH AMENDMENT TO THE REDEVELOPMENT AGREEMENT AND FINANCIAL AGREEMENT WITH RENEWAL WILLINGBORO, LLC AND TO EXECUTE A REDEVELOPMENT AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND WILLINGBORO TOWN CENTER URBAN RENEWAL SOUTH, LLC.

WHEREAS, the Township and ReNEWal Willingboro, L.L.C. (hereinafter "ReNEWal") previously entered into an agreement entitled the "Redevelopment Agreement Between the Township of Willingboro and ReNEWal Willingboro LLC for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter the "Agreement") which addresses the redevelopment of the former Willingboro Plaza site (hereinafter the "Property" or "Site") pursuant to a redevelopment plan adopted by the Township (hereinafter the "Redevelopment Plan"); and

WHEREAS, the Township, ReNEWal and Willingboro Urban ReNEWal, L.L.C. (hereinafter the "Parties") entered into another agreement entitled the "First Amendment to the Redevelopment Agreement Between the Township of Willingboro, ReNEWal Willingboro LLC and Willingboro Urban ReNEWal, L.L.C., (hereinafter "WUR") an urban renewal entity as defined in the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter "First Amendment"), by the terms of which WUR became a party to the Agreement, and certain provisions of the Agreement were modified or amended; and

WHEREAS, the Parties further amended the Agreement entitled "Second Amendment to the Redevelopment Agreement between the Township of Willingboro and Willingboro Urban Renewal," (hereinafter "Second Amendment") to address events that had transpired with respect to the property and redevelopment plan since the execution of the First Amendment, as well as to provide for an increased contribution by ReNEWal to the cost of construction of the Infrastructure, and to clarify and/or modify the terms by which the Infrastructure Special Assessment and the Environmental Special Assessment shall be repaid to the Township, which Second Amendment was authorized by Resolution 2002-121 on August 6, 2002; and

WHEREAS, the Parties further amended the Agreement entitled "Third Amendment to the Redevelopment Agreement between the Township of Willingboro and Willingboro Urban Renewal, L.L.C. for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter "Third Amendment") to address events that had transpired with respect to the property and redevelopment plan since the execution of the Second Amendment, as well as to provide for Willingboro Square, L.L.C.'s assumption of ReNEWal's obligation for its contribution for the Infrastructure Special Assessment and the Environmental Special Assessment, as relates to Lot 4.11, to be repaid to the Township; 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 and sale of the property; 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 is 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, ReNEWal and WUR have entered into a Purchase and Sale and Option Agreement with Delco Development L.L.C., dated September 14, 2004, as amended, providing, in part for the conveyance to Willingboro Town Center Urban Renewal South, L.L.C., as assignee of Delco Development L.L.C. as the Purchaser therein, of a portion of the subdivided ReNEWal Site comprising approximately 4.014 acres of land property appears of the Township's current tax map as Lot 4.08 in Block 3 (the "South Pad Commercial Project Site"); and

WHEREAS, Willingboro Town Center Urban Renewal South, L.L.C. proposes to develop the South Pad Commercial Project Site as a three (3) commercial buildings with associated parking and other related improvements; and

WHEREAS, the Willingboro Township Planning Board reviewed and approved the preliminary and final Site plans for the development of the South Pad Commercial Project pursuant to Resolution number 12-2004, dated August 23, 2004; and

WHEREAS, by duly adopted Resolution(s), the Township Council has consented to the sale and designates Willingboro Town Center Urban Renewal South, L.L.C. as the redeveloper of the South Pad Commercial Project Site pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, Willingboro Town Center Urban Renewal South, L.L.C. will assume responsibility for its allocated shares of the Environmental Special Assessment and the Infrastructure Special Assessment, as set forth in the ReNEWal Second Amendment and in Section 3.02 of the Agreement between Willingboro Town Center Urban Renewal South, L.L.C. and the Township attached hereto; and

WHEREAS, development of the South Pad Commercial Project Site will remain subject to the terms and conditions of the ReNEWal Redevelopment Agreement, and First, Second and Third Amendments except as set forth in Willingboro Town Center Urban Renewal South, L.L.C.'s Agreement with the Township; and

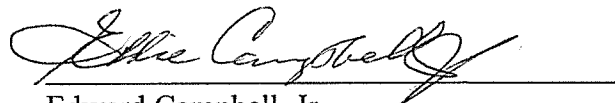
WHEREAS, the Township, ReNEWal, and WUR will enter into a Fourth Amendment to the ReNEWal Redevelopment Agreement to memorialize the sale to Delco Development L.L.C., and its assignee, Willingboro Town Center Urban Renewal South, L.L.C. and to allow Willingboro Town Center Renewal South, L.L.C. to assume Renewal's liability and responsibility for payments, as the same shall relate to Lot 4.08, of the Environmental Special Assessment and the Infrastructure Special Assessment; and

WHEREAS, the Willingboro Town Center Urban Renewal South, L.L.C. and the Township of Willingboro desire to enter into a contract to set forth in detail their respective undertakings, rights and obligations in connection with the construction of the South Pad Commercial Project Site and to specify the extent to which Willingboro Town Center Urban Renewal South, L.L.C. assumes the rights and obligations of ReNEWal, as set forth in the ReNEWal Redevelopment Agreement, with respect to the South Pad Commercial Project Site; and

WHEREAS, the development by Willingboro Town Center Urban Renewal South, LLC, is in the interest of the Township of Willingboro and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04, and as amended; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 21st day of December, 2004, that the Mayor is authorized to execute an Agreement entitled "Redevelopment Agreement for a Commercial Development on Block 3, Lot 4.08 in the Willingboro Plaza Redevelopment Area of the Township of Willingboro, Burlington County, New Jersey by and between the Township of Willingboro and Willingboro Town Center Urban Renewal South, L.L.C."; and

IT IS FURTHER RESOLVED, that the Mayor is authorized to enter into an agreement entitled "Fourth Amendment to the Redevelopment Agreement between the Township of Willingboro, ReNEWal Willingboro, L.L.C. and Willingboro Urban Renewal, L.L.C. for the Redevelopment of the Willingboro Plaza Redevelopment Area" conditioned upon Willingboro Square, L.L.C. executing the "Redevelopment Agreement" with the Township of Willingboro.



Edward Campbell, Jr.
Mayor



Marie Annese, RMC
Township Clerk

FOURTH AMENDMENT TO THE
REDEVELOPMENT AGREEMENT BETWEEN
THE TOWNSHIP OF WILLINGBORO,

RENEWAL WILLINGBORO LLC,

AND

WILLINGBORO URBAN RENEWAL, L.L.C.
FOR THE REDEVELOPMENT OF
THE WILLINGBORO PLAZA REDEVELOPMENT AREA

I. INITIAL RECITALS

THIS AGREEMENT known as the FOURTH AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN AND AMONG THE TOWNSHIP OF WILLINGBORO, RENEWAL WILLINGBORO LLC AND WILLINGBORO URBAN RENEWAL, L.L.C. FOR THE REDEVELOPMENT OF THE WILLINGBORO PLAZA REDEVELOPMENT AREA (hereinafter the "Fourth Amendment"), is made and dated this _____ day of _____, 200__ between the Township of Willingboro, New Jersey (hereinafter the "Township") and ReNEWal Willingboro LLC, a New Jersey limited liability company (hereinafter "ReNEWal") and Willingboro Urban ReNEWal, L.L.C. (hereinafter "WUR").

WHEREAS, the Township 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") (the ReNEWal Initial Agreement, ReNEWal First Amendment, ReNEWal Second Amendment and ReNEWal Third 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 and sale of the property; 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 is 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"). The Special Assessments have been allocated to the individual lots within the Willingboro Town Center Project as set forth in the table annexed hereto as Exhibit A; and

WHEREAS, ReNEWal and WUR have entered into a Purchase and Sale and Option Agreement with Delco Development, LLC, ("Delco") dated September 14, 2004, providing for the conveyance to Willingboro Town Center Urban Renewal South, LLC ("Redeveloper"), as the assignee of Purchaser therein, of a portion of the subdivided ReNEWal Site comprising approximately 4.014 acres of land, which property appears on the Township's current tax map as Lot 4.08 in Block 3 and is described by metes and bounds in Exhibit "E" to this Agreement (the "South Pad Commercial Project Site"); and

WHEREAS, Redeveloper intends to develop the South Pad Commercial Project Site and will assume responsibility for its allocated shares of the Special Assessments for Lot 4.08 as set forth in Exhibit A; and

WHEREAS, by duly adopted Resolution(s), the Township Council has consented to the sale and designated Redeveloper as the redeveloper of the South Pad Commercial Project Site pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, the Township Council intends to enter into a Redevelopment Agreement with Redeveloper to set forth in detail the Township's and Redeveloper's respective undertakings, rights and obligations in connection with the construction of the South Pad Commercial Project on the South Pad Commercial Project Site and to specify the extent to which Redeveloper assumes the rights and obligations of ReNEWal, as set forth in the ReNEWal Redevelopment Agreement, with respect to the South Pad Commercial Project Site and the South Pad Commercial Project; and

WHEREAS, upon the execution of a Redevelopment Agreement between the Township and Redeveloper, the parties desire to further amend ReNEWal's Redevelopment Agreement by entering into this Fourth Amendment to release Lot 4.08 in Block 3 as shown on the Tax Map of the Township from the terms and conditions of the ReNEWal's Redevelopment Agreement as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained in this Fourth Amendment, the parties to the renewal Redevelopment Agreement do hereby covenant and agree as follows:

II. DEFINED TERMS

1.1 All definitions contained in the ReNEWal Redevelopment Agreement shall continue to have the meanings set forth in those documents.

1.2 ReNEWal must pay its outstanding Special Assessment obligations due and payable to the Township as of the date title to Lot 4.08 passes from ReNEWal to Delco.

1.3 This amendment shall not take effect until Delco's (Willingboro Town Center Urban ReNEWal South, L.L.C.) Redevelopment Agreement with the Township has become binding and Delco has assumed its respective undertakings, rights and obligations in connection with the South Pad Commercial Project.

1.4 ReNEWal has entered into a Purchase and Sale and Option agreement dated on or about September 14, 2004 for the sale of Lot 4.08 to Delco and in connection with such sale it is anticipated that Delco will enter into distinct agreements and relationships with the Township of Willingboro independently of the Redevelopment Agreement and Financial Agreements now in place with ReNEWal and WUR. ReNEWal understands that the proposed acquirer does wish to assume the existing Financial Agreement for Long Term Tax Exemption (the "PILOT Agreement") granting tax abatement to the redevelopment area, as it relates to Lot 4.08.

1.5 ReNEWal's Redevelopment Agreement is hereby amended to redefine the definition of "Project" to delete and exclude from the Redevelopment Agreement and Financial Agreement, Lot 4.08, Block 3 as shown on the Tax Map of the Township of Willingboro. ReNEWal and WUR are hereby discharged and released from and assume all liability and responsibility for the payment, as the same shall relate to Lot 4.08, of the Environmental Special Assessment and the Infrastructure Special Assessment pursuant to that certain Redevelopment Agreement by and between the Township and Redeveloper.

1.6 As hereby so amended, ReNEWal's Redevelopment is Agreement in all respects ratified, confirmed and approved, and the designation of ReNEWal and WUR as developer and beneficiary of the Pilot Agreement are in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment effective as

of the date appearing on the first page of this Fourth Amendment.

ATTEST:

THE TOWNSHIP OF WILLINGBORO

By:

Title: Mayor

~~ATTEST:~~
WITNESS:

RENEWAL WILLINGBORO, LLC

Richard S. Goldman

By: Robert B. Stang, Managing Member of
Renewal Realty, LLC, Manager of

Title: RW Equities, LLC Managing Member
of Renewal Willingboro, LLC

~~ATTEST:~~
WITNESS:

WILLINGBORO URBAN RENEWAL, LLC

Richard S. Goldman

By: Robert B. Stang, Managing Member of
Renewal Realty, LLC, Managing Member of

Title: RW Equities, LLC, Managing Member of
Renewal Willingboro, LLC, Sole Member
of Willingboro Urban Renewal, LLC

EXHIBIT A

SPECIAL ASSESSMENT TABLE

Parcel	Total Yearly	Merck Out Parcel Lot 4.05	North Entrance Pad Lot 4.06	Sears Building Lot 4.07	South Entrance Pad Lot 4.08 ***	Library Retail Lot 4.09 *	College Retail Lot 4.10 *	SOLD Residential Sites Lot 4.11	Totals
Valuation	\$269,871.31	**\$15,434.53	**\$59,751.06	**\$35,005.67	**\$52,767.17	\$9,311.85	\$32,936.37	\$64,665.65	\$3,130,000.00
% of Total	5.72%	22.14%	12.97%	19.55%	3.45%	12.20%	23.96%	100.00%	100.00%
2003	\$270,713.26	\$15,481.68	\$59,937.47	\$35,114.88	\$52,931.79	\$9,340.90	\$33,039.13	\$64,867.39	106,913.87
2004	\$266,484.23	\$15,239.83	\$59,001.14	\$34,566.33	\$52,104.90	\$9,194.98	\$32,523.00	\$63,854.05	270,713.26
2005	\$267,646.12	\$15,306.28	\$59,258.39	\$34,717.04	\$52,332.08	\$9,235.07	\$32,664.80	\$64,132.46	266,484.23
2006	\$267,698.33	\$15,309.27	\$59,269.95	\$34,723.81	\$52,342.29	\$9,236.88	\$32,671.17	\$64,144.97	267,646.12
2007	\$267,717.86	\$15,310.38	\$59,274.27	\$34,726.34	\$52,346.11	\$9,237.55	\$32,673.55	\$64,149.65	267,698.33
2008	\$267,552.87	\$15,300.95	\$59,237.74	\$34,704.94	\$52,313.85	\$9,231.86	\$32,653.42	\$64,110.11	267,552.87
2009	\$267,423.66	\$15,293.56	\$59,209.14	\$34,688.18	\$52,288.59	\$9,227.40	\$32,637.65	\$64,079.15	267,423.66
2010	\$261,863.83	\$14,975.60	\$57,978.16	\$33,846.96	\$51,201.49	\$9,035.56	\$31,959.10	\$62,746.92	261,863.83
2011	\$260,938.36	\$14,922.67	\$57,173.25	\$33,967.00	\$51,020.54	\$9,003.62	\$31,846.15	\$62,525.17	260,938.36
2012	\$254,702.60	\$14,566.06	\$56,392.62	\$33,038.10	\$49,801.28	\$8,737.91	\$31,085.11	\$61,030.97	254,702.60
2013	\$251,914.36	\$14,406.60	\$55,775.29	\$32,848.09	\$49,256.10	\$8,692.25	\$30,906.33	\$60,679.96	251,914.36
2014	\$250,623.20	\$14,332.76	\$55,489.42	\$32,508.95	\$49,003.64	\$8,647.70	\$30,587.24	\$60,362.87	250,623.20
2015	\$248,162.30	\$14,192.03	\$54,944.56	\$32,189.74	\$48,522.47	\$8,562.79	\$30,286.90	\$59,463.81	248,162.30
2016	\$249,434.19	\$14,550.71	\$56,333.19	\$33,003.28	\$49,748.79	\$8,779.20	\$31,052.35	\$60,966.66	254,434.19
2017	\$151,570.00	\$8,668.06	\$33,558.47	\$19,660.52	\$29,636.05	\$5,229.89	\$18,498.32	\$36,318.69	151,570.00
2018	\$148,070.00	\$8,467.90	\$32,783.55	\$19,026.52	\$28,951.71	\$5,109.12	\$18,071.16	\$35,480.03	148,070.00
2019	\$139,100.00	\$7,954.92	\$30,797.54	\$18,043.00	\$27,197.83	\$4,799.62	\$16,976.42	\$33,350.67	139,100.00
Totals	\$4,619,724.20	\$248,761.56	\$963,082.44	\$564,230.12	\$850,514.37	\$159,402.62	\$563,812.99	\$1,106,962.67	\$4,456,766.75
*Rent Covers Costs									
** Out of Pocket Carry Costs on Special Assessment - Totals = \$162,957.43									
*** The South Entrance Pad (Lot 4.08) is the parcel that is the subject of that certain Redevelopment Agreement dated _____ by and between the Township of Willingboro and Willingboro Town Center Urban Renewal South, LLC									

LAW OFFICE OF MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511
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+ MEMBER NJ & NY BARS
▲ MEMBER NJ & PA BARS
◆ MEMBER NJ, DC & MA BARS

JAMES R. URQUHART▲
Email: jru@armstronglawfirm.com
TIFFANY M. WILLIAMS◆
Email: tmw@armstronglawfirm.com



March 1, 2005

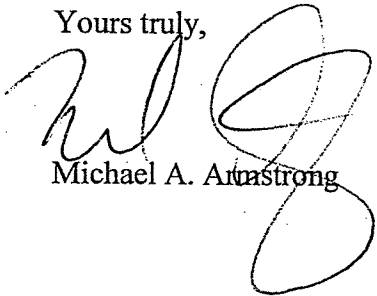
Richard S. Goldman, Esquire
Drinker, Biddle & Reath, LLP
105 College Road E.
P. O. Box 627
Princeton, New Jersey 08542

**Re: Fourth Amendment to the Redevelopment Agreement
My File No.: 530-07-02**

Dear Mr. Goldman:

Today I received two copies of the fully executed Fourth Amendment to the Redevelopment Agreement. However, I must have the original for the Township's file. To that end, kindly forward the original at your earliest convenience.

Yours truly,


Michael A. Armstrong

MAA:ji
050301

cc: Mayor and Council
Marie Annese, Clerk
Denise Rose, Twp. Manager"

LAW OFFICE OF MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE
WILLINGBORO, NEW JERSEY 08046

TELEPHONE: (609) 877-5511
FACSIMILE: (609) 877-7755



A handwritten signature in black ink, appearing to read "James R. Urquhart".

JAMES R. URQUHART
Email: jru@armstronglawfirm.com

TIFFANY M. WILLIAMS
Email: tmw@armstronglawfirm.com

MICHAEL A. ARMSTRONG+
Email: maa@armstronglawfirm.com

CRISTAL HOLMES-BOWIE
Email: chb@armstronglawfirm.com

+ MEMBER NJ & NY BARS
▲ MEMBER NJ & PA BARS
◆ MEMBER NJ, DC & MA BARS

March 21, 2005

Marie Annese, Township Clerk
Willingboro Township Municipal Complex
Township Clerk's Office
One Salem Road
Willingboro NJ 08046

RE: Renewal Delco Redevelopment Agreement
Our File No.: 530-102-04

Dear Ms. Annese:

Enclosed please find for your records, an executed copy of the Redevelopment Agreement and a copy of the Assignment of Financial Agreement for Long Term Tax Exemption between Willingboro Urban Renewal, LLC, Willingboro Town Center Urban Renewal South, LLC, and the Township of Willingboro.

Very truly yours,

A handwritten signature in black ink, appearing to read "Cristal Holmes-Bowie".
Cristal Holmes-Bowie

CHB:ab

REDEVELOPMENT
AGREEMENT

FOR

**A COMMERCIAL DEVELOPMENT ON BLOCK 3, LOT 4.08 IN
THE WILLINGBORO PLAZA REDEVELOPMENT AREA OF THE
TOWNSHIP OF WILLINGBORO, BURLINGTON COUNTY, NEW JERSEY**

BY AND BETWEEN

THE TOWNSHIP OF WILLINGBORO

AND

WILLINGBORO TOWN CENTER URBAN RENEWAL SOUTH, LLC

DATED: February 10, 2005

THIS REDEVELOPMENT AGREEMENT ("Agreement") made this 10th day of February, 2005 by and between

THE TOWNSHIP OF WILLINGBORO, a municipal corporation of the State of New Jersey having its offices at 1 Salem Road, Willingboro, New Jersey 08046 (hereinafter called the "Township");

AND

WILLINGBORO TOWN CENTER URBAN RENEWAL SOUTH, LLC, a New Jersey limited liability company having offices c/o Delco Development, LLC, 560 Fellowship Road, Suite 214, Mount Laurel, New Jersey 08054 (hereinafter called "Redeveloper").

RECITALS:

WHEREAS, the Township, acting through its Council, has adopted a redevelopment plan, as amended (the "Redevelopment Plan") for an area of approximately 146.5 acres, consisting of all properties abutting U. S. Route 130 from the Township's boundary with Burlington Township to Pennypacker Drive (the "Redevelopment Area"); and

WHEREAS, the Township 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 January __, 2005 (the "ReNEWal Fourth Amendment") (the ReNEWal Initial Agreement, the ReNEWal First Amendment, the ReNEWal Second Amendment, the ReNEWal Third Amendment, and the ReNEWal Fourth Amendment being attached hereto as Exhibits "A," "B," "C," "D", and "E" respectively, and being 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 and sale of the property; 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 is 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, ReNEWal and WUR have entered into a Purchase and Sale and Option Agreement with Delco Development, LLC, dated September 14, 2004 (the "Purchase Agreement"), providing for the conveyance to Redeveloper, as the assignee of Purchaser therein, of a portion of the subdivided ReNEWal Site comprising approximately 4.014 acres of land, which property appears on the Township's current tax map as Lot 4.08 in Block 3 and is described by metes and bounds in Exhibit "F" to this Agreement (the "South Pad Commercial Project Site"); and

WHEREAS, Redeveloper proposes to develop three commercial buildings with associated parking and other related improvements on the South Pad Commercial Project Site (the "South Pad Commercial Project"); and

WHEREAS, the Willingboro Township Planning Board granted preliminary and final Site Plan Approval for the development of the South Pad Commercial Project pursuant to Resolution No. 12-2004, dated August 23, 2004, of the Willingboro Township Planning Board (the "Site Plan Approval");

WHEREAS, Redeveloper has secured or will secure private financing for the South Pad Commercial Project and will assume responsibility for its allocated shares of the Environmental Special Assessment and the Infrastructure Special Assessment, as set forth in Section 3.02 of this Agreement; and

WHEREAS, by duly adopted Resolution(s), the Township Council has consented to the sale and designated Redeveloper as the redeveloper of the South Pad Commercial Project Site pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"); and

WHEREAS, except as set forth in this Agreement, development of the South Pad Commercial Project Site will remain subject to the term and conditions of the ReNEWal Development Agreement, and the Township, ReNEWal and WUR will enter into a Fourth Amendment to the ReNEWal Development Agreement to memorialize the modifications to the

Master Project resulting from the conveyance of the South Pad Commercial Project Site to Redeveloper; and

WHEREAS, the parties desire to enter into this Agreement to set forth in detail their respective undertakings, rights and obligations in connection with the construction of the South Pad Commercial Project on the South Pad Commercial Project Site and to specify the extent to which Redeveloper assumes the rights and obligations of ReNEWal, as set forth in the ReNEWal Redevelopment Agreement, with respect to the South Pad Commercial Project Site and the South Pad Commercial Project.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties to this Agreement do hereby covenant and agree each with the other as follows:

The foregoing recitals are incorporated herein by reference.

ARTICLE 1. SOUTH PAD COMMERCIAL PROJECT SITE AND SOUTH PAD COMMERCIAL PROJECT IDENTIFICATION.

1.01 Acquisition of South Pad Commercial Project Site. Redeveloper represents, and the Township acknowledges, that Redeveloper is the contract purchaser of the South Pad Commercial Project Site. Redeveloper will acquire title that is good and marketable and insurable by a reputable title insurance company doing business in the State of New Jersey at regular rates and without special premium, subject only to title exceptions which do not prevent the construction and intended use of the South Pad Commercial Project and which have been accepted by the Redeveloper. The Township will assist as reasonably necessary and legally possible to eliminate any title defects or encumbrances that ReNEWal and WUR are unable to remove prior to conveying the South Pad Commercial Project Site to Redeveloper.

1.02 Agreement to Construct South Pad Commercial Project. After Redeveloper acquires title to the South Pad Commercial Project Site and provided that the Governmental Approvals (as hereinafter defined) are obtained, Redeveloper will construct the South Pad Commercial Project in accordance with the Site Plan Approval attached hereto as Exhibit "G." The South Pad Commercial Project shall conform to the amended standards set forth in the Redevelopment Plan, including the amendments described in this Agreement including in Exhibit "G," and any conditions of the Site Plan Approval. The Township assumes the rights and obligations set forth in Section 3.1 of the ReNEWal Initial Agreement to the extent such rights and obligations have not already been undertaken and completed and makes the representations set forth in Section 3.3 of that document. With respect to the South Pad Commercial Project, Redeveloper assumes the redeveloper's obligations under Section 3.1 of the ReNEWal Initial Agreement to the extent such rights and obligations have not already been undertaken and completed and makes the same representations as to Redeveloper as ReNEWal under Section 3.2 of that document. All representations set forth in the ReNEWal Initial Agreement are hereby incorporated as if fully set forth herein to the extent such representations are applicable to Redeveloper, the South Pad Commercial Project and the South Pad Commercial Project Site.

1.03 The Township represents to Redeveloper that the Township is not aware of any financial obligations of Redeveloper under the ReNEWal Redevelopment Agreement other than the financial obligations set forth in this Agreement, the Financial Agreement (as defined in Section 3.04 below), and the Redeveloper's allocated share of the Special Assessments illustrated in the chart attached to this Agreement as Exhibit "H". Redeveloper will have no liabilities or obligations for any obligations under the ReNEWal Redevelopment Agreement that (1) do not relate to the South Pad Commercial Project and the South Pad Commercial Project Site or (2) arise prior to the date on which Redeveloper acquires title to the South Pad Commercial Project Site.

**ARTICLE 2. GOVERNMENTAL APPROVALS AND CONSTRUCTION
OF THE SOUTH PAD COMMERCIAL PROJECT.**

2.01 Governmental Approvals. ReNEWal and/or Redeveloper has prepared and filed or will cause to be prepared and filed such plans, drawings, documentation, presentations and applications as may be necessary and appropriate to obtain all governmental approvals required to complete the South Pad Commercial Project on the South Pad Commercial Project Site (hereinafter collectively called the "Governmental Approvals"). Township acknowledges and agrees that ReNEWal received Preliminary and Final Site Plan Approval (as the same may be amended from time to time, the "Site Plan Approval") for the South Pad Commercial Project as memorialized by Resolution No. 12-2004 adopted by the Willingboro Planning Board on August 23, 2004 and that Redeveloper shall be permitted to develop the South Pad in accordance with the Site Plan Approval.

2.02 Construction of the South Pad Commercial Project. Redeveloper and/or tenants of Redeveloper, as applicable, will commence in accordance with Section 2.04 hereof, and, thereafter, diligently prosecute to completion the construction of the South Pad Commercial Project in accordance with the Site Plan Approval. Redeveloper shall be responsible for the letting of contracts for the construction and installation of the South Pad Commercial Project improvements, supervision of construction, acceptance of the completed South Pad Commercial Project or parts thereof, and all other matters incidental to performance of the duties and powers expressly granted herein in connection with the construction of the South Pad Commercial Project. Redeveloper specifically assumes from and after the date Redeveloper takes title to the South Pad Commercial Project Site the redeveloper's obligations with respect to the South Pad Commercial Project pursuant to Subsections 7.2.1.A, B, F and G of the ReNEWal Initial Agreement to the extent such obligations have not already been performed. The Township acknowledges that some portions of the construction shall be performed by tenants of the South Pad Commercial Project (the "South Pad Tenants") including, without limitation, the construction by Bob Evans of its store. Redeveloper shall advise the Township of the portion of and nature of construction to be performed by the South Pad Tenants. Redeveloper acknowledges that the South Pad Tenants' construction shall conform to the same standards required of Redeveloper in the Redevelopment Plan with respect to any and all construction that takes place on the South Pad Commercial Project.

2.03 Infrastructure Improvements. The Township agrees to fully perform its obligations pursuant to the Redevelopment Plan and the ReNEWal Redevelopment Agreement

with respect to all infrastructure improvements affecting the South Pad Commercial Project (the "Infrastructure Improvements").

2.04 Construction Schedule. Construction of the South Pad Commercial Project will commence not later than ninety (90) days after the last of the following events, provided all of the following events have occurred: (a) completion of the Infrastructure Improvements by the Township; (b) approval of all construction plans; and (c) issuance of all building permits for all buildings and connection permits for all utilities required in connection with the South Pad Commercial Project. Substantial completion of the South Pad Commercial Project shall occur within twenty-four (24) months after the commencement of construction. "Substantial completion" for purposes of this Section 2.04 shall have the same meaning as set forth in Section 4.04 below. The time for commencement and completion of the South Pad Commercial Project shall be extended for a period of time equal to any delay due to the causes set forth in Article 7 of this Agreement or as a result of any pending or threatened administrative procedures or litigation, including appeals from or to the Governmental Approvals, that may interfere with Redeveloper's ability to begin or continue construction or complete the South Pad Commercial Project. The Township shall also in its sole discretion consider reasonable requests for extensions of the start and completion dates for other reasons.

ARTICLE 3. FINANCING AND SPECIAL ASSESSMENTS.

3.01 Private Financing. Redeveloper will secure private financing for the South Pad Commercial Project.

3.02 Special Assessments. The Township and Redeveloper agree that the South Pad Commercial Project Site's annual allocated share of 19.55% of the Special Assessments is as set forth on Exhibit "H" attached hereto (in the column identified as South Entrance Pad, Lot 4.08) which shall be due from and after the date on which Redeveloper acquires title to the South Pad Commercial Project Site. Redeveloper agrees to be responsible for this share of the Special Assessments and, upon acquiring title to the South Pad Commercial Project Site, at Redeveloper's sole option, will either (a) immediately pay its allocated share in full, or (b) commence repayment of its allocated share in accordance with Exhibit "H" attached hereto. ReNEWal and WUR will remain solely responsible for the Special Assessments allocated to the South Pad Commercial Project Site to the extent arising prior to the date on which Redeveloper takes title to the South Pad Commercial Project Site.

3.03 Waiver. Redeveloper hereby waives any rights it may have under law to challenge the Special Assessments, including its allocated share thereof and any and all rights arising from the actions of the Township to amend existing bond ordinances to provide for the Infrastructure Special Assessment and/or Environmental Special Assessment, provided, no such amendment or other actions results in an increase in the Special Assessments with respect to the South Pad Commercial Project Site.

3.04 Real Estate Taxes. Redeveloper, the Township, and WUR intend to enter into an Assignment and Assumption of Financial Agreement for Long Term Tax Exemption of that certain Financial Agreement for Long Term Tax Exemption dated December 11, 2000, between the Township and WUR with respect to the South Pad Commercial Project Site (the

“Financial Agreement”), whereby Redeveloper will assume the rights, benefits and obligations of WUR with respect to the South Pad Commercial Project Site under the Financial Agreement from and after the date on which Redeveloper acquires the South Pad Commercial Project Site.

ARTICLE 4. COVENANTS AND RESTRICTIONS.

4.01 Use Restrictions and Covenants. Redeveloper shall devote the South Pad Commercial Project Site exclusively to the uses established for the South Pad Commercial Project Site in the current Redevelopment Plan, i.e., the Redevelopment Plan in effect as of the date of this Agreement, subject to such additional uses that the Township may grant in its reasonable discretion. Notwithstanding the foregoing, the Township acknowledges and agrees that the uses contemplated by the Site Plan Approval are uses established for the South Pad Commercial Project Site in the current Redevelopment Plan. This restriction shall be a covenant running with the land, terminable upon the Township’s issuance of a Certificate of Completion (as defined in Section 4.04 below), and, if the Township so elects, shall be recorded with the deed by which Redeveloper takes title to the South Pad Commercial Project Site. The Township shall take any necessary and appropriate action to ensure that the Redevelopment Plan permits termination of the restrictions and covenants of this Article 4 with respect to the South Pad Commercial Project and the South Pad Commercial Project Site upon completion of the South Pad Commercial Project, as set forth in N.J.S.A. 40A:12A-9 and in Section 4.04 herein.

4.02 Construction Start Date. Construction of the South Pad Commercial Project will commence in accordance with the provisions of Section 2.04 of this Agreement, which the Township hereby fixes as reasonable.

4.03 Prohibition Against Transfer. Except as set forth in the last sentence of this Section 4.03, Redeveloper may not sell, lease, or otherwise transfer the South Pad Commercial Project or, the South Pad Commercial Project Site, prior to the issuance of a Certificate of Completion without the written consent of the Township, such consent not to be unreasonably withheld, conditioned or delayed. The following transfers shall not require prior approval by the Township:

- a. Utility and other development easements; or
- b. Any contract or agreement with respect to any of the foregoing exceptions.

4.04 Certificate of Completion. Upon Redeveloper’s written request after substantial completion of the South Pad Commercial Project, the Township agrees to issue a Certificate of Completion, in substantially the form attached hereto as Exhibit I and in proper form for recording, which shall acknowledge that Redeveloper has performed all of its duties and obligations under this Agreement with respect to construction of the South Pad Commercial Project and that the agreements and covenants set forth in this Agreement and in the Redevelopment Plan are satisfied and terminated. For purposes of this Section 4.04, “substantial completion” shall mean the issuance of a Certificate or Certificates of Occupancy, temporary or permanent, required upon the completion of construction of the building or buildings located on the South Pad Commercial Project Site and the substantial completion, as reasonably determined

by the Township, of all site improvements in accordance with the Site Plan Approval; provided, if pursuant to a tenant lease for a unit or premises within the South Pad Commercial Project the tenant thereunder is responsible for completing improvements necessary to obtain a Certificate of Occupancy, no Certificate of Occupancy shall be required as to such unit or premises for the issuance of a Certificate of Completion so long as Redeveloper has delivered such unit or premises to such tenant. Redeveloper's ongoing obligations with respect to the Special Assessments, the payment of real estate taxes, or other continuing obligations associated with the South Pad Commercial Project Site shall not delay or prevent the issuance of the Certificate of Completion. The Certificate of Completion shall constitute a conclusive determination, as set forth in N.J.S.A. 40A:12A-9, that the agreements and covenants set forth in this Agreement and in the Redevelopment Plan are satisfied and terminated with respect to Redeveloper's obligations to construct the South Pad Commercial Project. The Certificate of Completion shall also constitute a conclusive determination that the conditions supporting the designation of the South Pad Commercial Project Site as an area in need of redevelopment are deemed to no longer exist and that the land and improvements within the South Pad Commercial Project Site are no longer subject to the Township's exercise of eminent domain based upon the presence of those conditions. The covenants and restrictions set forth in Sections 4.01, 4.02, and 4.03 shall be deemed satisfied and shall terminate upon issuance of the Certificate of Completion.

If the Township fails to issue the Certificate of Completion in accordance with this Section 4.04 within thirty (30) days after Redeveloper's written request, the Township shall provide a written statement of its reasons for withholding the Certificate of Completion and detailing the reasonable measures that Redeveloper must take to obtain the Certificate of Completion.

ARTICLE 5. MORTGAGE FINANCING: RIGHTS OF MORTGAGEE.

5.01 Notice to Township. Prior to the completion of the South Pad Commercial Project, Redeveloper may only mortgage the South Pad Commercial Project Site or the South Pad Commercial Project for the purposes of obtaining funds necessary to acquire or carry out the South Pad Commercial Project or to refinance funds previously obtained for such purposes. Redeveloper shall obtain the consent of the Township in advance of obtaining any such mortgage for the South Pad Commercial Project Site or South Pad Commercial Project.

5.02 Notice to Mortgagee. Any Holder (as defined in Section 6.02 hereof) that notifies the Township of its interest in the South Pad Commercial Project, and provides its address for notification purposes, shall be entitled to receive copies of any notice or demand that the Township may deliver to Redeveloper with respect to any default or breach under this Agreement. The term "Holder" shall be deemed to include any mortgagee and its successors and assigns holding a lien permitted pursuant to Section 5.01 above and any mortgagee or other holder, and their successors and assigns, who obtains title to the South Pad Commercial Project Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but shall not include (a) any other party who thereafter obtains title to the South Pad Commercial Project Site or such part from or through such holder or (b) any purchaser at foreclosure sale other than the holder of the mortgage itself.

5.03 Mortgagee's Completion of South Pad Commercial Project. Any Holder who shall properly complete the South Pad Commercial Project in accordance with this agreement, shall be entitled, upon written request to the Township, to receive the Certificate of Completion as set forth in Section 4.04; provided, however, that the foregoing provision shall not be construed to grant to such Holder any rights greater than those of Redeveloper.

ARTICLE 6. DEFAULT.

6.01 Default. Except as otherwise provided in this Agreement, the default and any applicable cure provisions of the ReNEWal Redevelopment Agreement shall apply to Redeveloper and the South Pad Commercial Project after the date Redeveloper takes title to the South Pad Commercial Project Site and only to the extent that such default shall arise from the actions or inactions of the Redeveloper or its agents or tenants and continues for more than thirty (30) days following written notice thereof to Redeveloper; provided that if such default cannot be cured within such thirty-day period and Redeveloper commences to cure such default within the initial thirty (30) day period and thereafter diligently pursues such cure, then the Township will consider reasonable requests for an extension of time to complete the cure.

6.02 Mortgagee's Right to Cure Default and Assume Redeveloper's Obligations. Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, if Redeveloper defaults on the construction or completion of the South Pad Commercial Project, the holder of any mortgage authorized by this Agreement or to which the Township subsequently consents (each, a "Holder") shall have thirty (30) days from the date of its receipt of written notice of the default in which to elect to cure the default. Upon such election to cure the default, Holder shall have thirty (30) days within which to cure the default, subject to the terms and conditions of this Agreement, including the covenants and restrictions pertaining hereto. However, the foregoing provision shall not be construed to grant to such Holder any rights greater than those of Redeveloper with respect to the cure and/or remedy of any breach or default.

ARTICLE 7. DELAYS.

7.01 For the purposes of any of the provisions of this Agreement, neither the Township nor Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or in default with respect to, its obligations hereunder because of any enforced delay in the performance of such obligations, including commencement of construction, arising from causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of a public enemy, terrorism, acts or omissions of other parties (including litigation by third parties), unavailability of materials if not caused by Redeveloper's failure to order or otherwise act reasonably, fires, floods, epidemics, quarantine restrictions, strikes, freight, energy shortages, embargoes, unusual or severe weather, or delays of contractors or subcontractors due to any of the foregoing such causes, and actions or inactions by any federal, state or local governmental or quasi-governmental entity, including the Township, with respect to the Governmental Approvals or the development of the South Pad Commercial Project (including, without limitation, a failure of the Township to perform in accordance with the terms of this Agreement), if such actions or inactions are not caused by Redeveloper. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the

time or times for performance of the obligations of the Township or Redeveloper shall be extended for the period of the enforced delay or such longer period as may be reasonable as a result of the nature and effect of such delay.

ARTICLE 8. NOTICES.

8.01 A notice, demand or other communication under this Agreement by any party to the other shall be made in accordance with Section 10.7 of the ReNEWal Initial Agreement. Notice shall be given to the parties at their respective addresses set forth herein, or at such other address or addresses as any party may, from time to time, designate in writing and forward to the other in accordance with Section 10.7 of the ReNEWal Initial Agreement.

TO THE TOWNSHIP: Township Manager
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

With copies to: Township Clerk
Township of Willingboro
Municipal Complex
One Salem Road
Willingboro, NJ 08046

Michael A. Armstrong, Esq.
79 Mainbridge Lane
Willingboro, New Jersey 08046

TO REDEVELOPER: Thomas Juliano
c/o Delco Development, LLC
560 Fellowship Road, Suite 214
Mount Laurel, New Jersey 08054

With copies to: Dominic J. De Simone, Esq.
Ballard Spahr Andrews & Ingersoll, LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103

ARTICLE 9. OTHER PROVISIONS

9.01 Condemnation and Casualty. If all or any substantial portion of the South Pad Commercial Project Site is taken by condemnation or eminent domain or is damaged or destroyed by casualty prior to Redeveloper's taking title, Redeveloper may, at its option, terminate this Agreement by written notice to the Township within ten (10) business days after Redeveloper receives notice of the condemnation, taking, damage or casualty. For purposes of this provision, "substantial portion" shall mean any portion which is equal to or in excess of ten percent (10%) of the total acreage of the South Pad Commercial Project Site or that portion

which, in Redeveloper's sole discretion, would prevent the successful completion of the South Pad Commercial Project as contemplated by this Agreement.

9.02 Escrow Account. Redeveloper agrees to deposit \$10,000.00 in an escrow account established by the Township, as set forth in N.J.S.A. 40:55D-53.1, which monies may be used, as it reasonably deems necessary, to pay for any and all South Pad Commercial Project-related costs and expenses reasonably incurred by the Township, including but not limited to administrative costs and professional fees and services. If the Township expends the escrow account prior to the issuance of a Certificate of Completion as set forth in Section 4.04, the Redeveloper shall replenish the escrow account to the original amount of \$10,000.00. Those monies deposited by the Redeveloper and not spent by the Township shall be returned to the Redeveloper within thirty days after the Township issues a Certificate of Completion, as set forth in N.J.S.A. 40:55D-53.1.

9.03 No Waiver. No waiver made by any party with respect to (a) the performance of any obligation of any other party, or (b) any condition to its own performance shall be considered a waiver of any of that party's rights beyond those expressly waived in writing.

9.04 Cooperation. The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation in order to satisfy the terms and conditions of this Agreement and the development of the South Pad Commercial Project as contemplated hereunder.

9.05 Title of Articles and Sections. The titles of the several Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

9.06 Severability. The validity of any Article, Section, clause or provision of this Agreement shall not affect the validity of the remaining Articles, Sections, clauses or provisions hereof.

9.07 Successors Bound. This Agreement shall be binding upon the respective parties hereto and their successors and assigns.

9.08 Governing Law. This Agreement shall be governed by and construed by the laws of the State of New Jersey, including but not limited to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Plan and any amendments thereto agreed to by Redeveloper and the ordinances of the Township of Willingboro adopted to date with respect to the South Pad Commercial Project.

9.09 Counterparts. If this Agreement is executed in counterparts, all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

9.10 Exhibits. Any and all Exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

9.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties, except as otherwise provided herein. In case of any conflict or disparity between this Agreement and any other agreement or document, including without limitation the ReNEWal Redevelopment Agreement, this Agreement shall govern and control.

9.12 Amendments. No amendment of this Agreement shall be binding upon the parties unless it is agreed to by the parties in a writing that recites that it is made for the purpose of modifying this Agreement. All portions of this Agreement not specifically modified or amended shall remain in full force and effect as set forth herein.

9.13 Agreement Contingent on Redeveloper's Acquisition of South Pad Commercial Project Site. Notwithstanding anything to the contrary contained in this Agreement, it is acknowledged and agreed that neither Redeveloper nor the Township will have any rights or obligations under this Agreement unless and until Redeveloper acquires title to the South Pad Commercial Project Site and to the extent Redeveloper assumes the rights and obligations of WUR or ReNEWal under the ReNEWal Redevelopment Agreement, such rights and obligations will be assumed, if at all, as of the date Redeveloper acquires title to the South Pad Commercial Project Site. In the event the Purchase Agreement expires or is terminated prior to the conveyance of the South Pad Commercial Project Site to Redeveloper, then this Agreement will terminate, be of no further force and effect, and neither party will thereafter have any liability to each other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and their corporate seals (where applicable) affixed and attested to or witnessed as of the date first written above.

ATTEST:

David Bruce

THE TOWNSHIP OF WILLINGBORO

By: *Eddie Campbell, Jr.*
Eddie Campbell, Jr.
Mayor

REDEVELOPER

ATTEST:

Donna Bruner

**WILLINGBORO TOWN CENTER URBAN
RENEWAL SOUTH, LLC**

*
By: *Thomas Todorico*
Thomas Todorico, Member

* By: WILLINGBORO TOWN CENTER SOUTH
MANAGER, LLC, its sole member

***REDEVELOPMENT AGREEMENT
BETWEEN THE TOWNSHIP OF
WILLINGBORO AND RENEWAL
WILLINGBORO, L.L.C.***

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

1. INITIAL RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

2.1.10 NJDEP shall mean the New Jersey Department of Environmental Protection

- 2.1.11 No Further Action Letter or NFA shall mean a letter notice or other writing issued by NJDEP that notifies the Parties that no further Remediation shall be required on any Environmental Contamination known to exist by the Parties on the Property.
- 2.1.12 Party or Parties shall mean either or both the Township or ReNEWal as the case may be and shall not refer to any other person or entity.
- 2.1.13 Project shall mean that which is defined in paragraphs 3.1 and 7.1 of this Agreement.
- 2.1.14 Property shall mean Block No. 3, Lot No. 4.01 on the tax map of the Township of Willingboro.
- 2.1.15 Redevelopment Area shall mean the area in need of redevelopment defined pursuant to N.J.S.A. 40A:12A-1 et seq and which is more fully defined in Resolution No. - 122 adopted by the Township Council of the Township of Willingboro on September 16, 1997.
- 2.1.16 Redevelopment Plan shall mean the redevelopment plan prepared by the Planning Board of the Township of Willingboro and adopted by the Township Council of the Township of Willingboro by Ordinance No. 1998-4 on May 5, 1998.
- 2.1.17 Remediation when used in this Agreement shall mean, any clean up, correction or adjustment to any Environmental Contamination or other environmental damage to any natural resource including but not limited to air, groundwater, surface water, or soil deemed necessary by NJDEP for the issuance of a No Further Action Letter for the Property.
- 2.1.18 ReNEWal or Renewal shall mean ReNEWal Willingboro LLC, a New Jersey limited liability company, who shall be the redeveloper of the Property within the Redevelopment Area.
- 2.1.19 Sale Contract shall mean the agreement entered into between Lennar, as seller, and ReNEWal, as buyer, for the sale and purchase of the Property.
- 2.1.20 Site or the Site shall have the same meaning as the Property and as set forth in paragraph 2.1.14.
- 2.1.21 Third Party or Third Parties shall mean any person or entity other than the Township or ReNEWal as defined in this Agreement.
- 2.1.22 Township or the Township shall mean the Township of Willingboro.
- 2.1.23 UST or UST's shall mean underground storage tanks.

3. PROJECT IDENTIFICATION

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

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

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

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

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

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

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

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

4. TITLE ISSUES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. SITE CONDITIONS AND ENVIRONMENTAL ISSUES

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

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

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

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

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

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

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

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

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

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

6. FUNDING ISSUES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. DEVELOPMENT ISSUES

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

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

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

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

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

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

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

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

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

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

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

- A. Locate and continue to permit a bus stop on the Site.
- B. Include within the development, community improvements that will provide an enhancement to the residents of the Township.

8. WAIVERS

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

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

9. DEFAULT

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

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

- A. A final and unappealable determination by a court of competent jurisdiction that ReNEWal has materially breached this Agreement or otherwise failed to perform any of its material obligations under this Agreement; or
- B. A final and unappealable determination by a court of competent jurisdiction that ReNEWal is insolvent or the commencement of any bankruptcy, insolvency, liquidation or similar proceedings, however, in the event that an involuntary bankruptcy petition is filed against ReNEWal, ReNEWal shall be permitted sixty (60) days to move to dismiss such petition in which event such filing shall not be deemed a Default Event; or
- C. A notice in writing, in accordance with the notice provisions of this Agreement, addressed to the Township by ReNEWal that it has determined not to proceed with the Project.
- D. The issuance of an Order from a Court of competent jurisdiction that ReNEWal has abandoned the Project for a period of ninety (90) days.

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

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

- A. Accelerate and demand payment of all remaining funds owed by ReNEWal on the Loan; and
- B. Cancel any lease and obtain full possession of the Property with all rights and privileges related thereto; and
- C. The reversion and re-conveyance to the Township of title to all of the Property and any other property interests which were conveyed to ReNEWal under this Agreement by the Township, which shall be deemed to be conveyed by ReNEWal without any further action on its part; and
- D. Obtain from ReNEWal the rights to and delivery of the environmental data, environmental reports, and any and all permits obtained by ReNEWal, its consultants or other agents, as set forth in Section 5 of this Agreement.
- E. Terminate this Agreement and any rights which ReNEWal may have hereunder.

10. MISCELLANEOUS

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

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

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

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

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

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

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

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

As to the Township:

Township Manager
Township of Willingboro
Municipal Complex
One Salem Rd.
Willingboro, NJ 08046

With a copy to :

Township Clerk
Township of Willingboro
Municipal Complex
One Salem Rd.
Willingboro, NJ 08046

As to ReNEWal:

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

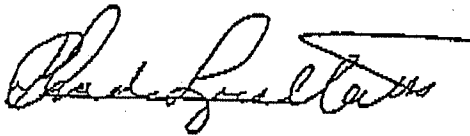
With a copy to:

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

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

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

ATTEST:

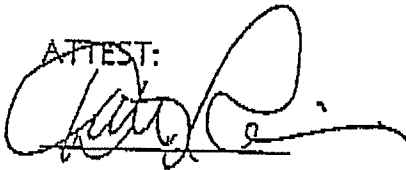


THE TOWNSHIP OF WILLINGBORO

By: Deborah D. Campbell

Mays
Title

ATTEST:



ReNEWal WILLINGBORO LLC

By: [Signature]

Managing member
Title

clean

FIRST AMENDMENT TO THE
REDEVELOPMENT AGREEMENT BETWEEN
THE TOWNSHIP OF WILLINGBORO,

RENEWAL WILLINGBORO LLC,
AND
WILLINGBORO URBAN RENEWAL, L.L.C.
FOR THE REDEVELOPMENT OF
THE WILLINGBORO PLAZA REDEVELOPMENT AREA

1. INITIAL RECITALS

This agreement known as the FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN AND AMONG THE TOWNSHIP OF WILLINGBORO, RENEWAL WILLINGBORO LLC AND WILLINGBORO URBAN RENEWAL, L.L.C. FOR THE REDEVELOPMENT OF THE WILLINGBORO PLAZA REDEVELOPMENT AREA (hereinafter the "First Amendment"), made this 15th day of December 2000, between the Township of Willingboro, New Jersey (hereinafter the "Township") and ReNEWal Willingboro LLC, a New Jersey Limited Liability Company (hereinafter "ReNEWal") in consideration of the mutual promises, provisions and exhibits set forth hereinafter and attached hereto.

WHEREAS the Township and ReNEWal (hereinafter jointly referred to as the "Parties") have entered into an Agreement entitled the "Redevelopment Agreement Between the Township of Willingboro and ReNEWal Willingboro LLC for the Redevelopment of the Willingboro Plaza Redevelopment Area" (therein and hereinafter referred to as the "Agreement") which addresses the redevelopment of the former Willingboro Plaza site (therein and hereinafter referred to as the "Property") pursuant to a redevelopment plan adopted by the Township (therein and hereinafter referred to as the "Redevelopment Plan"); and

WHEREAS the Parties herein desire to amend the Agreement and the Redevelopment Plan to conform with the undertakings of the Parties since the execution of the Agreement and the events that have transpired with respect to the Property since the time of its execution; and

WHEREAS the Redeveloper has established Willingboro Urban Renewal, L.L.C. (the "Entity"), an urban renewal entity as a wholly owned subsidiary organization to take title to the Property; and

WHEREAS the Parties wish to make the Entity a party to the Agreement, as amended; and

WHEREAS the Parties also find it necessary to undertake to execute this First Amendment in order to pursue the goals of the Redevelopment Plan with respect to the Property and to facilitate the completion of activities that will accomplish those goals, the Parties acknowledging that absent this First Amendment some of those activities would be difficult to complete; and

WHEREAS the Parties acknowledge that the timing of the matters addressed in this First Amendment is very important in order to maintain progress on the development of the Property and furthermore to accomplish all matters necessary to accommodate the construction of the facility now ongoing on the portions of the Property to be conveyed to Merck; and

WHEREAS, in consideration of the above, the Parties continue to be desirous of working together to achieve the goal of rehabilitating the Property and for such purpose are entering into this First Amendment; therefore

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

2. DEFINITIONS

- 2.0 All definitions contained in Section 2 of the Agreement are herein adopted and incorporated by reference into this First Amendment.
- 2.1 Contribution Amount shall have the meaning set forth in section 6.4.
- 2.2 First Amendment shall mean the instant document entitled "First Amendment to the Redevelopment Agreement between the Township of Willingboro and ReNEWal Willingboro LLC for the Redevelopment of the Willingboro Plaza Redevelopment Area".
- 2.3 Infrastructure shall mean certain improvements to a portion of the Property as defined in section 6.1.
- 2.4 Library shall refer to a new public library for the Township that is to be constructed on a portion of the Property as defined in section 7.0.
- 2.5 Library Agreement shall mean an agreement entered into between the Township and ReNEWal regarding the construction of the Library as defined in section 7.2.
- 2.6 Library Site shall refer to the location of the library as defined in section 7.1

- 2.7 Merck shall refer to Merck-Medco Managed Care, L.L.C., and any subsidiaries formed by Merck for purposes of taking title to the Merck Parcel and/or operating the facility constructed thereon.
- 2.8 Merck Parcel shall refer to that portion of the Property as identified in section 5.0 of this First Amendment.
- 2.9 PILOT shall mean a payment in lieu of taxes as agreed upon between ReNEWal and the Township pursuant to this First Amendment as defined in section 8.
- 2.10 ReNEWal shall have the meaning set forth in the Agreement and shall also mean Willingboro Urban Renewal L.L.C. to the extent that Willingboro Urban ReNEWal, L.L.C. undertakes any rights or obligations of ReNEWal under the Agreement and/or this First Amendment.
- 2.11 Three Party Agreement shall mean an agreement to be entered into by and among the Township, ReNEWal and Merck.

3. PURPOSE OF THE FIRST AMENDMENT

3.0 Purpose The purpose of this First Amendment is to amend the terms of the Agreement to enable the Parties to accomplish the goals of the Redevelopment Plan and the Agreement in light of the events and transactions that have taken place with respect to the Property since the signing of the Agreement by the Parties. This First Amendment and its terms reflect the desire of the Township and ReNEWal of pursuing the intent of section 3.1 of the Agreement by more clearly defining the redevelopment to take place on certain portions of the Property and furthermore establishing the rights and responsibilities of the Parties with respect to that redevelopment. The Parties acknowledge that this First Amendment is necessitated by several events that have taken place with respect to the Property since the signing of the Agreement and thus the Parties herein take steps to conform the terms of the Agreement to more specifically address steps that are necessary to pursue the original goals of the Agreement. The Parties agree that, unless specifically amended by the terms of this First Amendment, the terms of the Agreement shall remain in full force and effect. It is further agreed that should any conflict arise between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall govern.

3.1 Specific Events Subsequent The Parties herein specifically acknowledge that a number of events have taken place subsequent to the execution of the Agreement that are to the benefit of the Project and the Property and which necessitate the execution of this First Amendment. These are as follows:

- A. The Parties have discovered certain ambiguities in the zoning which was adopted for the Redevelopment Area that require clarification in order to carry out the intent of the Redevelopment Plan and the Agreement.
- B. ReNEWal has entered into an agreement with Merck which will result in Merck purchasing a portion of the Property and furthermore result in the construction of a facility to be utilized by Merck that will bring approximately 800 new jobs to the Township.
- C. The Township has determined to move its public library from its current location to a location identified on the Property for which ReNEWal will act as developer.
- D. The Project has been more clearly defined by ReNEWal such that certain Infrastructure will need to be constructed on the Property in order to accommodate the Project and its specific components and a funding mechanism will be needed to construct the Infrastructure.
- E. ReNEWal has received the Loan as contemplated by section 6.2 of the Agreement and has utilized the proceeds for the Remediation of the Environmental Contamination, demolition and site development on the Property.
- F. Certain events, including but not limited to the events in E above and the anticipated arrival of new tax ratables on the Property necessitate that real estate property tax issues are addressed at the present time.

In light of the events as stated above, the Parties have determined to agree on the specific matters set forth in this First Amendment as described hereinafter.

4. ZONING

4.0 Ambiguous Zoning In the course of planning the redevelopment of the Property, ReNEWal and its development team have determined that the Redevelopment Plan's (Such plan was attached to the Agreement as Exhibit B) zoning provisions are ambiguous with respect to what portion of the Property is considered to be the "town

center". As a result, this ambiguity may prevent ReNEWal and the Township from developing the Property in accordance with the goals of the Redevelopment Plan. Therefore ReNEWal has requested that the Township amend its Redevelopment Plan to reflect the intent to develop the entire Property into a mixed use development (town center) as contemplated in section 7.1 of the Agreement. The Township herein acknowledges that a clarification in the Redevelopment Plan's zoning provisions is necessary to remove such ambiguity and agrees to undertake steps to adopt amended Redevelopment Plan to clarify that the "town center" is considered to be the entire area bounded by State Highway Route 130, Levitt Parkway and Van Sciver Parkway and the boundary line of the Somerset Park residential section which includes the Property. Pursuant to section 7.4 of the Agreement such amendments to the Redevelopment Plan will be consistent with the nature of the Route 130 corridor as provided in the Township's Master Plan.

4.1 Additional Specific Amendments The Parties agree that additional specific amendments to the Redevelopment Plan's zoning provisions for the Property regarding, among other things, the uses and densities contemplated for the Property are necessary in order to fully carry out the intent of the Redevelopment Plan and which will allow the Property to be developed in a way most advantageous to the community. Accordingly the Township and ReNEWal hereby agree to work together to discuss specific changes to the zoning provisions needed to address such needs and to take steps to implement such changes.

5. MERCK PARCEL

5.0 Merck-Medco ReNEWal has contracted with Merck-Medco Managed Care, L.L.C., of Franklin Lakes, New Jersey, (herein "Merck") for ReNEWal to construct and convey to Merck a facility on a portion of the Property consisting of approximately 17 acres (herein the "Merck Parcel") upon which Merck will conduct an operation that may employ up to 800 people. The Merck Parcel has been the subject of a subdivision and site plan application which was approved by the Willingboro Township Planning Board. As a consequence of that contract, the Parties will be required to amend certain portions of the Agreement to allow the transfer of the Merck Parcel to Merck at the appropriate time, to construct certain improvements on the Property to accommodate the Merck Parcel and to restructure the rights and obligations of the Parties with regard to the Loan to ReNEWal. In recognition of this situation the parties agree to the following matters as contained in this section.

5.1 Three Party Agreement At the time of execution of the contract between ReNEWal and Merck, Merck has required, in conjunction with that agreement, that the Township enter into an agreement with Merck and ReNEWal to address the various issues that exist as a result of the fact that the Township is currently the record title owner of the Property pursuant to the Agreement. In acknowledgement of that fact, the Township

herein agrees to execute such a document (herein the "Three Party Agreement") in order to facilitate the completion of the Merck transaction which the Township acknowledges is consistent with the goals of the Redevelopment Plan and is very desirable to the Township because of the benefits that such transaction would bring to the Township. Consistent with this acknowledgement, the Township and ReNEWal agree to enter into the Three Party Agreement which will contain, among other matters, the following terms:

- A. An agreement by the Township to convey directly to Merck, the Merck Parcel at the appropriate time specified in the Three Party Agreement, and
- B. The release of the Merck Parcel from any obligations under the Agreement or this First Amendment including any obligations under any loans to ReNEWal at the time of conveyance, and
- C. An acknowledgement that the deposit to be paid to ReNEWal by Merck for use in constructing the Merck facility is a "vendee's lien" on the Merck Parcel which shall expire upon the transfer of the Merck Parcel to Merck, and
- D. An agreement by the Township that will permit the Merck Parcel to be encumbered by ReNEWal for purposes of obtaining construction financing to be used on the Merck facility.

The Township also agrees that it will take whatever steps are necessary to adopt a resolution authorizing the transfer of the Merck Parcel directly to Merck .

6. PROPERTY INFRASTRUCTURE

6.0 Intent The Parties acknowledge that the Property, as now planned by ReNEWal, will have certain improvements that will become dedicated to the Township as public improvements. These currently identified improvements, for purposes of this First Amendment and the Agreement, shall be herein referred to as the Infrastructure and are more specifically defined as those items set forth in section 6.1 below. It is the intent of this First Amendment to clarify the nature of the Infrastructure and to set forth the rights and obligations of the Parties with respect to that Infrastructure.

6:1 Infrastructure Defined The Infrastructure shall consist of the following items:

- A. The roads, streets, sidewalks, landscaping and /or driveways that are identified on the site plan attached to this First Amendment as Attachment 1; and
- B. The area on Attachment 1 identified as the "Park" and "Plaza" ; and
- C. Preparation of subsurface conditions for the above.

The parties acknowledge that the identification and design of the Infrastructure is at the early stages and that such infrastructure will be more clearly defined as work progresses.

6.2 Design of Infrastructure ReNEWal and the Township will work cooperatively to provide for the design of all portions of the Infrastructure. Both Parties shall have the right to approve all aspects of the design of the Infrastructure. In order to accommodate such design and approval process, the Township herein authorizes its engineer, Carl Turner, to cooperate and work directly with ReNEWal, as redeveloper, to prepare a design for the Infrastructure that accommodates the Township's concerns for the Infrastructure and that is acceptable to ReNEWal. Such cooperation and work shall result in the completion of all design components of the Infrastructure as approved by ReNEWal to be part of the overall site plan for the Property. The procedure for this cooperative effort shall be as follows:

- A. ReNEWal shall be responsible to prepare a design, in the form of schematic drawings, for the Infrastructure, the costs of which shall be paid for by ReNEWal, generally based on a design concept that includes:
 - 1. A diverse mix of uses including commercial, residential, office, service, entertainment and industrial.
 - 2. Diverse housing opportunities.
 - 3. Pedestrian and vehicular connections to adjacent neighborhoods and within the Town Center itself.
 - 4. Mass transit opportunities.
 - 5. Building typologies and street sections that create a comfortable environment for people.
 - 6. Planning an entire neighborhood as a whole rather than haphazard, leapfrog planning and development of sites.

- B. After completion of the schematic drawings by ReNEWal, the Township Engineer shall, on behalf of the Township, prepare all of the necessary contract drawings and working drawings from the schematics upon which the construction of the Infrastructure will be based. ReNEWal shall be involved in this process and shall work with the Township Engineer in that effort. ReNEWal shall have the right to approve all plans prepared by the Township Engineer before such plans become final.

6.3 Payment for Infrastructure The Township agrees that it shall be responsible to pay for the design and construction of the Infrastructure subject only to the provisions of paragraphs 6.2A and 6.4 which addresses ReNEWal's financial responsibility. The Parties estimate that the cost of the Infrastructure, as presently envisioned, will be approximately \$ 2,250,000. However the Parties also understand and agree that the specifics of the Infrastructure design are not yet in place and therefore it is impossible to set forth the final cost in this First Amendment and that the above cost number is only a reasonable estimate of the eventual cost. The Township agrees that it will take steps to finance the full cost of the construction of the Infrastructure by the issuance of municipal bonds through its bonding capacity as a municipality or from other funds available to the Township which funds are available at an equal or lower cost. The Township agrees that such bond funding shall be in place in order to accommodate the requirements set forth in paragraph 6.5 below. The Parties also agree that they will work cooperatively to obtain such public grants, loans or other funding that may be available to use for the design or construction of the Infrastructure and will share in the cost savings associated therewith in proportion to their respective contribution amounts set forth in section 6.4. It is understood that portions of the work may be done by the Township and portions done by ReNEWal as the parties may agree, all to be done in the most time effective method and at the lowest cost possible.

6.4 Contribution of ReNEWal to Cost ReNEWal agrees that it shall contribute to the cost of the construction of the Infrastructure. This contribution shall be equal to Eight Hundred Thousand Dollars (\$800,000) plus the cost of the schematic drawings referred to in Section 6.2A (herein the "Contribution Amount") and shall be paid by ReNEWal to the Township as a special assessment as set forth in paragraph 6.4.1 below (herein the "Infrastructure Special Assessment"). Apart from the obligations of ReNEWal for the Contribution Amount, ReNEWal shall have no other obligation to contribute to the cost of the Infrastructure.

6.4.1 Infrastructure Special Assessment ReNEWal hereby agrees that the Infrastructure Special Assessment is a valid special assessment imposed by the Township pursuant to N.J.S.A. 40:56-3 notwithstanding that the ordinance authorizing such Infrastructure did not originally authorize a special assessment. ReNEWal agrees that the benefit conferred upon the Property resulting from the construction of the Infrastructure is equal to the Contribution Amount referred to in Section 6.4 hereof. Therefore, ReNEWal hereby waives any rights it may have under law to challenge such special assessment

including any and all rights arising from the actions of the Township to amend existing bond ordinances to provide for the special assessments described. ReNEWal further agrees that the amount of the Infrastructure Special Assessment shall be the Contribution Amount, plus interest according to the schedule of payments required to be paid by the Township for its financing of the Infrastructure costs. Such amounts shall be calculated and set forth on a payment schedule to be agreed upon by ReNEWal and the Township in accordance with the preceding sentence. ReNEWal shall commence with the Infrastructure Special Assessment payments in the first calendar year quarter after construction of the Infrastructure commences. The Township agrees that ReNEWal shall have the right to prepay the total balance or any portion of the remaining payments at any time without the payment of a penalty or additional charges to the Township. If ReNEWal, in the event of a subdivision, sale or a partial financing of the Property, elects to prepay any portion of the Infrastructure Special Assessment, such pre-payment shall consist of an amount equal to principal amount of the Infrastructure Special Assessment divided by the number of acres comprising the property multiplied by the number of acres to be sold, subdivided or financed:

$$\frac{\text{Amount of Infrastructure Special Assessment}}{\text{Total Acres Comprising The Property}} \times \text{Number of Acres subdivided, sold or financed} = \text{Pre-Payment Amount}$$

6.5 Construction and Timing of the Infrastructure The Infrastructure shall be constructed by the Township using funds identified in section 6.3 and such construction shall be accomplished in the most cost effective manner possible. The Township acknowledges that ReNEWal, under the terms of its agreement with Merck, is obligated to complete portions of the Infrastructure by the time of substantial completion of the Merck facility. In light of ReNEWal's obligation to Merck on the timing of the Infrastructure construction, the Township agrees that it shall expeditiously commence and complete construction of the Infrastructure in a coordinated manner with ReNEWal so as to coincide with the other construction work being conducted by ReNEWal on the Property. The timing of the Infrastructure construction shall be governed by a schedule to be prepared by ReNEWal and coordinated with the Township Engineer. Both Parties acknowledge that each of them has made commitments to Merck in conjunction with the development of the Merck facility and therefore the prompt completion of the Infrastructure is critical to both the Township and ReNEWal.

6.6 Title to Infrastructure The Parties agree that after the completion of the Infrastructure pursuant to this section, the title to the Infrastructure and the underlying real property upon which it is constructed shall remain with the Township. Accordingly, to the extent required, the Agreement is hereby amended to permit the Township to retain title to those portions of the Property upon which the Infrastructure will be built. ReNEWal, as

equitable owner of the Property, agrees to relinquish its rights to title to such portions upon final completion of the Infrastructure in accordance with the plans for such construction and this First Amendment. However, ReNEWal shall be obligated to relinquish its right to obtain title to such underlying real estate only in the event that the Township fully completes the construction of the Infrastructure in accordance with the terms of this First Amendment and the design approved by ReNEWal pursuant thereto. The Parties agree to cooperate in all respects necessary, including the execution of any documentation necessary, in order to effectuate the terms of this provision.

7. TOWNSHIP LIBRARY

7.0 Library Defined It is the intention of the Township to move the Township library from its present location at the municipal building to a site located on the Property which is identified on the plan attached as Attachment 2 (herein the "Library Site"). This location is the former site of the Woolworth's building at the former Willingboro Plaza. As a consequence of this decision by the Township, it has determined that ReNEWal, as developer of the Property, is the appropriate entity to act as developer of the Library. Therefore it is the intention of this First Amendment to act as authorization for ReNEWal to act as developer of the Library Site for the construction of the new Township Library.

7.1 Cost of the Library Site The Parties acknowledge that the proposed Library Site is part of the Property and as such is part of the real property which ReNEWal, as equitable owner, is entitled to obtain title to under the Agreement. The Parties intend therefore, under this First Amendment, to make provisions for the Township to retain that portion of the Property that will be the site of the Library. Therefore ReNEWal agrees that it will relinquish its right to obtain legal title to the Library Site in exchange for a credit against payments of the Infrastructure Special Assessment, Environmental Special Assessment or any payments under the Financial Agreement to be made by ReNEWal with the Township for same in the amount of Five Hundred Thousand Dollars (\$500,000). The Parties agree that such payment shall be considered as part of the consideration contained in the Library Agreement defined in section 7.2 but that payment will be made by the Township in accordance with section 11..

7.2 Library Agreement In order for ReNEWal to act as developer for the Library and the Library Site, the Parties agree that the specific terms and details of such development and/or construction must be set forth in a document that will define the rights and responsibilities of the Parties. Since the detail that will be required in such an agreement require separate and distinct considerations that deal only with the particulars of the construction of the Library, the Parties agree in this First Amendment that a separate agreement shall be entered into between them addressing those particular concerns that

will specifically set forth all such necessary items (herein the "Library Agreement"). The Library Agreement shall address, among other things, the details of construction, the timing of construction and the cost of construction as well as all other aspects of the development and construction of the Library.

8. TAXES

8.0 Taxes The Parties acknowledge that the financing for the redevelopment of the Property has become more complex as a result of various events which have taken place, including the Environmental Remediation which has been conducted on the Property by ReNEWal, the subdivision of the Merck Parcel and the agreements reached between the Parties with respect to the Infrastructure and the Library. The Parties also acknowledge that ReNEWal has obtained from the Township the Loan (as identified in the Agreement) which has been used by ReNEWal for the benefit of the Property. In light of these developments, ReNEWal has requested that its future obligation with respect to real estate taxes on those portions of the Property to which it obtains legal title be paid in the form of a Payment in Lieu of Taxes (PILOT) pursuant to a Financial Agreement (the "Financial Agreement") between an urban renewal entity to be formed by ReNEWal and the Township as provided for under the provisions of the New Jersey Long Term Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, etseq. Therefore the Township herein agrees to enter into a separate Financial Agreement which shall address such issues with respect to payment of real estate taxes on the Property.

9. CONDEMNATION

9.0 Condemnation Proceeds Paragraph 10.6 of the Agreement is hereby supplemented and amended to provide that in the event of any condemnation of a portion of the Property, ReNEWal shall be entitled to keep any and all proceeds from such condemnation, except if such proceeds relate to a portion of the Property which the Township has retained title to after the intended use for such portion has been fully developed and/or constructed.

10. LOAN REPAYMENT

10.0 Repayment of Loan Pursuant to section 6.2 of the Agreement, the Township has issued the Loan to ReNEWal which has used the proceeds from the loan to complete the investigation, remediation and monitoring of environmental contamination on the Property. ReNEWal and the Township agree that the expenditure of such funds by

ReNEWal for such purposes has benefited the Property and that the value of such benefit is at least equal to the amount of the Loan. Section 6.2 of the Agreement also sets forth provisions for the repayment of the Loan including the timing, term and method of such repayment. In view of the premises as set forth above in this First Amendment, the parties hereby agree to modify the provisions of the Agreement that address the timing and repayment of the Loan. Accordingly the Township and ReNEWal agree as follows:

10.1 Environmental Special Assessment The Loan proceeds have been used by ReNEWal to remediate the environmental conditions on the Property for the benefit of the Property. The ~~penal sum of the Loan~~ shall herein be referred to as the "Environmental Special Assessment". The Loan shall be secured and repaid by ReNEWal as a special assessment imposed by the Township against the Property. ReNEWal hereby agrees that the Environmental Special Assessment is a valid special assessment imposed by the Township pursuant to N.J.S.A. 40:56-3 notwithstanding that the ordinance authorizing the expenditure of such funds did not originally authorize a special assessment. ReNEWal agrees that the benefit conferred upon the Property resulting from the expenditure of the Loan proceeds to remediate the environmental conditions on the Property is equal to the Environmental Special Assessment. Therefore, ReNEWal hereby waives any rights it may have under law to challenge such special assessment including any and all rights arising from the actions of the Township to amend existing bond ordinances to provide for the special assessments described herein. The Environmental Special Assessment shall be paid by ReNEWal to the Township in accordance with a schedule of payments required to be paid by the Township for its financing of the Loan. If the Loan is financed on a long term basis, such repayment amounts shall be calculated and set forth on a payment schedule to be agreed upon by ReNEWal and the Township in accordance with the preceding sentence. The Township and ReNEWal acknowledge that the Loan is presently being financed on a short term basis. During the period of such short term financing, ReNEWal shall pay, when due, the interest costs and principal sums which may be required to be paid by the Township in accordance with the requirements of sections 6.2.3 and 6.2.4 of the Agreement. In the event that ReNEWal makes any payments that reduce the principal amount of the Loan during the period of short term financing, such payments shall reduce the amount financed on a long term basis and shall be taken into account accordingly in calculating the payment schedule to be agreed upon between ReNEWal and the Township for the long term financing. The Township agrees that ReNEWal shall have the right to prepay the total balance or any portion of the remaining payments at any time without the payment of a penalty or additional charges to the Township. If ReNEWal, in the event of a subdivision, sale or a partial financing of the Property, elects to prepay any portion of the Environmental Special Assessment, such pre-payment shall consist of an amount equal to the principal amount of the Environmental Special Assessment (\$2,000,000) divided by the total number of acres comprising the Property multiplied by the number of acres subdivided, sold or financed:

\$ 2,000,000

Total Acres Comprising The Property	X	Number of Acres subdivided, sold or financed	=	Pre-Payment Amount
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To the extent that any provisions of this section 10 of this First Amendment conflict with any provisions of the Agreement regarding the repayment of the Loan, such Agreement provisions are hereby deemed to be modified by the provisions of this First Amendment.

10.2 Release of Property from Lien In consideration for the payment of the Environmental Special Assessment by ReNEWal, the Township hereby agrees to release and /or relinquish any lien which it has filed or which it may have the right to file as a result of the Loan on the Property, other than statutory liens which may result in the future due to ReNEWal's failure to pay the Environmental Special Assessment. The Township agrees to execute and record any documents which may be necessary to accomplish such a release.

11. CREDIT ON RENEWAL OBLIGATIONS

In accordance with Section 7.1 hereof, the Township is required to pay the sum of \$500,000 to ReNEWal for the value of the land upon which the Library will be constructed. At the option of the Township, which option shall be exercised at the time that the Township retains title to the Library site after such site is subdivided from the balance of the Property, this sum may be paid either directly to ReNEWal in cash or as credit against the amounts due under the Infrastructure Special Assessment, Environmental Special Assessment or any payments under the Financial Agreement as agreed upon by the Township and ReNEWal. If payment is made in the form of a credit, such credit shall be equal to \$500,000 plus interest. Such interest shall accrue on any outstanding balance of the credit not yet utilized by ReNEWal year and shall be based on a cost of funds at the time of the execution of the Library Agreement equal to the Citibank, N.A. prime rate as set forth in the Wall Street Journal Such credit shall begin being applied against the first payment due and owing by ReNEWal to the Township under any of the payment obligations set forth herein, and shall continue to be credited against future payments until the full credit, as calculated using the above formula, is exhausted. Any payments or credits due to ReNEWal pursuant to this paragraph or paragraph 7.1 shall be due (or in the case of a credit, commence) upon commencement of construction of the Library.

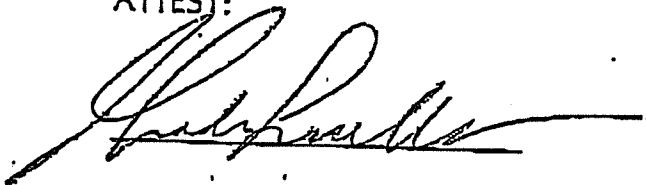
12. Designation of Urban Renewal Entities

12.0 ReNEWal has formed a wholly owned entity known as Willingboro Urban ReNEWal, L.L.C. for purposes of otherwise fulfilling certain of the developer's obligations under the Agreement. The primary purpose of the formation of Willingboro Urban ReNEWal, L.L.C. is to provide a proper mechanism for title of the Property to be conveyed by the Township in conformance with the statute and to contract with the Township, pursuant to paragraph 8 hereof, with regard to issues related to real estate taxes on the Property. In conjunction therewith, the Township agrees that Willingboro Urban ReNEWal, L.L.C. shall take title to the Property as an urban renewal entity and enter into an agreement with the Township regarding real estate taxation issues, including long term tax abatement and payments in lieu of taxes. Both Willingboro Urban ReNEWal, L.L.C. and ReNEWal shall retain the responsibility for any and all other development obligations under the Agreement and this First Amendment

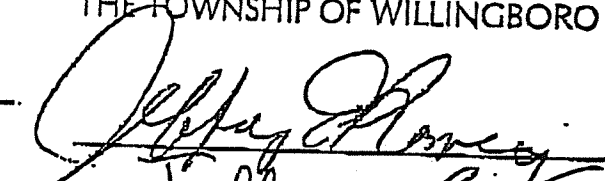
12.1 In recognition of the matters set forth in paragraph 12.0 above, the Township hereby agrees that, as soon as practicable, and in any event prior to the conveyance of any portions of the Property, it shall take such steps as are necessary in order to have Willingboro Urban ReNEWal, L.L.C. designated as a redevelopment entity pursuant to the Agreement, the Redevelopment Plan and applicable statutes so as to comply with the provisions of N.J.S.A 40A: 12A-1 et seq.

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

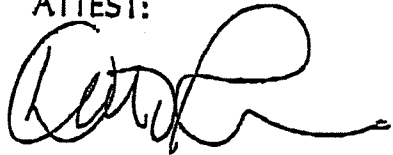
ATTEST:



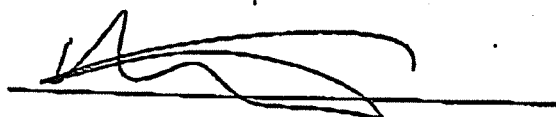
THE TOWNSHIP OF WILLINGBORO


By: Jeffrey F. Conroy
Title: Mayor

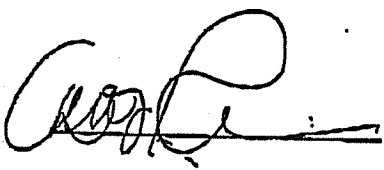
ATTEST:




RENEWAL WILLINGBORO, LLC


By: Robert B. Stang
Title: Managing Member

ATTEST



WILLINGBORO URBAN RENEWAL, LLC


By: Robert B. Stang
Title: Managing Member

SECOND AMENDMENT TO THE
 REDEVELOPMENT AGREEMENT BETWEEN
 THE TOWNSHIP OF WILLINGBORO,
 RENEWAL WILLINGBORO LLC,
 AND
 WILLINGBORO URBAN RENEWAL, L.L.C.
 FOR THE REDEVELOPMENT OF
 THE WILLINGBORO PLAZA REDEVELOPMENT AREA

I INITIAL RECITALS

This agreement know as the SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN AND AMONG THE TOWNSHIP OF WILLINGBORO, RENEWAL WILLINGBORO LLC AND WILLINGBORO URBAN RENEWAL, L.L.C. FOR THE REDEVELOPMENT OF THE WILLINGBORO PLAZA REDEVELOPMENT AREA (hereinafter the "Second Amendment"), is made and dated this day of April, 2002 between the Township of Willingboro, New Jersey (hereinafter the "Township") and ReNEWal Willingboro LLC, a New Jersey Limited Liability Company (hereinafter "ReNEWal") and Willingboro Urban ReNEWal, L.L.C. (hereinafter "WUR").

WHEREAS, the Township and ReNEWal previously entered into an agreement entitled the "Redevelopment Agreement Between the Township of Willingboro and ReNEWal Willingboro LLC for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter the "Agreement") which addresses the redevelopment of the former Willingboro Plaza site (hereinafter the "Property" or "Site") pursuant to a redevelopment plan adopted by the Township (hereinafter the "Redevelopment Plan"); and

WHEREAS, the Township, ReNEWal and Willingboro Urban ReNEWal, L.L.C. (hereinafter the "Parties") entered into an Agreement entitled the "First Amendment to the Redevelopment Agreement Between the Township of Willingboro, ReNEWal Willingboro LLC and Willingboro Urban ReNEWal, L.L.C. for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter "First Amendment"), by the terms of which WUR became a party to the Agreement, and certain provisions of the Agreement were modified or amended; and

WHEREAS, the Parties desire to further amend the Agreement as amended by the First Amendment to address events that have transpired with respect to the property and redevelopment plan since the execution of the First Amendment, as well as to provide for an increased contribution by ReNEWal to the cost of construction of the Infrastructure, and to clarify and/or modify the terms by which the Infrastructure Special Assessment and the Environmental Special Assessment shall be repaid to the Township.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained in this Agreement, the Parties to the Agreement do covenant and agree as follows:

1. DEFINED TERMS

1.01 All definitions contained in the Agreement and First Amendment shall continue to have the meanings set forth in those documents.

2. REMAINING DEVELOPMENT PARCELS

2.01 The Merck Parcel has been conveyed to Merck and has, in accordance with the terms of the First Amendment, been released from any obligations under the Agreement or the First Amendment including, without limitation, any obligations in connection with any loans to ReNEWal at the time of that conveyance, the Infrastructure Special Assessment or the Environmental Special Assessment. In addition, the Library Site, as referred to in Article 7 of the First Amendment, has been retained by the Township in consideration of a cash payment made to ReNEWal in the amount of \$500,000.00. Accordingly, the Library Site has also been released from any obligations under the Agreement or the First Amendment, including, without limitation, the Infrastructure Special Assessment or the Environmental Special Assessment. The remaining parcels that are subject to development by ReNEWal, comprising Lots 4.05, 4.06, 4.07, 4.08, 4.09 4.10, and 4.11 shall be referred to herein as, individually, a Remaining Development Parcel, and collectively, the "Remaining Development Parcels".

3. INFRASTRUCTURE SPECIAL ASSESSMENT

3.01 Increased contribution of ReNEWal to cost. ReNEWal agrees that it shall contribute to the cost of the construction of the Infrastructure the sum of One Million Dollars (\$1,000,000.00) plus the cost of the schematic drawings referred to in Section 2.1A of the First Amendment (hereinafter the "Contribution Amount"). Apart from the obligations of ReNEWal for the Contribution Amount, ReNEWal shall have no other obligation to contribute to the cost of the Infrastructure.

3.02 Repayment of Infrastructure Special Assessment. Section 6.4.1 of the First Amendment is amended to provide that the Infrastructure Special Assessment shall be paid by ReNEWal, subject to its rights in the event of a sale of any Remaining Development Parcel(s) as provided for in this Agreement, to the Township with interest in accordance with the schedule of payments attached hereto and identified as Schedule "A". *E.H.B.*

3.03 ReNEWal's Rights Upon Subdivision and Partial Sale. In the event ReNEWal elects to sell all or any of the Remaining Development Parcel(s), the Infrastructure Special Assessment, or any portion of the Assessment that remains unpaid may, if ReNEWal elects not to prepay any portion of it, be allocated to the Remaining Development Parcel(s) to be subdivided or sold (herein an "Allocated Share"). The amount of the Allocated Share shall be determined as follows:

A. The Township and ReNEWal shall agree in writing to the appointment of a qualified MAI certified appraiser, subject to the review of the Township's Tax Assessor, to conduct an appraisal of the Remaining Development Parcels. The costs of such appraisers shall be borne by ReNEWal and the appraisals, once completed, shall be made a part of this Agreement.

- B. The appraisal value of each of the individual Remaining Development Parcel(s) shall be the conclusive value of the specific parcel for tax assessment purposes and for calculation of the Allocated Share of the Infrastructure Special Assessment set forth herein.
- C. The Allocated Share of the Infrastructure Special Assessment shall be in the same proportion of the then unpaid balance of the Infrastructure Special Assessment as the proportion of the appraised value of the specific parcel bears to the total of all appraised values of the Remaining Development Parcels.
- D. By way of example, if hypothetically Parcel A is appraised by the mutually selected appraiser at \$100,000.00 and the total of all appraisal values of the Remaining Development Parcels is \$1,000,000.00, then Parcel A will be assigned an Allocated Share of ten percent (10%) of the unpaid balance of the Infrastructure Special Assessment.

3.04 ReNEWal's Obligation in Connection with Subdivision and Partial Sale. ReNEWal will, with respect to any Remaining Development Parcel that ReNEWal may elect to sell or convey, be released from its obligation to pay the Allocated Share of the Infrastructure Special Assessment for the parcel if:

- 1) ReNEWal pays the principal portion of the Allocated Share of the Infrastructure Special Assessment in full as provided for in the First Amendment, including any accrued but unpaid interest and any other costs to which the Township may be entitled; or
- 2) ReNEWal sells a remaining parcel(s) subject to the Infrastructure Special Assessment; and
 - a) The Purchaser assumes all of ReNEWal's repayment obligations for the Allocated Share of the Infrastructure Special Assessment attributed to the purchased parcel(s); and
 - b) The purchaser waives any and all rights he may have under law or equity to challenge the Infrastructure Special Assessment allocated to the purchased parcel(s) including, but not limited to, challenging the Townships' right to amend existing bond ordinances to provide for the Infrastructure Special Assessment; and
 - (c) ReNEWal and the purchaser agree, in writing, that the Infrastructure Special Assessment shall be a first lien upon the purchased parcel(s) in accordance with NJSA 40:56-33 and the purchaser agrees to waive any and all rights in law or equity to appeal the existence of the lien; and

- (d) ReNEWal submits to the Township the name, address and other pertinent information demonstrating the purchaser's credit worthiness prior to sale; and
- (e) ReNEWal agrees to make such prospective purchaser of the Remaining Development Parcel(s) aware of this agreement, and the prospective purchaser agrees to be bound by the pertinent terms of this agreement as part of the Contract of Sale for the Remaining Development Parcel that is being sold.

4. ENVIRONMENTAL SPECIAL ASSESSMENT

4.01 Repayment of Environmental Special Assessment. Section 6.4.1 of the First Amendment is amended to provide that the Environmental Special Assessment shall be paid by ReNEWal, subject to its rights in the event of a sale of any Remaining Development Parcel(s) as provided for in this Agreement, to the Township with interest in accordance with the schedule of payments attached hereto and identified as Schedule "B".

4.02 ReNEWal's Rights Upon Subdivision and Partial Sale. In the event ReNEWal elects to sell all or any of the Remaining Development Parcel(s), the Environmental Special Assessment, or any portion of the Assessment that remains unpaid may, if ReNEWal elects not to prepay any portion of it, be allocated to the Remaining Development Parcel(s) to be subdivided or sold (herein an "Allocated Share"). The amount of the Allocated Share shall be determined as follows:

A. The Township and ReNEWal shall agree in writing to the appointment of a qualified MAI certified appraiser, subject to the review of the Township's Tax Assessor, to conduct an appraisal of the Remaining Development Parcels. The costs of such appraisers shall be borne by ReNEWal and the appraisals, once completed, shall be made a part of this Agreement.

B. The appraisal value of each of the individual Remaining Development Parcel(s) shall be the conclusive value of the specific parcel for tax assessment purposes and for calculation of the Allocated Share of the Environmental Special Assessment set forth herein.

C. The Allocated Share of the Environmental Special Assessment shall be in the same proportion of the then unpaid balance of the Environmental Special Assessment as the proportion of the appraised value of the specific parcel bears to the total of all appraised values of the Remaining Development Parcels.

D. By way of example, if hypothetically Parcel A is appraised by the mutually selected appraiser at \$100,000.00 and the total of all appraisal values of the Remaining Development Parcels is \$1,000,000.00, then Parcel A will be assigned an Allocated Share of ten percent (10%) of the unpaid balance of the Environmental Special Assessment.

4.03 ReNEWal's Obligation in Connection with Subdivision and Partial Sale. ReNEWal will be released from its obligation to pay the Allocated Share of the Environmental Special Assessment if:

1. ReNEWal pays the principal portion of the Allocated Share of the Environmental Special Assessment in full as provided for in the First Amendment, including any accrued but unpaid interest and any other costs to which the Township may be entitled; or
2. ReNEWal sells an apportioned parcel(s) and:
 - (a) Purchaser assumes all of renewals repayment obligations for the Allocated share of the Environmental Special Assessment attributed to the purchase to parcels(s); and
 - (b) The purchaser waives any and all rights he may have under law or equity to challenge the Environmental Special Assessment allocated to the purchased parcel(s) including, but not limited to, challenging the Township's right to amend existing bond ordinances to provide for the Environmental Special Assessment; and
 - (c) ReNEWal and the purchaser agree, in writing, that the Environmental Special Assessment shall be a first lien upon the purchased parcel(s) in accordance with NJSA 40:56-33 and the purchaser agrees to waive any and all rights in law or equity to appeal the existence of the lien; and
 - (d) ReNEWal submits to the Township the name, address and other pertinent information demonstrating the purchaser's credit worthiness prior to sale; and
 - (e) ReNEWal agrees to make such prospective purchaser of the Remaining Development Parcel(s) aware of this agreement, and the prospective purchaser agrees to be bound by the pertinent terms of this agreement as part of the Contract of Sale for the Remaining Development Parcel that is being sold.

5. DEFAULT PROVISIONS

5.01 Section 9.4 of the Agreement entitled "Default Remedies" is amended to delete subparagraph C in its entirety.

6.01 Subsequent Conveyance by ReNEWal.


- a) Section 4.4 of the Redevelopment Agreement entitled "Subsequent Conveyance by ReNEWal" is deleted in its entirety;

- b) In accordance with N.J.S.A. 40A:12A-9, ReNEWal shall be without the power to sell, lease or otherwise transfer the redevelopment parcel(s), area, project or any part thereof, without the written consent of the Township; and
- c) In the event ReNEWal requests the written consent of the Township, the Township agrees that it shall not unreasonably withhold, delay or condition its consent.

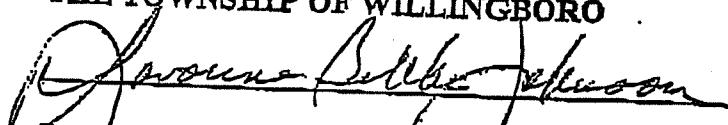
7.01 To the extent that any provisions of this Second Amendment conflict with any provisions of the Agreement and/or the First Amendment, the Second Amendment is deemed controlling.

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

ATTEST:



 Marie Annese, RMC
 Township Clerk

THE TOWNSHIP OF WILLINGBORO


 By: Lavonne Bebler Johnson
 Title: Deputy Mayor

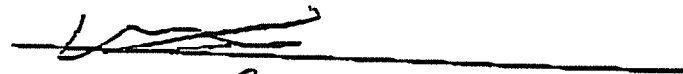
ATTEST:

RENEWAL WILLINGBORO, L.L.C.


 By: Robert B. Story
 Title: *my member*

ATTEST:

WILLINGBORO URBAN RENEWAL, L.L.C.


 By: *my member*
 Title: *my member*

WILLINGBORO
\$1,950,000 TAXABLE BONDS
PAYMENT SCHEDULE

Exhibit "B"

Environmental Special Assessment Debt Service to be Paid by RANEWal Willingboro, LLC						
Date	Principal	Coupon	Annual Interest	Periodic Interest	Total Debt Service	Annual Debt Service
9/15/01	\$0	\$0	\$0	\$0	\$0	\$0
9/15/02	0.00	0.0000%	0.00	64,502.50	64,502.50	0
9/15/03	65,000.00	6.3000%	4,095.00	64,502.50	129,502.50	519,005.00
9/15/04	0.00	0.0000%	0.00	62,455.00	62,455.00	0
9/15/05	65,000.00	6.3000%	4,095.00	62,455.00	127,455.00	189,910.00
9/15/06	0.00	0.0000%	0.00	60,407.50	60,407.50	0
9/15/07	70,000.00	6.3000%	4,410.00	60,407.50	130,407.50	190,815.00
9/15/08	0.00	0.0000%	0.00	58,360.00	58,360.00	0
9/15/09	70,000.00	6.4000%	4,480.00	58,360.00	128,360.00	186,405.00
9/15/10	0.00	0.0000%	0.00	56,312.50	56,312.50	0
9/15/11	75,000.00	6.5000%	4,875.00	56,312.50	130,962.50	186,825.00
9/15/12	0.00	0.0000%	0.00	54,265.00	54,265.00	0
9/15/13	80,000.00	6.5000%	5,200.00	54,265.00	133,525.00	187,250.00
9/15/14	0.00	0.0000%	0.00	52,217.50	52,217.50	0
9/15/15	85,000.00	6.5000%	5,525.00	52,217.50	130,925.00	186,350.00
9/15/16	0.00	0.0000%	0.00	50,170.00	50,170.00	0
9/15/17	90,000.00	6.5000%	5,850.00	50,170.00	131,625.00	186,325.00
9/15/18	0.00	0.0000%	0.00	48,122.50	48,122.50	0
9/15/19	95,000.00	6.6000%	6,270.00	48,122.50	140,192.50	185,385.00
9/15/20	0.00	0.0000%	0.00	46,075.00	46,075.00	0
9/15/21	95,000.00	6.6000%	6,270.00	46,075.00	137,657.50	179,115.00
9/15/22	0.00	0.0000%	0.00	44,027.50	44,027.50	0
9/15/23	100,000.00	6.6000%	6,600.00	44,027.50	138,572.50	177,345.00
9/15/24	0.00	0.0000%	0.00	41,980.00	41,980.00	0
9/15/25	100,000.00	6.6000%	6,600.00	41,980.00	131,625.00	171,245.00
9/15/26	0.00	0.0000%	0.00	39,932.50	39,932.50	0
9/15/27	105,000.00	6.6000%	6,930.00	39,932.50	137,322.50	169,645.00
9/15/28	0.00	0.0000%	0.00	37,885.00	37,885.00	0
9/15/29	110,000.00	6.6000%	7,260.00	37,885.00	138,257.50	167,715.00
9/15/30	0.00	0.0000%	0.00	35,837.50	35,837.50	0
9/15/31	115,000.00	6.6000%	7,590.00	35,837.50	140,227.50	165,435.00
9/15/32	0.00	0.0000%	0.00	33,790.00	33,790.00	0
9/15/33	120,000.00	6.6000%	7,920.00	33,790.00	141,472.50	162,855.00
9/15/34	0.00	0.0000%	0.00	31,742.50	31,742.50	0
9/15/35	125,000.00	6.7000%	8,375.00	31,742.50	142,472.50	159,945.00
9/15/36	0.00	0.0000%	0.00	29,695.00	29,695.00	0
9/15/37	125,000.00	6.8000%	8,500.00	29,695.00	138,285.00	151,570.00
9/15/38	0.00	0.0000%	0.00	27,647.50	27,647.50	0
9/15/39	130,000.00	6.9000%	8,970.00	27,647.50	139,285.00	148,070.00
9/15/40	0.00	0.0000%	0.00	25,600.00	25,600.00	0
9/15/41	130,000.00	7.0000%	9,100.00	25,600.00	134,450.00	139,100.00
Total	51,950,000.00		5129,095.00	51,596,340.00	53,486,240.00	53,486,240.00

Ballard - A

Infrastructure Special Assessment to be Paid by RENEWAL Willingboro, LLC

9/1/00 NIC

7.032722%

Principal Amount Due Date	Actual Willingboro Principal	Principal Renewal	Interest Rate Per Annum	Total Interest Payment	Principal Bal. Payable Due 1-1-00	Interest Due 1-1-00	Total Annual Payments
9/1/01	\$250,000	\$35,783.78	5.000%	\$46,126.32	\$23,063.26	\$56,847.06	\$79,910.30
9/1/02	260,000	35,135.14	5.000%	44,437.33	22,218.67	57,353.80	79,572.47
9/2/03	275,000	37,167.16	5.000%	47,799.13	21,359.57	58,561.73	79,967.29
9/1/04	290,000	39,189.10	5.000%	44,709.07	20,354.58	59,543.72	79,898.26
9/1/05	305,000	41,216.22	5.000%	38,603.01	19,431.51	60,647.72	80,879.23
9/1/06	325,000	43,918.92	5.000%	36,802.20	18,401.10	62,320.02	80,771.12
9/1/08	340,000	45,945.93	5.000%	34,701.38	17,357.19	63,297.14	80,646.33
9/1/09	360,000	48,668.65	5.000%	32,219.21	16,109.67	64,758.25	80,867.86
9/1/10	380,000	51,331.33	5.000%	29,876.52	14,978.26	66,289.61	81,227.87
9/2/11	405,000	54,729.73	5.000%	27,308.95	13,634.48	68,384.20	81,038.08
9/1/12	430,000	58,108.11	5.000%	24,660.72	12,320.36	70,426.47	82,748.83
9/1/13	455,000	61,466.49	5.000%	21,606.87	10,803.44	72,280.92	83,457.60
9/1/14	480,000	64,864.86	5.000%	18,592.74	9,296.37	74,161.23	83,592.71
9/2/15	505,000	68,743.24	5.100%	15,340.49	7,674.75	75,917.99	84,099.36
9/1/16	530,000	72,997.39	5.125%	11,902.06	5,951.03	78,248.33	84,168.70
9/1/17	570,000	77,027.03	5.125%	8,141.17	4,070.59	81,097.61	84,297.30
9/1/18	635,000	81,818.81	5.200%	4,216.22	2,108.11	83,189.19	94,489.19
Totals	\$7,400,000	\$1,000,000.00		\$478,293.59	\$243,483.99	\$1,243,483.99	\$1,486,971.97

The above payment schedule for \$7,400,000 is subject to change, should the Township of Willingboro refinance the principal portion of the bond issue to achieve lower long-term interest rates.

9/1/2004 1:01:15

RESOLUTION NO. 2002 - 121

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE A FINANCIAL AGREEMENT AND SECOND AMENDED REDEVELOPMENT AGREEMENT BETWEEN THE TOWNSHIP OF WILLINGBORO AND WILLINGBORO URBAN RENEWAL, LLC.

WHEREAS, the Willingboro Urban ReNewal, LLC has made application to the Township of Willingboro for approval of development plans for Block 3, Lot 4/01, by the rehabilitation of certain existing buildings thereon and the development of the parcel into a Town Center; and

WHEREAS, those conceptual development plans have been reviewed and approved by the Willingboro Township Planning Board; and

WHEREAS, the development by Willingboro Urban ReNewal, LLC is in the interest of the Township of Willingboro and in furtherance of the goals embodied in the Redevelopment Plan adopted by the Township Council in accordance with Ordinance 1998-04; and

WHEREAS, the Township and ReNEWal previously entered into an agreement entitled the "Redevelopment Agreement Between the Township of Willingboro and ReNEWal Willingboro LLC for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter the "Agreement") which addresses the redevelopment of the former Willingboro Plaza site (hereinafter the "Property" or "Site") pursuant to a redevelopment plan adopted by the Township (hereinafter the "Redevelopment Plan"); and

WHEREAS, the Township, ReNEWal and Willingboro Urban ReNEWal, L.L.C. (hereinafter the "Parties") entered into an Agreement entitled the "First Amendment to the Redevelopment Agreement Between the Township of Willingboro, ReNEWal Willingboro LLC and Willingboro Urban ReNEWal, L.L.C. for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter "First Amendment"), by the terms of which Willingboro Urban ReNEWal, LLC became a party to the Agreement, and certain provisions of the Agreement were modified or amended; and

WHEREAS, the Parties desire to further amend the Agreement and the First Amendment to address events that have transpired with respect to the property and redevelopment plan since the execution of the First Amendment to provide for an increased contribution by ReNEWal to the cost of construction of the Infrastructure, and to clarify and/or modify the terms by which the Infrastructure Special Assessment and the Environmental Special Assessment shall be repaid to the Township.

WHEREAS, it is appropriate and necessary for the Township of Willingboro to enter into a Second Amendment to the Redevelopment Agreement between the Township of Willingboro and Willingboro Urban ReNewal LLC, providing for the allocation of the Infrastructure and Environmental Special Assessments among the remaining Development Parcels as defined in the Second Amendment to the Redevelopment Agreement.

WHEREAS, the Parties also desire to amend Paragraph 4.4 of the Agreement entitled "Subsequent Conveyance by Renewal" in order to comply with N.J.S.A. 40A:12A-9.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of August, 2002, that the Financial Agreement and second amended Redevelopment Agreement between the Township of Willingboro and Willingboro Urban ReNewal LLC, substantially in accordance with the form of the document attached hereto, is approved by the Township Council subject to compliance with the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., and to the review and approval of the Township Solicitor as to the language in the clause deleting paragraph 9.4C.

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



Lavonne Bebler Johnson
Deputy Mayor



Marie Annese, RMC
Township Clerk

CERTIFIED & TRUE COPY OF RESOLUTION ADOPTED

BY WILLINGBORO TWP. COUNCIL ON

August 6, 2002



TOWNSHIP CLERK

THIRD AMENDMENT TO THE
REDEVELOPMENT AGREEMENT BETWEEN
THE TOWNSHIP OF WILLINGBORO,

RENEWAL WILLINGBORO LLC,

AND

WILLINGBORO URBAN RENEWAL, L.L.C.
FOR THE REDEVELOPMENT OF
THE WILLINGBORO PLAZA REDEVELOPMENT AREA

I. INITIAL RECITALS

This agreement known as the THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN AND AMONG THE TOWNSHIP OF WILLINGBORO, RENEWAL WILLINGBORO LLC AND WILLINGBORO URBAN RENEWAL, L.L.C. FOR THE REDEVELOPMENT OF THE WILLINGBORO PLAZA REDEVELOPMENT AREA (hereinafter the "Third Amendment"), is made and dated this _____ day of October, 2003 between the Township of Willingboro, New Jersey (hereinafter the "Township") and ReNEWal Willingboro LLC, a New Jersey limited liability company (hereinafter "ReNEWal") and Willingboro Urban ReNEWal, L.L.C. (hereinafter "WUR").

WHEREAS, the Township and ReNEWal previously entered into an Agreement entitled the "Redevelopment Agreement, between the Township of Willingboro and ReNEWal Willingboro LLC for the Redevelopment of the Willingboro Plaza Redevelopment Area" (hereinafter the "Agreement") which addresses the redevelopment of the former Willingboro Plaza site (hereinafter the "Property" or "Site") pursuant to a redevelopment plan adopted by the Township (hereinafter the "Redevelopment Plan"); and

WHEREAS, the Township, ReNEWal and WUR (hereinafter the "Parties") amended the Agreement pursuant to that certain "First Amendment to the Redevelopment Agreement between the Township of Willingboro, ReNEWal, Willingboro LLC and Willingboro Urban Renewal, L.L.C. for the redevelopment of the Willingboro Plaza Redevelopment area" (hereinafter "First Amendment") by the terms of which WUR became a party to the Agreement and certain provisions of the Agreement were modified or amended; and

WHEREAS, the parties further amended the Agreement to provide for an increased contribution by ReNEWal to the cost of construction of the Infrastructure, and to clarify and/or modify the terms by which the Infrastructure Special Assessment and the Environmental Special Assessment shall be repaid to the Township; and

WHEREAS, the parties desire to again amend the Agreement by entering into this Third Amendment to address events that have transpired with respect to the Property and Redevelopment Plan since the execution of the Second Amendment.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained in this Third Amendment, the parties to the Agreement do hereby covenant and agree as follows:

II. DEFINED TERMS

1.1 All definitions contained in the Agreement, First Amendment, and Second Amendment shall continue to have the meanings set forth in those documents.

1.2 Lot 4.11 in Block 3 is designated under the Redevelopment Plan for Residential Retail Development. ReNEWal has entered into an Agreement dated October 2, 2002 for the sale of Lot 4.11 to Willingboro Square LLC of Woodbridge, New Jersey and in connection with such sale it is anticipated that Willingboro Square LLC of Woodbridge, New Jersey will enter into distinct agreements and relationships with the Township of Willingboro independently of the Redevelopment Agreement and Financial Agreements now in place with ReNEWal and WUR. ReNEWal understands that the proposed acquirer does not wish to assume the existing Financial Agreement for Long Term Tax Exemption (the "PILOT Agreement") granting tax abatement to the redevelopment area, as it relates to Lot 4.11.

1.3 The Pilot Agreement, Redevelopment Agreement, First Amendment and Second Amendment to the Redevelopment Agreement are each hereby amended to redefine the definition of "Project" to delete and exclude from the Redevelopment Agreement and Financial Agreement, Lot 4.11, Block 3 as shown on the Tax Map of the Township of Willingboro. ReNEWal and WUR are hereby discharged and released from and Willingboro Square LLC of Woodbridge, New Jersey does hereby assume all liability and responsibility for the payment, as the same shall relate to Lot 4.11, of the Environmental Special Assessment and the Infrastructure Special Assessment.

1.4 As hereby so amended, each of the Agreement, First Amendment and Second Amendment are in all respects ratified, confirmed and approved, and the designation of ReNEWal and WUR as developer and beneficiary of the Pilot Agreement are in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment effective as

of the date appearing on the first page of this Third Amendment.

ATTEST:

David Arsenau

THE TOWNSHIP OF WILLINGBORO

Paul L. Stephenson

By: *Paul L. Stephenson*

Title: *Mayor*

ATTEST:

Michelle Cameron

RENEWAL WILLINGBORO, LLC

[Signature]

By: *Robert B. Stang*

Title: *managing member*

ATTEST:

Michelle Cameron

WILLINGBORO URBAN RENEWAL, LLC

[Signature]

By: *Robert B. Stang*

Title: *managing member*

ATTEST

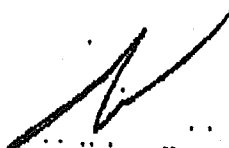
WILLINGBORO SQUARE OF WOODBRIDGE,
NEW JERSEY

By:

Title:

The undersigned consents to Paragraphs 1.2 and 1.3 of this Third Amendment for the limited purpose of acknowledging that it has entered into a Redevelopment Agreement with the Township of Willingboro by which it assumes the obligations of ReNEWal and WUR with respect to Lot 4.11 in Block 3.

WITNESS:




Name: _____

Title: _____

WILLINGBORO SQUARE, L.L.C.

By: Barlis Property Management, L.L.C.

By: _____


HENRY STEIN
Member

LAW OFFICES

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

1735 MARKET STREET, 5TH FLOOR
PHILADELPHIA, PENNSYLVANIA 19103-7599
215-565-8500
FAX: 215-864-8899
WWW.BALLARDSPAHR.COM

BALTIMORE, MD
DENVER, CO
SALT LAKE CITY, UT
Voorhees, NJ
WASHINGTON, DC
WILMINGTON, DE

PLEASE DELIVER AS SOON AS POSSIBLE TO:

RECIPIENT	COMPANY	FAX No.	PHONE No.
Jeffrey S Beenstock		(856) 761-9017	(856) 761-3417

From:	Dominic J. De Simone	Date:	December 16, 2004
Phone:	(215) 864-8704	Matter:	096221
Fax:	(215) 864-9952		
E-mail:	desimone@ballardspahr.com		

Total number of pages including this page: 5
If you do not receive all the pages, please call (215) 864-8547

Delco Development: THIRD AMENDMENT

Please Note: The information contained in this facsimile message is privileged and confidential and is intended only for the use of the individual or entity named above and others who have been specifically authorized to receive it. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received the communication in error, or if any problems occur with transmission, please notify us immediately by telephone. Thank you.

FOURTH AMENDMENT TO THE
REDEVELOPMENT AGREEMENT BETWEEN
THE TOWNSHIP OF WILLINGBORO,

RENEWAL WILLINGBORO LLC,

AND

WILLINGBORO URBAN RENEWAL, L.L.C.
FOR THE REDEVELOPMENT OF
THE WILLINGBORO PLAZA REDEVELOPMENT AREA

I. INITIAL RECITALS

THIS AGREEMENT known as the FOURTH AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN AND AMONG THE TOWNSHIP OF WILLINGBORO, RENEWAL WILLINGBORO LLC AND WILLINGBORO URBAN RENEWAL, L.L.C. FOR THE REDEVELOPMENT OF THE WILLINGBORO PLAZA REDEVELOPMENT AREA (hereinafter the "Fourth Amendment"), is made and dated this _____ day of _____, 200__ between the Township of Willingboro, New Jersey (hereinafter the "Township") and ReNEWal Willingboro LLC, a New Jersey limited liability company (hereinafter "ReNEWal") and Willingboro Urban ReNEWal, L.L.C. (hereinafter "WUR").

WHEREAS, the Township 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") (the ReNEWal Initial Agreement, ReNEWal First Amendment, ReNEWal Second Amendment and ReNEWal Third 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 and sale of the property; 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 is 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"). The Special Assessments have been allocated to the individual lots within the Willingboro Town Center Project as set forth in the table annexed hereto as Exhibit A; and

WHEREAS, ReNEWal and WUR have entered into a Purchase and Sale and Option Agreement with Delco Development, LLC, ("Delco") dated September 14, 2004, providing for the conveyance to Willingboro Town Center Urban Renewal South, LLC ("Redeveloper"), as the assignee of Purchaser therein, of a portion of the subdivided ReNEWal Site comprising approximately 4.014 acres of land, which property appears on the Township's current tax map as Lot 4.08 in Block 3 and is described by metes and bounds in Exhibit "E" to this Agreement (the "South Pad Commercial Project Site"); and

WHEREAS, Redeveloper intends to develop the South Pad Commercial Project Site and will assume responsibility for its allocated shares of the Special Assessments for Lot 4.08 as set forth in Exhibit A; and

WHEREAS, by duly adopted Resolution(s), the Township Council has consented to the sale and designated Redeveloper as the redeveloper of the South Pad Commercial Project Site pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, the Township Council intends to enter into a Redevelopment Agreement with Redeveloper to set forth in detail the Township's and Redeveloper's respective undertakings, rights and obligations in connection with the construction of the South Pad Commercial Project on the South Pad Commercial Project Site and to specify the extent to which Redeveloper assumes the rights and obligations of ReNEWal, as set forth in the ReNEWal Redevelopment Agreement, with respect to the South Pad Commercial Project Site and the South Pad Commercial Project; and

WHEREAS, upon the execution of a Redevelopment Agreement between the Township and Redeveloper, the parties desire to further amend ReNEWal's Redevelopment Agreement by entering into this Fourth Amendment to release Lot 4.08 in Block 3 as shown on the Tax Map of the Township from the terms and conditions of the ReNEWal's Redevelopment Agreement as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained in this Fourth Amendment, the parties to the renewal Redevelopment Agreement do hereby covenant and agree as follows:

II. DEFINED TERMS

1.1 All definitions contained in the ReNEWal Redevelopment Agreement shall continue to have the meanings set forth in those documents.

1.2 ReNEWal must pay its outstanding Special Assessment obligations due and payable to the Township as of the date title to Lot 4.08 passes from ReNEWal to Delco.

1.3 This amendment shall not take effect until Delco's (Willingboro Town Center Urban ReNEWal South, L.L.C.) Redevelopment Agreement with the Township has become binding and Delco has assumed its respective undertakings, rights and obligations in connection with the South Pad Commercial Project.

1.4 ReNEWal has entered into a Purchase and Sale and Option agreement dated on or about September 14, 2004 for the sale of Lot 4.08 to Delco and in connection with such sale it is anticipated that Delco will enter into distinct agreements and relationships with the Township of Willingboro independently of the Redevelopment Agreement and Financial Agreements now in place with ReNEWal and WUR. ReNEWal understands that the proposed acquirer does wish to assume the existing Financial Agreement for Long Term Tax Exemption (the "PILOT Agreement") granting tax abatement to the redevelopment area, as it relates to Lot 4.08.

1.5 ReNEWal's Redevelopment Agreement is hereby amended to redefine the definition of "Project" to delete and exclude from the Redevelopment Agreement and Financial Agreement, Lot 4.08, Block 3 as shown on the Tax Map of the Township of Willingboro. ReNEWal and WUR are hereby discharged and released from and assume all liability and responsibility for the payment, as the same shall relate to Lot 4.08, of the Environmental Special Assessment and the Infrastructure Special Assessment pursuant to that certain Redevelopment Agreement by and between the Township and Redeveloper.

1.6 As hereby so amended, ReNEWal's Redevelopment is Agreement in all respects ratified, confirmed and approved, and the designation of ReNEWal and WUR as developer and beneficiary of the Pilot Agreement are in all respects ratified, confirmed and approved.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment effective as

of the date appearing on the first page of this Fourth Amendment.

ATTEST:

THE TOWNSHIP OF WILLINGBORO

[Handwritten Signature]

By: *[Handwritten Signature]*

Title: Mayor

ATTEST:

RENEWAL WILLINGBORO, LLC

By: _____

Title: _____

ATTEST:

WILLINGBORO URBAN RENEWAL, LLC

By: _____

Title: _____

LEGAL DESCRIPTION

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:

BEGINNING at a point in the southeasterly line of New Jersey State Highway Route 130, said point being in the division line between Lots 1 and 4.08, Block 3 on plan of Willingboro Town Center, major subdivision of Lot 4.01, Block 3, filed in the Burlington County Clerk's office on January 26, 2001 as Map #3481235 and continues; thence

- (1) Along said highway, North 50 degrees 14 minutes 03 seconds East, a distance of 266.45 feet; thence
- (2) North 74 degrees 44 minutes 03 seconds East, a distance of 364.62 feet; thence
- (3) South 46 degrees 20 minutes 52 seconds East, a distance of 145.90 feet; thence
- (4) Southeasterly, southerly and southwesterly along a curve to the right, having an arc distance of 33.19 feet, a radius of 20.00 feet on a central angle of 95 degrees 03 minutes 12 seconds and being subtended by a chord which bears South 01 degrees 10 minutes 44 seconds West, 29.50 feet; thence
- (5) South 48 degrees 42 minutes 20 seconds West, a distance of 486.50 feet; thence
- (6) South 20 degrees 13 minutes 48 seconds West, a distance of 85.24 feet; thence
- (7) South 48 degrees 40 minutes 21 seconds West, a distance of 35.50 feet to the intersection of the southwesterly corner of proposed Lot 4.08 and the southeasterly corner of Block 3, Lot 1; thence
- (8) North 39 degrees 45 minutes 57 seconds West, a distance of 375.00 feet to the point and place of BEGINNING.

The above description was prepared in accordance with a plan prepared by Langan Engineering and Environmental Services, Inc., Elmwood Park, New Jersey, Job #15491, dated February 14, 2005, Drawing #05.01.

PLANNING BOARD OF THE TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 12 - 2004

TOWN CENTER SOUTH PHASE - LOT 4.08

WHEREAS, ReNEWal WILLINGBORO, LLC, of P.O. Box 23630, Santa Fe, New Mexico 87502, hereinafter called the "Applicant" has filed an Application for Development (Preliminary and Final Major Site Plan Approval) with the Planning Board of the Township of Willingboro which application proposes development of a total of six (6) commercial structures on the Town Center property along Route 130. Proposed are three (3) commercial/retail/shopping center/restaurant buildings located on pads on Lot 4.06, the "North Phase," and three (3) commercial/retail/shopping center buildings, including a Bob Evans restaurant, on pads located on Lot 4.08, the "South Phase" portion of the Town Center access road. The current proposal is for buildings totaling 48,717 sq. ft. of space; and

WHEREAS, the aforesaid lots located on the southeasterly side of Route 130 between Levitt Parkway and Van Sciver Parkway, contain 4.555 acres as to the Northern Phase site (Lot 4.06) and 4.01 acres as to the Southern Phase site (Lot 4.08). Lot 4.06 has frontage of 406.36 ft. along Route 130. Lot 4.08 has frontage of 266.45 ft. along Route 130 and said access road; and

WHEREAS, the Planning Board has requested that the Applicant bifurcate the application into two separate applications: the South Phase (Preliminary and Final Site Plan Approval) and the North Phase (Preliminary Site Plan Approval only) and the Applicant having agreed to such bifurcation; and

PRV4382813

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WHEREAS, the Planning Board did bifurcate the application (this being the South Phase "Application") and this resolution memorializes the Planning Board's separate vote and determination regarding the South Phase of the proposed development; and

WHEREAS, the site is part of the Willingboro Town Center project; and

WHEREAS, the area is zoned B-1 Primary Business District, Town Center Option, and is encompassed within the Redevelopment Plan dated April, 1998 adopted by Ord. 1998-04 and revised in accordance with the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-7, et. seq.; and

WHEREAS, the proposed uses are permitted by Ord. 20-6.6 a. which includes 1. shopping centers, stores, shops, markets where goods are sold or personal services are rendered that are clearly incidental to the retail business being conducted, etc. and 3. Restaurants and diners; and

WHEREAS, the Board required the following variances and waivers from ordinance requirements:

- Ord. 19-8.8 - Environmental Impact Statement. (Partial re-use of existing prior parking lot-no significant impact anticipated). (Waiver).
- Ord. 20-6.6 - Minimum Tract Area, 10 ac. 8.55 ac. proposed. Includes both the North and the South phase combined. (Variance).
- Ord. 6.6 - Minimum Depth, 1000 ft. required. 350 ft. provided. (Variance).
- Ord. 20-4.4 - Impervious Coverage. 30% required. 85% proposed. Applicant maintains that entire Town Center development encompasses site for lot coverage purposes (see definition Ord. 20-3.2). (Variance).

WHEREAS, the Applicant and the Township of Willingboro, as prior owner have agreed that reciprocal cross easements for all common or shared utilities, maintenance of common infrastructure facilities and drainage, if any, vehicular and pedestrian traffic, access to available

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parking and any other required common facilities between the subject lots and other lots within the Town Center Redevelopment Project, for which Applicant has been designated the Redeveloper, regardless of whether a specific easement exists have been or shall be provided by way of permanent recorded cross easements over the above described subdivided lots of the Town Center Redevelopment Project, but excluding the Residential Project lot and the Merck Medco Building lot; and

WHEREAS, the Applicant has submitted evidence that notice of said Application for Development and of the required variances and waiver and the public hearing thereon has been given pursuant to applicable statutory provisions and requirements of the Willingboro Township Zoning Ordinance; and

WHEREAS, public hearings on said Application for Development were conducted on June 21, 2004, July 12, 2004 and July 19, 2004 in the Municipal Complex of said Township, which meetings were open to the public and at which the Applicant and all other interested parties were given an opportunity to be heard; and

WHEREAS, the Planning Board has considered:

(1) All plans with revisions thereof and amendments and supplements thereto, which have been submitted by the Applicant prepared by Gregory Elko, P.E. of Langan Engineering and Environmental Services, 500 Hyde Park, Doylestown, PA 18901 designated:

"Willingboro Town Center Block 3 Lots 4.08, South Phase-Preliminary and Final Site Plan," as follows:

- 00.01S Cover Sheet 07/26/04
- 05.01 ALTA/ACSM Land Title Survey (Prepared By Joseph M. Romano, P.E.6-25-04) 04/19/04
- 22.02S Interim Demolition Plan-North Phase 07/26/04
- 20.00S Master Site Plan 07/26/04
- 20.01S Site Plan-South Pad Site 07/26/04
- 21.01S Grading and Drainage Plan-South Pad Site 07/26/04
- 22.01S Erosion and Sediment Control Plan- South Pad Site 07/26/04
- 23.01S Utility Plan-South Pad Site 07/26/04

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24.01S Landscape Plan-South Pad Site	07/26/04
25.01S Lighting Plan-South Pad Site	07/26/04
27.01S Details	07/26/04
27.02S Details	07/26/04
- 27.03S Erosion and Sediment Control Details	07/26/04
27.04S Stormfilter Details	07/26/04

Also, Report titled Drainage Report dated May 28, 2004, Latest Revision dated July 19, 2004 by Luke Teller and Gregory M. Elko, P.E. of Langan Engineering and Environmental Services.

Also, one-page Traffic Summary report dated May 28, 2004 by Gregory Elko, P.E. and William G. Lothian, P.E. of Langan Engineering.

Also, Floor Plans and elevations prepared by Ingnarri-Lummis, dated July 12, 2004.

Also, Floor Plans and renderings of Bob Evans Restaurant prepared by M.S. Consultants, Inc., dated July 23, 2004.

Also, Title Report listing easements and restrictions only by book and page.

(2) Reports from its consultants, including report dated June 15, 2004 by Uri Hugh Taenzler, Esq., Planning Board Solicitor, Report dated July 7, 2004 by K. Wendell Bibbs, P.E., C.M.E., Planning Board Engineer and by George R. Stevenson, Jr., P.F., AICP, Willingboro Township Planner and Report dated July 6, 2004 by Carl A. Turner, P.E., Willingboro Township Engineer. All of the said reports from the Planning Board's consultants were read at the meetings and are a part of the Planning Board minutes pertaining to this application.

(3) All testimony and discussions between applicant, professional consultants, and other interested parties and members of the Board relating to this application.

(4) Planning Board minutes relating to this application.

NOW, THEREFORE BE IT RESOLVED by the Planning Board of the Township of Willingboro that with respect to the said Application for Development (Preliminary and Final Major Site Plan Approval) it find as follows:

1. All property owners within 200 feet of the subject premises and public utilities were given timely, written notice of the Application and the scheduled hearing thereon; timely notice of said application was published in the Burlington County Times newspaper; and public hearing was held as scheduled, in accordance with the laws of the State of New Jersey and the Ordinances of the Township of Willingboro.

2. The site which the applicant proposes to develop is located in the B-1 Primary Business District and is encompassed within the Redevelopment Plan dated April, 1998 adopted by Ord. 1998-04 and amended in accordance with the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-7, et. seq.;

3. The variances and submission waiver required for approval of the application can be granted without substantially impairing the intent and purpose of the Zoning Act. The Planning Board further finds that the applicant has satisfied the negative criteria in that the granting of the variances will not substantially impair the zoning plan of the Township of Willingboro and will not be substantially detrimental to the public good.

Specifically,

- Ord. 19-8.8 - Environmental Impact Statement. (Re-use of existing paved areas and infrastructure-no significant impact anticipated). The Board finds that the former Willingboro Plaza property has undergone an intense remediation program with extensive documentation submitted and reviewed by the Township Engineer at the direction of the Township Manager. These reports have also been reviewed and approved by the State. Therefore, sufficient evidence exists to support a conclusion that the proposed development will have only a slight negligible environmental impact.
- Ord. 20-6.6 - Minimum Tract Area, 10 ac. 8.55 ac. proposed. Includes both the North and the South phase combined. (Variance). Each lot within the Town Center is an indistinguishable part and parcel of the overall design of the concept for the site which is in excess of said acreage, having contiguous public accessibility with no distinguishing boundaries and being part of an overall plan.
- Ord. 6.6 - Minimum Depth, 1000 ft. required. 350 ft. provided. (Variance). Each lot within the Town Center is an indistinguishable part and parcel of the overall design of the concept for the site which is in excess of said depth, having contiguous public accessibility with no distinguishing boundaries and being part of an overall plan.
- Ord. 20-4.4 - Impervious Coverage. 30% required. 85% proposed. Applicant correctly maintains that entire Town Center development encompasses the "site" for lot coverage purposes (see definition Ord. 20-3.2). (Variance). The Planning Board concurs that lot coverage is intended to be limited with respect to the overall Town Center based upon the concept that development will be clustered in designated areas in order to free the remaining site for open vistas. The Planning Board intends to hold the Applicant/Developer/Owner of the remaining Town Center subject to future development to the limitation of 30% lot coverage for the entire developed and heretofore undeveloped Town Center, as defined by the revised ordinance, to wit: "percentage of the lot area which may be devoted to building area or any other form of development which will interfere with ground

water penetration, including (without limitation), primary buildings, accessory buildings, driveways, walkways, patios and swimming pools." (Ord. 20.3.2).

BE IT FURTHER RESOLVED that pursuant to the foregoing findings of fact, **PRELIMINARY and FINAL APPROVAL** is hereby granted for the **SOUTH PHASE** with respect to the aforementioned Application for Development and of the variances and any design waiver aforesaid under and subject to the following conditions:

1. Any signage application shall be subject to future Planning Board review if variation from Ordinance requirements is sought.
2. If not previously recorded, the following perpetual reciprocal rights of way and cross easements over all Town Center Redevelopment Project Lots, with exception of the Residential Project Lot and the Merck Medco Premises shall be prepared for review and approval by the Planning Board Attorney and Planning Board Engineer:
 - a. Drainage and stormwater easements for common elements, if any.
 - b. Traffic and pedestrian circulation easements.
 - c. Parking easements for reciprocal access to parking areas within the Town Center Redevelopment Project. Said easements shall not restrict the number or design of parking spaces developed and/or modified in the future, which shall be the retained right of each lot owner, subject to Site Plan review.
 - d. Common and shared facilities easements other than in (a), above, if any.
 - e. Maintenance and repair/replacement of common infrastructure facilities.

BE IT FURTHER RESOLVED that any approval shall additionally be conditioned upon the further approval by and compliance with any conditions imposed by the Burlington County Planning Board, the Burlington County Soil Conservation District, the Willingboro Municipal Utilities Authority and any other agency having jurisdiction.

The foregoing Memorializing Resolution was duly adopted by the Planning Board of the Township of Willingboro at a public meeting on August 23, 2004.


Edith M. Baldwin
Planning Board Secretary

Parcel	Valuation % of Total	Total Yearly	Merck Out Parcel Lot 4.05	North Entrance Pad Lot 4.06	Sears Building Lot 4.07	South Entrance Pad Lot 4.08 ***	Library Retail Lot 4.09 *	College Retail Lot 4.10 *	SOLD Residential Sites Lot 4.11	Totals
2003		\$269,871.31	**\$15,434.53 5.72%	**\$59,751.06 22.14%	**\$35,005.67 12.97%	**\$52,767.17 19.55%	\$9,311.85 3.45%	\$32,936.37 12.20%	\$750,000.00 23.96%	\$3,130,000.00 100.00%
2004		\$270,713.26	\$15,481.68	\$59,937.47	\$35,114.88	\$52,931.79	\$9,340.90	\$33,039.13	\$64,665.65	106,913.87
2005		\$266,484.23	\$15,239.83	\$59,001.14	\$34,566.33	\$52,104.90	\$9,194.98	\$32,523.00	\$63,854.05	270,713.26
2006		\$267,646.12	\$15,306.28	\$59,258.39	\$34,717.04	\$52,332.08	\$9,235.07	\$32,664.80	\$64,132.46	266,484.23
2007		\$267,698.33	\$15,309.27	\$59,269.95	\$34,723.81	\$52,342.29	\$9,236.88	\$32,671.17	\$64,144.97	267,646.12
2008		\$267,717.86	\$15,310.38	\$59,274.27	\$34,726.34	\$52,346.11	\$9,237.55	\$32,673.55	\$64,149.65	267,698.33
2009		\$267,552.87	\$15,300.95	\$59,237.74	\$34,704.94	\$52,313.85	\$9,227.40	\$32,653.42	\$64,110.11	267,552.87
2010		\$267,423.66	\$15,293.56	\$59,209.14	\$34,688.18	\$52,288.59	\$9,035.56	\$31,959.10	\$64,079.15	267,423.66
2011		\$261,863.83	\$14,975.60	\$57,978.16	\$33,846.96	\$51,020.54	\$9,003.62	\$31,846.15	\$62,525.17	261,863.83
2012		\$260,938.36	\$14,922.67	\$57,773.25	\$33,038.10	\$49,801.28	\$8,788.46	\$31,085.11	\$61,030.97	260,938.36
2013		\$254,702.60	\$14,566.06	\$56,392.62	\$33,846.96	\$49,514.85	\$8,737.91	\$30,906.33	\$60,679.96	254,702.60
2014		\$253,237.72	\$14,482.28	\$56,068.29	\$32,848.09	\$49,256.10	\$8,692.25	\$30,744.82	\$60,053.48	253,237.72
2015		\$251,914.36	\$14,406.60	\$55,775.29	\$32,676.43	\$49,003.64	\$8,647.70	\$30,587.24	\$59,463.81	251,914.36
2016		\$250,623.20	\$14,332.76	\$55,489.42	\$32,508.95	\$48,522.47	\$8,562.79	\$30,286.90	\$60,966.66	250,623.20
2017		\$248,162.30	\$14,192.03	\$54,944.56	\$32,189.74	\$48,748.79	\$8,779.20	\$31,052.35	\$60,966.66	248,162.30
2018		\$254,434.19	\$14,550.71	\$56,333.19	\$33,003.28	\$49,636.05	\$5,229.89	\$18,498.32	\$35,480.03	254,434.19
2019		\$151,570.00	\$8,668.06	\$33,558.47	\$19,660.52	\$28,951.71	\$5,109.12	\$18,071.16	\$33,330.67	151,570.00
2020		\$148,070.00	\$8,467.90	\$32,783.55	\$19,026.52	\$27,197.83	\$4,799.62	\$16,976.42		148,070.00
2021		\$139,100.00	\$7,954.92	\$30,797.54	\$18,043.00	\$850,514.37	\$159,402.62	\$563,812.99	\$1,106,962.67	\$4,456,766.76
Totals		\$4,619,724.20	\$248,761.56	\$963,082.44	\$564,230.12	\$850,514.37	\$159,402.62	\$563,812.99	\$1,106,962.67	\$4,456,766.76

** Rent Covers Costs

** Out of Pocket Carry Costs on Special Assessment - Totals = \$162,957.43

*** The South Entrance Pad (Lot 4.08) is the parcel that is the subject of that certain Redevelopment Agreement dated February 10, 2005 by and between the Township of Willingboro and Willingboro Town Center Urban Renewal South, LLC

Form of Certificate of Completion

THIS CERTIFICATE OF COMPLETION (this "Certificate") is executed as of this ___ day of _____, 20__ by the **TOWNSHIP OF WILLINGBORO** (the "Township").

Background

The Township previously adopted a redevelopment plan, as amended (the "Redevelopment Plan") for an area of approximately 146.5 acres, consisting of all properties abutting U. S. Route 130 from the Township's boundary with Burlington Township to Pennypacker Drive (the "Redevelopment Area"). Willingboro Town Center Urban Renewal South, LLC ("Redeveloper") is the owner of certain real property within the Redevelopment Area designated on the Township's current tax map as Lot 4.08 in Block 3 and as more particularly described by metes and bounds in Exhibit A attached hereto (the "Property"). The Township and Redeveloper entered into that certain Redevelopment Agreement dated February 10, 2005 (the "Redevelopment Agreement") pursuant to which Redeveloper agreed to undertake the redevelopment of the Property by constructing three commercial buildings with associated parking and other related improvements on the Property (the "Project").

Redeveloper has substantially completed the Project. Redeveloper has requested, pursuant to Section 4.04 of the Redevelopment Agreement, that the Township acknowledge the satisfaction and termination of certain obligations of Redeveloper in a Certificate of Completion. The Township has agreed to execute this Certificate pursuant to Section 4.04 of the Redevelopment Agreement. Capitalized terms not otherwise defined herein will have the meanings assigned to such terms in the Redevelopment Agreement.

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

1. The Township acknowledges and agrees (a) that Redeveloper has performed all of its duties and obligations under the Redevelopment Agreement with respect to the construction of the Project and (b) that the agreements and covenants set forth in the Redevelopment Agreement and in the Redevelopment Plan as to the redevelopment of the Property and the construction of the Project are satisfied and terminated.
2. This Certificate constitutes a conclusive determination, as set forth in N.J.S.A. 40A:12A-9, that the agreements and covenants set forth in the Redevelopment Agreement and in the Redevelopment Plan are satisfied and terminated with respect to Redeveloper's obligations to construct the Project.
3. This Certificate also constitutes a conclusive determination that the conditions supporting the designation of the Property as an area in need of redevelopment are deemed to no longer exist and that the land and improvements within the Property are no longer subject to the Township's exercise of eminent domain based upon the presence of those conditions.

4. Nothing contained in this Certificate shall modify or in any way affect Redeveloper's ongoing obligations with respect to the payment of the Special Assessments and the payments under the Financial Agreement to the extent such obligations have not been satisfied as of the date hereof.

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

ATTEST:

THE TOWNSHIP OF WILLINGBORO

By: _____

Name: _____

Title: _____