

RESOLUTION NO. 2002 - 104  
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

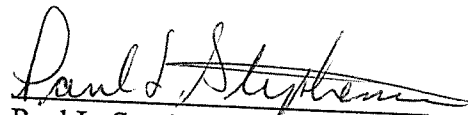
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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 July 9, 2002, that an Executive Session closed to the public shall be held on July 9, 2002, at 8:40 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.

  
Paul L. Stephenson, Mayor

ATTEST:  
  
Marie Annese, RMC  
Township Clerk

RESOLUTION NO. 2002 - 105

)  
BID AWARD - WILLINGBORO AMPHITHEATER PROJECT

WHEREAS, the Township Council of the Township of Willingboro has requested bids to be submitted for the Willingboro Amphitheater project; and

WHEREAS, bids have been advertised pursuant to Section 4 of P.L. 1971, c.198 (C.40A:11-4) on two occasions; and

WHEREAS, the Township of Willingboro has rejected such bids on two occasions because it was determined that said bids were not reasonable as to price on the basis of cost estimates prepared by the Township Engineer prior to the advertising therefore; and

WHEREAS, N.J.S.A. 40A:11-5 allows the Township to negotiate a contract rather than bidding for a third time, provided that: (1) notice has been given to each responsible bidder submitting bids on the second occasion of its intention to negotiate, and (2) that each bidder as been afforded a reasonable opportunity to negotiate; and

WHEREAS, N.J.S.A. 40A:11-5 further provides that the Township shall not award such contract unless the negotiated price is lower than the lowest reject bid price submitted on the second occasion by a responsible bidder, is the lowest negotiated price offered by any reasonable vendor, and is a reasonable price for such goods and services; and

WHEREAS, the terms, conditions, restrictions and specifications set forth in the negotiated contract are not substantially different from those which were the subject of the competitive bidding; and

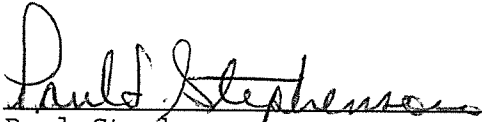
WHEREAS, the Township has complied with all of the conditions and requirements of N.J.S.A. 40A:11-4 and 40A:11-5 as set forth above; and

WHEREAS, it appears to be in the best interest of the Township to accept the negotiated price offered by F & H Builders, Inc., P.O. Box 3, Willingboro, New Jersey 08046, in the amount of \$282,500.00 which, is a reasonable price for the goods and services being offered and, is consistent with the cost estimates prepared by the Township Engineer and represents the most responsible and responsive price for all goods and services being offered; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on this 9<sup>th</sup> day of July, 2002, that the negotiated price for the Willingboro Amphitheater

project as submitted by F&H Builders, Inc. be accepted as per the recommendations of the Township Engineer.

  
\_\_\_\_\_  
Paul Stephenson  
Mayor

Attest:

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

Certification Of Availability of Funds  
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This is to certify to the \_\_\_\_\_ of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 07/09/02  
Resolution Number: 2002-105

Vendor: FH F & H BUILDERS INC

Contract: 02-00017 AMPHITHEATER TOWN CTR

Account Number	Amount	Department
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Only amounts for the 2002 Budget Year have been certified.  
Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer

RESOLUTION NO. 2002 – 106

**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

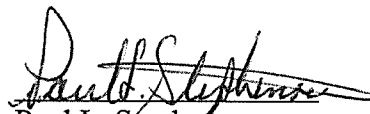
WHEREAS, those conceptual development plans have been reviewed and approved by the Willingboro Township Planning Board; and


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, it is appropriate and necessary for the Township of Willingboro to enter into a Financial Agreement and an amended Redevelopment Agreement between the Township of Willingboro and Willingboro Urban ReNewal LLC, providing for designation of the subject property being redeveloped by Willingboro Urban ReNewal LLC as tax exempt and providing for payments to the Township of Willingboro in accordance with the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of July, 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.

  
Paul L. Stephenson  
Mayor

  
Marie Annese, RMC  
Township Clerk  
Res – Fin Agr ReN 2

# LAW OFFICE of MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE  
WILLINGBORO, NEW JERSEY 08046

*Council*

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

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

OF COUNSEL

CRISTAL HOLMES-BOWIE\*  
Email: chb@armstronglawfirm.com

\* MEMBER NJ & NY BARS  
\* MEMBER NJ BAR

PLEASE REPLY TO WILLINGBORO

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

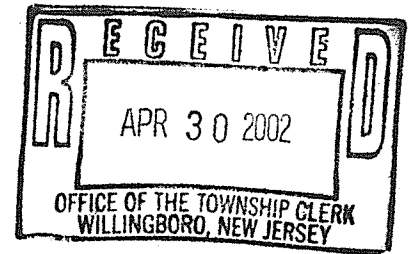
TELEPHONE: (973) 642-2800

April 26, 2002

VIA REGULAR MAIL/FAX (856) 869-9336

M. James Maley, Jr., Esquire  
Maley & Higgins, P.C.  
900 Haddon Avenue  
Suite 210  
Collingswood NJ 08108

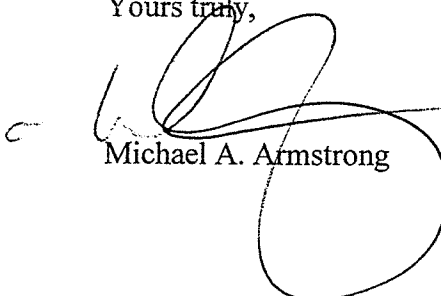
Re: ReNEWal  
My File No.: 530-7-02



Dear Mr. Maley:

Please find attached a draft Second Amendment to the Redevelopment Agreement. Kindly advise if same is acceptable in its present form. I look forward to hearing from you shortly.

Yours truly,

  
Michael A. Armstrong

MAA:ji.

Attachment

Cc: Denise Rose, Township Manager  
Willingboro Township Council

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

1. INITIAL RECITALS

This agreement know as the SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN AND AMONG THE TOWNSHIP OF WILLINBORO, 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".
- 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 an MAI certified appraiser to conduct an appraisal of the Remaining Development Parcels. The cost of such appraisals shall be borne by ReNEWal and the appraisal, 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 and the Environmental 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 be released from its obligation to pay the Allocated Share of the Infrastructure Special Assessment if:

- (1) ReNEWal pays the Allocated Share of the Infrastructure Special Assessment in full, including accrued interest and cost; 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 waves 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 Infrastructure Special Assessment; and
  - (c) ReNEWal and the purchaser agree, in writing, that the Infrastructure Special Assessment shall be a first lien upon the purchase parcel(s) in

accordance with NJSA 40:56-33 and the purchaser must waive any and all rights in law equity to appeal the existence of the lien; and

- (d) ReNEWAL agrees to submit to the Township the name, address and other pertinent information demonstrating the purchasers' credit worthiness prior to sale. The Township shall have the right to reject the purchaser, in its discretion, should the purchaser be deemed not to be in the best interest of the Township. If the Township rejects a potential purchaser, ReNEWal is not relieved of its obligation to pay the Allocated Share of the Infrastructure Special Assessment which was subject of the rejected purchaser's Contract of Sale.
- (e) ReNEWal agrees to make every prospective purchaser of the Remaining Parcel(s) aware of this agreement. This agreement shall become a part of the Contract of Sale for any remaining parcel(s) subject to the allocated share of the Infrastructure Special Assessment.

#### 4. ENVIRONMENTAL SPECIAL ASSESSMENT

- 4.01 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.
- 4.02 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 "B".
- 4.03 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 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 an MAI certified appraiser to conduct an appraisal of the Remaining Development Parcels. The cost of such appraisals shall be borne by ReNEWal.

- (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 and 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.

4.04

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 Allocated Share of the Environmental Special Assessment in full, including accrued interest in cost;
- (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 waves any and all rights he may have under law for equity to challenge the Environmental 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 Environmental Special Assessment; and
  - (c) ReNEWal and the purchaser agree, in writing, that the Environmental Special Assessment shall be a first lien upon the purchase parcel(s) in accordance with NJSA 40:56-33 and the purchaser shall waive any and all rights in law equity to appeal the existence of the lien; and
  - (d) ReNEWAL agrees to submit to the Township the name, address and other pertinent information demonstrating that the purchaser's credit worthiness prior to sale. The Township shall have the right

to reject the purchaser, in its discretion, should the purchaser be deemed not to be in the best interest of the Township. If the Township rejects a potential purchaser, ReNEWal is not relieved of its obligation to pay the allocated share of the Environmental Special Assessment which was subject of the rejected purchaser's Contract of Sale.

- (e) ReNEWal agrees to make every perspective purchaser of the remaining parcel(s) aware of this agreement. This agreement shall become a part of the Contract of Sale for any remaining parcel(s) subject to the Allocated Share of the Environmental Special Assessment.

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

ATTEST:

THE TOWNSHIP OF WILLINGBORO

\_\_\_\_\_

\_\_\_\_\_

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

Title: \_\_\_\_\_

ATTEST:

RENEWAL WILLINGBORO, LLC

\_\_\_\_\_

\_\_\_\_\_

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

Title: \_\_\_\_\_

ATTEST:

WILLINGBORO URBAN RENEWAL,  
L.L.C.

\_\_\_\_\_

\_\_\_\_\_

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

Title: \_\_\_\_\_

# LAW OFFICE of MICHAEL A. ARMSTRONG

79 MAINBRIDGE LANE  
WILLINGBORO, NEW JERSEY 08046

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

MICHAEL A. ARMSTRONG†  
Email: marmstrong@armstronglawfirm.com

~~DECEASED~~

CRISTAL HOLMES-BOWIE\*  
Email: chb@armstronglawfirm.com

\* MEMBER NJ & NY BARS  
\* MEMBER NJ BAR

PLEASE REPLY TO WILLINGBORO

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

TELEPHONE: (973) 642-2800

March 26, 2002

Willingboro Township Council  
Willingboro Township Municipal Complex  
One Salem Road  
Willingboro, New Jersey 08046

**Re: Second Amendment to the Redevelopment Agreement between the Township of Willingboro and Renewal Willingboro, L.L.C., et al.  
My File No.: 530-7-02**

Dear Council:

As you know, Renewal Willingboro, L.L.C. has requested that Council enter into an agreement that would be entitled Second 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. A copy of the Draft Second Amendment and First Amendment have been attached herewith for your convenience. In sum, the Draft Second Amendment attempts to modify the First Amendment as it relates to Lots 4.05, 4.06, 4.07, 4.08, 4.09, 4.10 and 4.11 (hereinafter "Remaining Development Parcels"). More specifically, the Second Amendment can be summarized as follows:

1. Renewal agrees to increase its Infrastructure contribution from \$800,000.00 to \$1,000,000.00 *provided* the Township can demonstrate that the total cost of the construction of the Infrastructure is an amount not less than \$2,500,000.00.
2. Renewal is requesting that the Infrastructure and Environmental Special Assessment Repayment obligation be prorated per Remaining Development Parcels after an appraisal and each parcel is given an "Assigned Value".
3. If Renewal sells any portion of the Remaining Developed Parcels, it seeks to pass its obligation for the repayment of the Infrastructure and Environmental Special Assessments to the purchaser of each lot at its prorated allocated repayment share.

N.J.S.A. § 40:55D-42 states:

**The governing body may, by ordinance, adopt regulations requiring a developer as condition for approval for a subdivision or site plan, to pay his pro-rata share of the cost of providing only reasonable and**

necessary street improvements and water, sewage and drainage facilities and easements therefore, located outside the property limits of the subdivision or development but necessitated or required by construction or improvement within such subdivision or development...

N.J.S.A. 40:56-13 permits the local governing body to issue bonds to cover the cost of the local improvements. N.J.S.A. 40:56-33 provides that an assessment for local improvement together with interest, cost and charges connected therewith is a first lien upon the real estate described in the assessment and is paramount to all prior or subsequent liens and encumbrances thereon, except subsequent taxes or assessments. N.J.S.A. 40:56-35 permits the assessment to be paid by the landowner in equal yearly or quarterly installments not to exceed ten (10) years in duration. The owner is permitted to prepay the assessment, with accrued interest, at any time. In the event such installment remains unpaid for thirty (30) days, the whole assessment or balance shall become immediately due and the Town can collect in the same manner as provided for and at a rate imposed upon the arrearage of taxes.

Respectfully submitted,

Michael A. Armstrong

MAA:ji  
W.Twp.ReNEWal.32602

**DRAFT**

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

1. INITIAL RECITALS

This agreement know as the SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN AND AMONG THE TOWNSHIP OF WILLINBORO, 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 \_\_\_\_\_, 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. PROPERTY INFRASTRUCTURE

- 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"), provided the Township can demonstrate that the total cost to the Township of the construction of the Infrastructure is an amount no less than Two Million Five Hundred Thousand Dollars (\$2,500,000.00) Apart from the obligations of ReNEWal for the Contribution Amount, ReNEWal shall have no other obligation to contribute to the cost of the Infrastructure.

*Conditional  
Payment?  
Is this  
condition in  
1.5. agreement*

- 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".

- 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 thereof 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 for any Remaining Development Parcel shall be an amount equal to the then unpaid balance of the Infrastructure Special Assessment, divided by the Total Assigned Value set forth below, multiplied by the Assigned Value for the Remaining Development Parcel in question. The term “Assigned Value” shall be the following amounts for the Remaining Development Parcels.

<u>PROPOSED LOT NUMBER</u>	<u>ASSIGNED VALUE</u>
4.05	
4.06	
4.07	
4.08	
4.09	
4.10	
4.11	
TOTAL ASSIGNED VALUE	_____

3.03

ReNEWal’s Obligation in Connection with Subdivision and Partial Sale. If, at the time ReNEWal subdivides or sells any portion of the remaining parcel, the purchaser of the portion (1) agrees to be bound to the establishment of the Infrastructure Special Assessment to the extent of the Allocated Share; (2) either immediately pays the Allocated Share of the Infrastructure Special Assessment or agrees to be bound by the repayment terms set forth in this Agreement and Schedule “A”, including the payment of interest *pro rata* and (3) agrees to waive any rights it may have under law to challenge the Infrastructure Special Assessment, including any and all rights arising from the actions of the Township to amend existing bond ordinances to provide for the Infrastructure Special Assessment, ReNEWal and WUR shall be released from any liability to the Township to the extent of the Allocated Share of the Infrastructure Special Assessment allocable to the portion of the remaining parcel that is sold. In the absence of such an agreement, ReNEWal shall remain liable for the full amount of the Infrastructure Special Assessment, in addition to whatever other rights the Township has to obtain repayment of the Infrastructure Special Assessment.

#### 4. ENVIRONMENTAL SPECIAL ASSESSMENT

4.01 Repayment of Environmental Special Assessment. Section 10.1 of the First Amendment is amended to provide that the remaining unpaid balance of the Environmental Special Assessment in the sum of One Million Nine Hundred and Fifty Thousand dollars (\$1,950,000.00) 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 thereof 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 for any Remaining Development Parcel shall be an amount equal to the then unpaid balance of the Environmental Special Assessment, divided by the Total Assigned Value set forth in Section 3.02, multiplied by the Assigned Value for the Remaining Development Parcel in question. The term "Assigned Value" shall be the amounts designated in Section 3.02 for the Remaining Development Parcels.

<u>PROPOSED LOT NUMBER</u>	<u>ASSIGNED VALUE</u>
4.05	
4.06	
4.07	
4.08	
4.09	
4.10	
4.11	
TOTAL ASSIGNED VALUE	_____

4.02 ReNEWal's Obligation in Connection with Subdivision and Partial Sale. If, at the time ReNEWal subdivides or sells any portion of the remaining parcel, the purchaser of the portion (1) agrees to be bound to the establishment of the Environmental Special Assessment to the extent of the Allocated Share; (2) either immediately pays the Allocated Share of the Environmental Special Assessment or agrees to be bound by the repayment terms set forth in this Agreement and Schedule "B" including the payment of interest pro rata and (3) agrees to waive any rights it may have under law to challenge the Environmental Special Assessment, including any and all rights arising from the actions of the Township to amend existing bond ordinances to provide for the Environmental Special Assessment, ReNEWal and WUR shall be released from any liability to the Township to the extent of the Allocated Share of the Environmental Special Assessment allocable to the portion of the remaining parcel that is sold. In the absence of such an agreement, ReNEWal shall remain liable for the full amount of the Environmental Special Assessment, in addition to whatever other rights the Township has to obtain repayment of the Environmental Special Assessment.

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

ATTEST: THE TOWNSHIP OF WILLINGBORO

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

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

Title: \_\_\_\_\_

RENEWAL WILLINGBORO, LLC

\_\_\_\_\_

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

Title: \_\_\_\_\_

WILLINGBORO URBAN RENEWAL,  
L.L.C.

\_\_\_\_\_

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

Title: \_\_\_\_\_

12-11-00 ✓  
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 15<sup>th</sup> 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 it's 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:

$$\frac{\$ 2,000,000}{\text{Total Acres Comprising The Property}} \times \text{Number of Acres subdivided, sold or financed} = \text{Pre-Payment Amount}$$

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

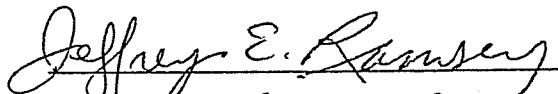
12.1 In recognition of the matters set forth in paragraph 12.0 above, the Township hereby agrees that, as soon as practicable, and in any event prior to the conveyance of any portions of the Property, it shall take such steps as are necessary in order to have Willingboro Urban ReNEWal, L.L.C. designated 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:



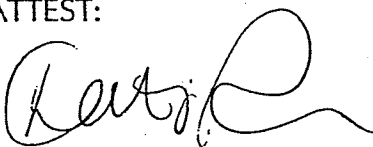
THE TOWNSHIP OF WILLINGBORO



By: Jeffrey E. Ramsey

Title: Mayor

ATTEST:



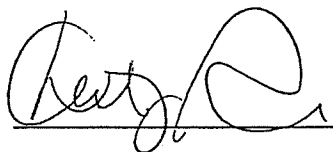
RENEWAL WILLINGBORO, LLC



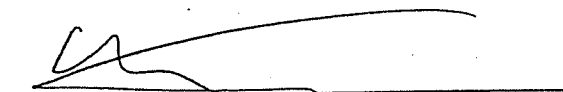
By: Robert B. Stang

Title: Managing member

ATTEST



WILLINGBORO URBAN RENEWAL, LLC



By: Robert B. Stang

Title: Managing member

From: Dante Romanini  
To: DRose1957@aol.com; Kearns, William; Stang, Bob  
Date: 1/3/01 12:23PM  
Subject: library docs

Bill

Attached are three documents related to the library transaction:

1. A lease for the portions of the library that ReNEWal will lease back from the Township.
2. Cross easements for the parking lot adjacent to the library.
3. A party wall agreement.

Please review and supply your comments.

I am working on a construction contract for the buliding and will get that to you soon.

Also have you had a chance to review the stuff I sent you for the Merck closing. We are still shooting for a closing on the 17th. Please take a look at those as soon as you can.

Dante

dromanini@kozlovseaton.com

Dante J. Romanini

Kozlov, Seaton, Romanini, Brooks & Greenberg

1940 Route 70 East

Cherry Hill, N.J.

This message is intended for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone at (856) 424-8200.

*Need comments  
back from TWS.*

Res 106

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

**TELEFAX COVER SHEET**

**TO:** Michael Armstrong Esq

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

**DATE:** 7/11/02

**TO FAX NO.** Auto

**FROM:** Marie Annese **EXT.** 6202 **PAGES** 2

**SUBJECT:** Res 2002-106 / Renewal LLC 2nd  
Amended Agreement - Please Note  
highlighted portion paragraph 5

**FOR YOUR INFORMATION**  **PLEASE RESPOND**

**THANK YOU.**  


\*\*\*\*\*  
 \*  
 \* TRANSACTION REPORT P. 01 \*  
 \*  
 \* JUL-11-2002 THU 12:21 PM \*  
 \*  
 \* DATE START RECEIVER TX TIME PAGES TYPE NOTE M# DP \*  
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 \* JUL-11 12:20 PM ARMSTRONG 1' 12" 2 SEND OK 304 \*  
 \*  
 \*  
 \* TOTAL : 1M 12S PAGES: 2 \*  
 \*  
 \*  
 \*\*\*\*\*

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

**TELEFAX COVER SHEET**

TO: Michael Armstrong Esq  
 COMPANY: \_\_\_\_\_  
 DATE: 7/11/02  
 TO FAX NO. Auto  
 FROM: Marie Anvers EXT. 6202 PAGES 2

RESOLUTION NO. 2002 – 106

**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, it is appropriate and necessary for the Township of Willingboro to enter into a Financial Agreement and an amended Redevelopment Agreement between the Township of Willingboro and Willingboro Urban ReNewal LLC, providing for designation of the subject property being redeveloped by Willingboro Urban ReNewal LLC as tax exempt and providing for payments to the Township of Willingboro in accordance with the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of July, 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.

\_\_\_\_\_  
Paul L. Stephenson  
Mayor

\_\_\_\_\_  
Marie Annese, RMC  
Township Clerk  
Res – Fin Agr ReN 2

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

**RESOLUTION NO. 2002 – 107**

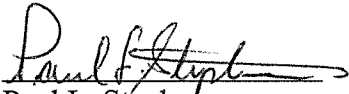
**A RESOLUTION AUTHORIZING THE PREPARATION  
AND SUBMISSION OF THE LEEDS APPLICATION BY  
CROXTON COLLABORATIVE**

WHEREAS, Willingboro Township Council desires to have the LEEDS application submitted to the U.S. Marine Building Counsel; and


WHEREAS, this is consistent with the construction of our Township Library and its relationship to the infrastructure and the environment; and

WHEREAS, the amount to be expended for this purpose shall not exceed \$15,500.00. The funds are available for this purpose as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of July, 2002, that Croxton Collaborative is hereby authorized and directed to process said LEEDS application on behalf of the Township of Willingboro.

  
Paul L. Stephenson  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Certification Of Availability of Funds  
-----

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

Resolution Date: 07/09/02  
Resolution Number: 2002-107

Vendor: CROXT050 CROXTON COLLABORATIVE ARCH.  
475 FIFTH AVENUE  
NEW YORK, NY 10017

Contract: 02-00025 CROXTON LEED PROGRAM

Account Number	Amount	Department
C-04-55-900-002-916	15,500.00	2000 GENERAL CAPITAL
Total	15,500.00	

Only amounts for the 2002 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer

Croxtan Collaborative Architects, P.C.  
Planning, Architecture & Interior Design

**STANDARD REQUEST FOR ADDITIONAL SERVICES AUTHORIZATION**

**Project:** Willingboro Library, Willingboro Town Center, Willingboro, NJ  
**Contract Reference:** Contract between ReNEWal Realty & Croxtan Collaborative Architects  
Executed 10 April 2000  
Authorization Number: WIL-9830-ASA #6  
**Date:** 22 October 2001, *revised 04 March 2002 (revisions in italics)*  
**Attn:** Denise Rose, Township of Willingboro  
Robert Stang, ReNEWal Realty  
Stephen Jaffe, ReNEWal Realty  
**Issued:** By fax - 1 pages

Croxtan Collaborative is called upon to perform tasks that are beyond the scope of services included under the base contract. These tasks are performed as additional services. The following has been requested:

**LEED Green Building Certification**

The Township of Willingboro and ReNEWal Realty have requested the project be certified under the US Green Building Council (USGBC), Leadership in Energy and Environmental Design (LEED) program. The LEED rating system is a self-assessing system designed for rating new and existing commercial, institutional, and high-rise residential buildings. The cost of USGBC credit rulings required in order to pursue certification of the Library and Library Retail project is a direct reimbursable whether or not the credit is realized. The project registration and certification fees to be paid directly by the Owner are:

Project Registration: \$500.00  
Building Certification \$1500.00

In addition to the professional certification cost and project registration fees the Contractor is required to provide non-standard documentation to achieve certain credits. Our opinion of the probable time and material cost associated with this documentation is:

Contractor's Documentation: +/- \$3,500.00

The design team will be required to undertake an extensive amount of administrative work to document building compliance in the LEED certification process. This work will be pursued as an additional service in the amounts listed below.

Croxtan Collaborative \$12,000.00  
Lehr Associates \$2,500.00  
Langan Associates \$1,000.00  
**TOTAL LEED ADDITIONAL SERVICE \$15,500.00 \*\***

**\*\* Total amount indicated does not include the Project Registration fee, Building Certification fee or the estimated Contractor's Documentation fee.**

Completed Work described herein will be billed with the next monthly invoice. New Work will be billed as it occurs. Reimbursable expenses are in addition to the amounts shown above. Work will commence upon receipt of the \$500.00 registration fee.

\_\_\_\_\_  
**Authorized to proceed by:**

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

**Renewal Realty, LLC**  
**P.O. Box 2429**  
**Willingboro, N.J. 08046**  
**(609) 880-0555 \* (609) 880-1555 Fax**

# Fax

To: Dense Case From: Steve Jaffe

Fax: \_\_\_\_\_ Pages: \_\_\_\_\_

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

Re: \_\_\_\_\_ CC: \_\_\_\_\_

Urgent     For Review     Please Comment     Please Reply     Please Recycle

● Comments

\_\_\_\_\_

**RESOLUTION NO. 2002 - 108**

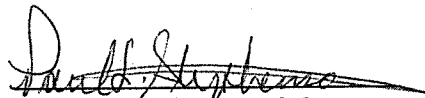
**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CROXTON COLLABORATIVE**

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of July 2002 as follows :

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Croxton Collaborative for an initial three month phase - visioning and baseline findings at the Kennedy Center. Contract contingent upon the submission of fee schedule.
2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.

  
Paul L. Stephenson, Mayor

Attest:



Marie Annese, RMC  
Township Clerk

**AN AGREEMENT BY AND BETWEEN  
THE TOWNSHIP OF WILLINGBORO AND  
CROXTON COLLABORATIVE ARCHITECTS, P.C.**

This Agreement is made and entered into on this *22nd* day of October 2002, by and between the Township of Willingboro, a body politic with offices located at Willingboro Municipal Building, One Salem Road, Willingboro, New Jersey 08046, (hereinafter "Owner") and Croxton Collaborative Architects, P.C., 475 5<sup>th</sup> Avenue, New York, New York 10017 (hereinafter referred to as "Architect");

**WHEREAS** the Owner desires to enter into an Agreement with Architect for the Phase I, Baseline Review and Conceptual Design/Vision for the development of John F. Kennedy Center, Willingboro, New Jersey, which service will include Conceptual Level Field Verification of Existing Drawings, Programming, Existing Facility Report, Baseline Report, Vision + Workshop, Cost estimate; and

**WHEREAS** the architectural services shall consist of those services to be performed by the Architect, Architect's employees and consultants and in consultation with the Owner's representatives and agents; and

**WHEREAS** the scope of services described herein and which are incorporated herein by reference; and

**WHEREAS** the Owner and Architect have entered into this Agreement, with the understanding that Architect will undertake the responsibility to perform the services in the Scope of Services Contract, which is attached and incorporated herein by reference; and

**WHEREAS** the Owner agrees to provide Architect with the sum of \$128,000.00; and

**WHEREAS** in consideration of the payment, Architect agrees to fulfill its responsibilities in connection with the terms and conditions of the agreement between the Township and Architect below.

**WHEREAS**, this agreement addresses the first phase "Baseline and Vision" contract, and will include fact-finding and analysis to provide a proposal for the full scope of services to complete the project immediately following. As the first phase, this process is intended to be a swift and concentrated effort to gain a basic understanding of existing conditions and to explore multiple options, both programmatic and visual (at the conceptual level), within a three-month time frame. The proposed schedule for this work is three months from the date of receipt of the signed contract and initial payment.

**1.0 ARCHITECT'S SERVICES.**

1.1 The Architect's services shall consist of those services performed by the architect, architect's employees and architect's consultants as enumerated herein.

1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of work. The architect shall submit for the owner's approval, a schedule for the performance of the Architect's services which shall be consistent with the time periods established herein. This schedule shall

include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

- 1.3 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law.
- 1.4 The Architect shall not engage in any activity or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this project.

## 2.0 SCOPE OF BASIC SERVICES.

2.1 **Scope of Work.** Baseline and Vision process will include architectural, M.E.P. Engineering, cost estimating and landscape architectural services at the Conceptual Level.

2.2 **Field Verification of Existing Drawings.** The Architect will provide a set of preliminary CADD drawings from which to work at the conceptual level.

**Programming.** The Architect shall meet with designated agents and/or representatives of the Owner to receive all existing information on preferred use of spaces, opportunities for change, expansion, new use (i.e. the auditorium, conference/event center), number of users, accessibility issues, security issues, arrivals/departures, sequencing, scheduling and parking needs, etc.). The Architect will provide a program summary for Township approval to serve as the basis for conceptual and feasibility projections.

The Architect will provide a Program Summary for the Township's sign-off, which will serve as the basis for our conceptual and feasibility projections within thirty (30) days of the execution of this Agreement. Upon Sign-off, the remaining (60) day period of the Contract begins.

2.3 **Existing Facility Report.** The Architect will use the existing facility report of April 9, 1999 and other related documents, as a reference and check against recommendations developed during this process.

**Baseline Report.** The Architect will provide a written description and notated plans of existing conditions as of this date, including an engineering field review and written report of original and recently added equipment and landscape planning review period.

The Architect will provide a base line report for your sign-off within sixty (60) days of the execution of this Agreement.

2.4 **Vision + Workshop.** The Architect and its consultants shall prepare a number (2-4) of conceptual proposals for the final development of the John F. Kennedy Center. The



conceptual proposals will be visual presentations sketches consistent with the information gathered. The conceptual proposals will be in plan form with some three dimensional overviews. However, vision sketches and conceptual presentations will not be comprehensive detailed architectural drawings.

**Cost Estimate.** Based on the Baseline Report, the Program and the Vision Drawings, the cost estimator will prepare an outline Conceptual estimate for the scheme reaching final consideration. The cost estimate shall include the cost at current market rates of labor and materials furnished by the Owner; equipment designed, specified, selected or specially provided for by the Architect; including costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work.

The Architect will provide Vision sketches, Conceptual Presentation, Conceptual Cost Estimate within ninety (90) days of the execution of this Agreement.

### **3.0 RESPONSIBILITY OF OWNER**

- 3.1 The Owner and Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.
- 3.2 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project.
- 3.3 The Owner shall periodically update the budget for the Project including that portion allocated for the Cost of the Work.
- 3.4 The Owner shall forward a print set of original, JFK High School drawings to the Architect for their use upon execution of this Agreement.

### **4.0 TERMS AND CONDITIONS**

- 4.1 The Architect's drawings, specifications and other documents, including but not limited to those in electronic form prepared by the Architect and the Architect's consultants for use solely with respect to this Project are the instruments of service. The Architect shall be the Author of all instruments of service. The Owner shall be deemed to have an unlimited and unrestricted license to use these materials for this project, including but not limited to all drawings, specifications, documents, photographs, work notes, concept drawings and reports that are produced in connection with this project. This license is granted upon payment in full for the phase of work completed. At the conclusion of this Baseline and Vision contract and payment in full, all original instruments of service shall be provided to the Owner upon request at no additional cost. Future copies requested by owner shall be provided at the reasonable cost of reproduction.

### **5.0 TERMINATION, SUSPENSION OR ABANDONMENT.**

- 5.1 This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 5.2 When the Township deems it advisable and/or in the best interest of the Township or in the event of a national emergency where the Project is stopped directly or indirectly, by any national or state agency, the Township may annul the Contract on three (3) days written notice to the Architect and, if the Architect is not in default, payments will be made as provided herein for all work done under the terms and the conditions of this Agreement, except that payments will be made in such amounts as the Township may consider just and proper for such parts of the work that are not fully completed. It is understood and agreed however, that no payment shall be made for loss of anticipated profits.

**6.0 COMPENSATION.**

- 6.1 The Owner shall compensate the Architect as follows:
  - An initial payment due with signed contract .....\$32,000.00\*
  - Interim payment .....\$32,000.00\*
  - (Upon completion and presentation to Owner of:  
Baseline Report/Review Draft; Vision/Conceptual/  
Cost Estimating Report)
  - Final payment .....\$64,000.00
  - (Upon final presentation of: Final Reports:  
Baseline Report/Review; Vision/Conceptual/  
Cost Estimating Report)
  - **TOTAL** .....**\$128,000.00**

\*NOTE: Work in each phase proceeds upon receipt of payment.

- 6.2 Reimbursable Expenses are separate and in addition to fees. They are invoiced at a multiple of 1.0 times direct cost. Expenses are itemized on each monthly invoice and will be substantiated with back-up documentation from both Croxton Collaborative and the project Consultants.

**7.0 ADDITIONAL PAYMENTS TO THE ARCHITECT**

- 7.1 Additional Services may be requested during the project or following its completion. Hourly rates as noted below will subject to the Owner's approval, to these additional services until such time as a new Letter of Agreement can be signed. Invoicing for these services will be monthly and will include a specification of each person who worked on the project, the Hourly Rate of the person and total number of hours worked: Directors Hourly Rates for work

undertaken in the offices of the firm as part of a full services architectural contract are as follows:

Hourly Rates:


Director of Architecture..... \$200.00/hr.  
 (Randolph C. Croxton, FAIA)  
 Director of Interior Design ..... \$200.00/hr.  
 (Kirsten Childs, ASID)

All other compensation under this contract will be on an hourly basis invoiced monthly. Following are rates by job description:

Project Executive ..... \$150.00/hr.  
 Project Manager..... \$125.00/hr.  
 Project Architect/Designer..... \$100.00/hr.  
 Sr. Architect/Designer ..... \$90.00/hr.  
 Architect/Design ..... \$80.00/hr.  
 Junior Architect/Designer..... \$65.00/hr.

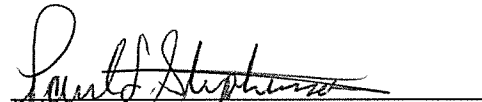
Where the project is a written document or report, the Architect will make appropriate submissions on an on-going basis for review and approval by the Client, in accordance with the terms of this Agreement.

Agreed to by:

  
 \_\_\_\_\_  
 Randolph R. Croxton, President  
 Croxton Collaborative Architects, P.C.

Date: 10/26/02

Agreed to by:

  
 \_\_\_\_\_  
 Dr. Paul L. Stephenson, Mayor  
 Township of Willingboro

Date: 10/22/02

RESOLUTION NO. 2002 - 108

*Ms Rose*

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CROXTON COLLABORATIVE**

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 9<sup>th</sup> day of July 2002 as follows :

1. The Mayor and Clerk are hereby authorized and directed to execute an agreement with Croxton Collaborative for an initial three month phase - visioning and baseline findings at the Kennedy Center. Contract contingent upon the submission of fee schedule.
2. This contract is awarded without competitive bidding as a professional service in accordance with N.J.S.A. 40:11-5(1)(a) of the Local Public Contracts Law because the services are to be performed by a person authorized by law to practice a recognized profession.
3. A notice of this action shall be published once in the Burlington County Times.

*Mr. Croxton  
to submit  
w/in 48 hrs.*

\_\_\_\_\_  
Paul L. Stephenson, Mayor

Attest:

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

**AN AGREEMENT BY AND BETWEEN  
THE TOWNSHIP OF WILLINGBORO AND  
CROXTON COLLABORATIVE ARCHITECTS, P.C.**

This Agreement is made and entered into on this 22<sup>ND</sup> day of October 2002, by and between the Township of Willingboro, a body politic with offices located at Willingboro Municipal Building, One Salem Road, Willingboro, New Jersey 08046, (hereinafter "Owner") and Croxton Collaborative Architects, P.C., 475 5<sup>th</sup> Avenue, New York, New York 10017 (hereinafter referred to as "Architect");

**WHEREAS** the Owner desires to enter into an Agreement with Architect for the Phase I, Baseline Review and Conceptual Design/Vision for the development of John F. Kennedy Center, Willingboro, New Jersey, which service will include Conceptual Level Field Verification of Existing Drawings, Programming, Existing Facility Report, Baseline Report, Vision + Workshop, Cost estimate; and

**WHEREAS** the architectural services shall consist of those services to be performed by the Architect, Architect's employees and consultants and in consultation with the Owner's representatives and agents; and

**WHEREAS** the scope of services described herein and which are incorporated herein by reference; and

**WHEREAS** the Owner and Architect have entered into this Agreement, with the understanding that Architect will undertake the responsibility to perform the services in the Scope of Services Contract, which is attached and incorporated herein by reference; and

**WHEREAS** the Owner agrees to provide Architect with the sum of \$128,000.00; and

**WHEREAS** in consideration of the payment, Architect agrees to fulfill its responsibilities in connection with the terms and conditions of the agreement between the Township and Architect below.

**WHEREAS**, this agreement addresses the first phase "Baseline and Vision" contract, and will include fact-finding and analysis to provide a proposal for the full scope of services to complete the project immediately following. As the first phase, this process is intended to be a swift and concentrated effort to gain a basic understanding of existing conditions and to explore multiple options, both programmatic and visual (at the conceptual level), within a three-month time frame. The proposed schedule for this work is three months from the date of receipt of the signed contract and initial payment.

**1.0 ARCHITECT'S SERVICES.**

1.1 The Architect's services shall consist of those services performed by the architect, architect's employees and architect's consultants as enumerated herein.

1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of work. The architect shall submit for the owner's approval, a schedule for the performance of the Architect's services which shall be consistent with the time periods established herein. This schedule shall

include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

- 1.3 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law.
- 1.4 The Architect shall not engage in any activity or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this project.

## 2.0 SCOPE OF BASIC SERVICES.

- 2.1 **Scope of Work.** Baseline and Vision process will include architectural, M.E.P. Engineering, cost estimating and landscape architectural services at the Conceptual Level.
- 2.2 **Field Verification of Existing Drawings.** The Architect will provide a set of preliminary CADD drawings from which to work at the conceptual level.

**Programming.** The Architect shall meet with designated agents and/or representatives of the Owner to receive all existing information on preferred use of spaces, opportunities for change, expansion, new use (i.e. the auditorium, conference/event center), number of users, accessibility issues, security issues, arrivals/departures, sequencing, scheduling and parking needs, etc.). The Architect will provide a program summary for Township approval to serve as the basis for conceptual and feasibility projections.

The Architect will provide a Program Summary for the Township's sign-off, which will serve as the basis for our conceptual and feasibility projections within thirty (30) days of the execution of this Agreement. Upon Sign-off, the remaining (60) day period of the Contract begins.

- 2.3 **Existing Facility Report.** The Architect will use the existing facility report of April 9, 1999 and other related documents, as a reference and check against recommendations developed during this process.

**Baseline Report.** The Architect will provide a written description and notated plans of existing conditions as of this date, including an engineering field review and written report of original and recently added equipment and landscape planning review period.

The Architect will provide a base line report for your sign-off within sixty (60) days of the execution of this Agreement.

- 2.4 **Vision + Workshop.** The Architect and its consultants shall prepare a number (2-4) of conceptual proposals for the final development of the John F. Kennedy Center. The

conceptual proposals will be visual presentations sketches consistent with the information gathered. The conceptual proposals will be in plan form with some three dimensional overviews. However, vision sketches and conceptual presentations will not be comprehensive detailed architectural drawings.

**Cost Estimate.** Based on the Baseline Report, the Program and the Vision Drawings, the cost estimator will prepare an outline Conceptual estimate for the scheme reaching final consideration. The cost estimate shall include the cost at current market rates of labor and materials furnished by the Owner; equipment designed, specified, selected or specially provided for by the Architect; including costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work.

The Architect will provide Vision sketches, Conceptual Presentation, Conceptual Cost Estimate within ninety (90) days of the execution of this Agreement.

### **3.0 RESPONSIBILITY OF OWNER**

- 3.1 The Owner and Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.
- 3.2 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project.
- 3.3 The Owner shall periodically update the budget for the Project including that portion allocated for the Cost of the Work.
- 3.4 The Owner shall forward a print set of original, JFK High School drawings to the Architect for their use upon execution of this Agreement.

### **4.0 TERMS AND CONDITIONS**

- 4.1 The Architect's drawings, specifications and other documents, including but not limited to those in electronic form prepared by the Architect and the Architect's consultants for use solely with respect to this Project are the instruments of service. The Architect shall be the Author of all instruments of service. The Owner shall be deemed to have an unlimited and unrestricted license to use these materials for this project, including but not limited to all drawings, specifications, documents, photographs, work notes, concept drawings and reports that are produced in connection with this project. This license is granted upon payment in full for the phase of work completed. At the conclusion of this Baseline and Vision contract and payment in full, all original instruments of service shall be provided to the Owner upon request at no additional cost. Future copies requested by owner shall be provided at the reasonable cost of reproduction.

### **5.0 TERMINATION, SUSPENSION OR ABANDONMENT.**

5.1 This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2 When the Township deems it advisable and/or in the best interest of the Township or in the event of a national emergency where the Project is stopped directly or indirectly, by any national or state agency, the Township may annul the Contract on three (3) days written notice to the Architect and, if the Architect is not in default, payments will be made as provided herein for all work done under the terms and the conditions of this Agreement, except that payments will be made in such amounts as the Township may consider just and proper for such parts of the work that are not fully completed. It is understood and agreed however, that no payment shall be made for loss of anticipated profits.

## 6.0 COMPENSATION.

6.1 The Owner shall compensate the Architect as follows:

- An initial payment due with signed contract .....\$32,000.00\*
- Interim payment .....\$32,000.00\*

(Upon completion and presentation to Owner of:  
Baseline Report/Review Draft; Vision/Conceptual/  
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- Final payment .....\$64,000.00

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- **TOTAL** .....**\$128,000.00**

\*NOTE: Work in each phase proceeds upon receipt of payment.

6.2 Reimbursable Expenses are separate and in addition to fees. They are invoiced at a multiple of 1.0 times direct cost. Expenses are itemized on each monthly invoice and will be substantiated with back-up documentation from both Croxton Collaborative and the project Consultants.

## 7.0 ADDITIONAL PAYMENTS TO THE ARCHITECT

7.1 Additional Services may be requested during the project or following its completion. Hourly rates as noted below will subject to the Owner's approval, to these additional services until such time as a new Letter of Agreement can be signed. Invoicing for these services will be monthly and will include a specification of each person who worked on the project, the Hourly Rate of the person and total number of hours worked: Directors Hourly Rates for work



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Director of Interior Design ..... \$200.00/hr.  
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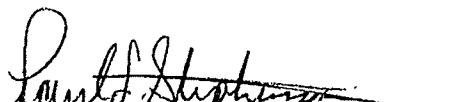
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Agreed to by:

  
Randolph R. Croxton, President  
Croxton Collaborative Architects, P.C.

Date: 10/26/02

Agreed to by:

  
Dr. Paul L. Stephenson, Mayor  
Township of Willingboro

Date: 10/22/02



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# WILLINGBORO TOWNSHIP

No 010955

ONE SALEM ROAD  
WILLINGBORO, NJ 08046

Pay To ..... CROXTON COLLABORATIVE ARCHITECTS, PC .....

ADDRESS ..... 475 5TH AVENUE .....

CITY ..... NEW YORK, NEW YORK 10017 .....

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	2ND PAYMENT OF THREE		
	INTERIM PAYMENT		32,000 00
	SEE ATTACHED SCHEDULE		
	UPON COMPLETION AND PRESENTATION OF BASELINE		
	REPORT/REVIEW DRAFT; VISION/CONCEPTUAL/COST		
	ESTIMATING REPORT		
	TOTAL NOT TO EXCEED 128,000.00		
	AGREEMENT BETWEEN CROXTON AND TOWNSHIP		
	DEVELOPMENT OF JOHN F. KENNEDY CENTER		

### VENDOR'S CERTIFICATION AND DECLARATION

I solemnly declare and certify under penalty of Law that the within bill is correct in all its particulars, that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

I further certify that, as an employer with [    ] more than five (5) employees  
[    ] less than five (5) employees  
(Check either but not both)

\_\_\_\_\_  
*Signature*

I am an Equal Opportunity Employer and have filed the required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.

\_\_\_\_\_  
*Title*

### DEPARTMENT HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered, said certification being based on signed delivery slips or other reasonable procedures.

Signature \_\_\_\_\_

Title \_\_\_\_\_

ACCOUNT CHARGED	INVOICES CHECKED AND VERIFIED	DATE PAID .....
	..... Approved for Payment .....	CHECK No. ....
	Township Manager	

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# WILLINGBORO TOWNSHIP

No 010989

ONE SALEM ROAD  
WILLINGBORO, NJ 08046

Pay To ..... CROXTON COLLABORATIVE ARCHITECTS, PC .....

ADDRESS ..... 475 5 TH AVENUE .....

CITY ..... NEW YORK, NEW YORK 10017 .....

DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	3RD PAYMENT OF THREE		64,000 00
	FINAL PAYMENT		
	SEE ATTACHED SCHEDULE		
	UPON FINAL PRESENTATION OF: FINAL REPORT		
	BASELINE REPORT/REVIEW; VISION/CONCEPTUAL/		
	COST ESTIMATING REPORT		
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	AGREEMENT BETWEEN CROXTON AND TOWNSHIP		
	DEVELOPMENT OF JOHN F. KENNEDY CENTER		

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I solemnly declare and certify under penalty of Law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

I further certify that, as an employer with [    ] more than five (5) employees  
[    ] less than five (5) employees

(Check either but not both)

I am an Equal Opportunity Employer and have filed the required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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Signature \_\_\_\_\_

Title \_\_\_\_\_

ACCOUNT CHARGED	INVOICES CHECKED AND VERIFIED	DATE PAID .....
	..... Approved for Payment	CHECK No. ....
	..... Township Manager	

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**RESOLUTION NO. 2002 - 110**

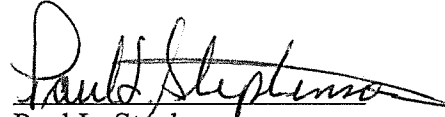
**A RESOLUTION DECLARING CERTAIN TOWNSHIP  
EQUIPMENT AS SURPLUS.**

WHEREAS, Willingboro Township Council has found certain Township Equipment as unusable and too costly to repair; and


WHEREAS, Township Council, must by resolution declare this equipment to be surplus;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23<sup>rd</sup> day of July, 2002, that the unusable equipment, **1978 Mack Pumper**, be declared surplus.

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

  
Paul L. Stephenson  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk



NO  
LOG  
Skipped  
in error

**RESOLUTION NO. 2002 – 111**

**A RESOLUTION AUTHORIZING THE AWARD OF CONTRACT  
FOR THE PROVISION OF CLERK OF THE WORKS SERVICES  
REMINGTON & VERNICK ENGINEERS.**

WHEREAS, the Township Council of the Township of Willingboro has determined that there is a need to build a new Willingboro Free Library; and

WHEREAS, the Township Council has determined that there is a need for Clerk of the Works services to ensure that the Library is built according to the plans and specifications that have been approved by the Township Council; and

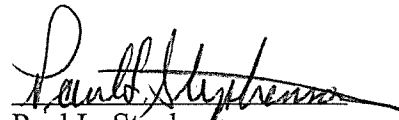
WHEREAS, the State of New Jersey has determined that Clerk of the Works services are considered to be extraordinary and unspecifiable under the New Jersey Public Contracts Statutes; and

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


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 23<sup>rd</sup> day of July, 2002, that Remington & Vernick Engineers is awarded a contract:

- A. Second Extension of Original contract through December 31, 2002, not to exceed \$16,604.35
- B. The Mayor & Clerk are hereby authorized to sign all documents relating to this contract.
- C. This notice will appear once in the Burlington County Times.

BE IT FURTHER RESOLVED, that copies of the resolution be provided to the Finance Director and Remington & Vernick Engineers.

  
Paul L. Stephenson  
Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

RESOLUTION NO. 2002 - 112  
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

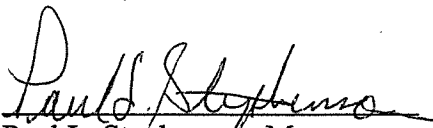
WHEREAS, The Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and


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 July 23, 2002, that an Executive Session closed to the public shall be held on July 23, 2002, at 7:40 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.

  
Paul L. Stephenson, Mayor

ATTEST:  
  
Marie Annese, RMC  
Township Clerk

**RESOLUTION NO. 2002 – 113**

**A RESOLUTION AWARDING A BID FOR A  
20 CUBIC YARD SELF CONTAINED LEAF VACUUM**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a 20 Cubic Yard Self Contained Leaf Vacuum; and

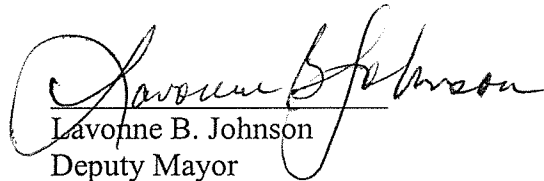
WHEREAS, bids have been received, opened and read in public; and


WHEREAS, it appears to be in the best interest of the Township to accept the bid of ODB Company, 5118 Glen Alden Drive, Richmond, Virginia in the amount of \$21,400.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of August, 2002, that the bid be accepted as per the attached bid return sheet and recommendation; and

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

  
Lavonne B. Johnson  
Deputy Mayor

Attest:  
  
Marie Annese, RMC  
Township Clerk

Certification Of Availability of Funds  
-----

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

Resolution Date: 08/06/02  
Resolution Number: 2002-113

Vendor: ODBC0050 O.D.B. CO  
5118 GLEN ALDEN DRIVE  
RICHMOND, VA 232314305

Contract: 02-00026 20 Cubic Yard Leaf Vacuum

Account Number	Amount	Department
C-04-55-900-001-902	21,400.00	2000 GENERAL CAPITAL
Total	21,400.00	

Only amounts for the 2002 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer

Bid opening: 20 Cubic Yard Self Contained Leaf Vacuum or "Equal" (4 bid packets mailed out) Bid opening by Edith Baldwin, Tuesday, July 16, 2002 at 10:30 A.M. in the Township Clerk's Office.

**BID RETURN SHEET**

**ODB Co.**

Bid Price: \$21,400.00  
Delivery is estimated at 60-65 days ARO

Bid Requirements:

- |  |   |
|--|---|
| 1. Bid Guarantee   | X |
| 2. Certificate of Consent of Surety                      | X |
| 3. Disclosure Statement                                  | X |
| 4. Non-Collusion Affidavit                               | X |
| 5. Affirmative Action Affidavit<br>(signed & dated)      | X |
| 6. Employment Eligibility Verification                   | X |
| 7. Any other documents required by<br>bid specifications | X |

To Mr. H. McFarland for review & recommendations  
cc: Mayor, Council & Twp. Mgr.

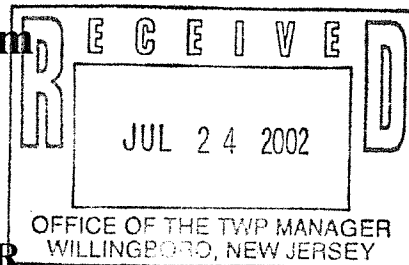
/eb

# Township of Willingboro

## Department of Recreation/Public Works

### Interoffice Memorandum

July 23, 2002



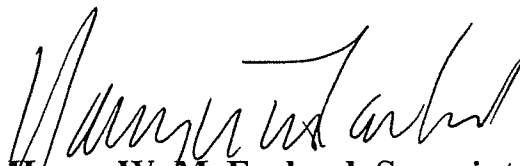
**TO: DENISE ROSE, TOWNSHIP MANAGER**

**FROM: HARRY W. McFARLAND, SUPERINTENDENT**

**RE: LEAF COLLECTION UNIT**

---

I am recommending the acceptance of the bid of \$21,400.00 from ODB for a leaf vacuum. It is important to get our order in early in order to get the unit by leaf collection season.

  
Harry W. McFarland, Superintendent  
Recreation/Public Works Department

HWM/rmj

*Approved*

✓

**RESOLUTION NO. 2002 - 114**  
**A RESOLUTION AUTHORIZING LIENS AGAINST**  
**REAL PROPERTY FOR THE ABATEMENT OF**  
**CERTAIN CONDITIONS IN ACCORDANCE WITH**  
**THE PROPERTY MAINTENANCE CODE OF THE**  
**TOWNSHIP OF WILLINGBORO.**

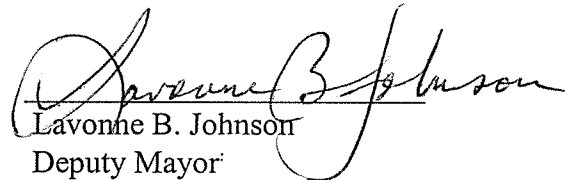
WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

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


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

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of August, 2002, that the attached schedule is hereby approved and certified to the Tax Collector of the Township of Willingboro as liens against the specific properties listed and to draw interest as tax liens as provided by law.

  
Lavonne B. Johnson  
Deputy Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk



# WILLINGBORO TOWNSHIP

## INSPECTIONS INTER-OFFICE MEMO

TO: DENISE M. ROSE  
TOWNSHIP MANAGER

MARIE ANNESE  
TOWNSHIP CLERK

FROM: LEONARD MASON  
DIRECTOR OF INSPECTIONS

DATE: JULY 30, 2002

SUBJECT: **PROPERTY MAINTENANCE VIOLATIONS**

Under the Township's Property Maintenance Ordinance, liens have been imposed on properties in the amount of **\$9,153.60** for the time period of July 1, 2002 through July 31, 2002.

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

### **Grass Cuttings:**

3 Properties @	\$48.00	\$144.00
8 Properties @	\$70.00	\$560.00
1 Property @	\$144.00	\$144.00
1 Property @	\$434.00	\$434.00
1 Property @	\$210.00	\$210.00
3 Properties @	\$140.00	\$420.00
1 Property @	\$88.00	\$158.00
1 Property @	\$326.00	\$326.00
1 Property @	\$120.00	\$120.00
1 Property @	\$78.00	\$ 78.00
1 Property @	\$180.00	\$180.00
2 Properties @	\$168.00	<u>\$336.00</u>
		\$3,110.00

### **Property Maintenance: Properties**

<b><u>ADDRESS</u></b>	<b><u>BLOCK &amp; LOT</u></b>	<b><u>WORK DONE</u></b>	<b><u>AMOUNT</u></b>
Sidney Ln.	1-4	Cut overgrown grass In field	\$1,080.00

17 Hadley Ln.	603-15	Remove shrubbery & debris	\$162.00
6 Nassau Dr.	1019-110	Remove clippings, trash and debris	\$248.00
23 Twisting Ln.	1131-3	Dispose of branches and overgrown shrubs	\$974.00
74 Harrington Cir.	642-41	Remove and dispose of trees	\$600.00
85 Thornhill Ln.	1105-14	Remove clippings	\$156.00
444 Charleston Rd.	608-6	Remove large pile of cut trees	\$1,161.60
74 Niagara Ln.	1023-440	Clean up yard, dispose of clippings/debris	\$936.00
34 Buttonbush Ln.	221-9	Remove and dispose of 11 yrds of branches	\$726.00

**Calin**

  
 Leonard Mason  
 Director of Inspections

LM:lam

**RESOLUTION NO. 2002 - 115**

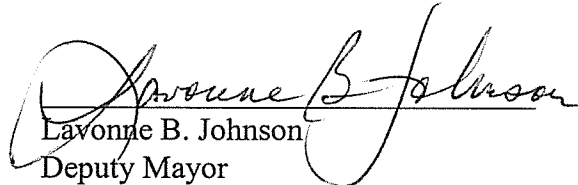
**A RESOLUTION AUTHORIZING REFUNDS FOR OVER-PAYMENTS OF TAXES DUE TO PAYMENTS IN ERROR.**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicated overpayments of taxes due to payments in error.


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 6<sup>th</sup> day of August, 2002, 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.

  
Lavonne B. Johnson  
Deputy Mayor

Attest:



Marie Annese, RMC  
Township Clerk

HAZEL BISHOP 52 MILLBROOK DRIVE WILLINGBORO, N.J. 08046 BLOCK 535 LOT 15 52 MILLBROOK DR. OVERPAYMENT TAXES	\$776.61
WASHINGTON MUTUAL HOME LOANS ATTN: TAX DEPARTMENT FSC0211 PO BOX 100563 FLORENCE, SC 29501-0563 BLOCK 824 LOT 35 23 ENTER TURN OVERPAYMENT TAXES	34.72
FIDELITY NATIONAL TAX SERVICE, INC. ATTN: K. CASILLAS - 2619-3679123 2835 MITCHELL DR. SUITE 200 WALNUT CREEK, CA. 94598 BLOCK 242 LOT 13 42 BARRINGTON LANE OVERPAYMENT TAXES	11.70
WILLIAM J. MCNICHOL ATTY AT LAW 3629 NOTTINGHAM WAY TRENTON, NJ 08690 BLOCK 332 LOT 29 19 PEACHFIELD LANE OVERPAYMENT TAXES	642.69
COLLEGIATE TITLE CORP. 110 MARTER AVE. SUITE 107 MOORESTOWN, NJ 08057 BLOCK 136 LOT 14 24 SOUTH SUNSET ROAD OVERPAYMENT TAXES	281.66
COLLEGIATE TITLE CORP. 110 MARTER AVE. SUITE 107 MOORESTOWN, NJ 08057 BLOCK 312 LOT 9 30 PEACOCK LANE OVERPAYMENT TAXES	775.00

JOE & JESSIE CANTY  
28 PLUMTREE LANE  
BLOCK 328  
LOT 26  
28 PLUMTREE LANE  
OVERPAYMENT TAXES

\$24.96

RESOLUTION NO. 2002 - 116

**RESOLUTION FOR RENEWAL OF MEMBERSHIP  
IN THE PROFESSIONAL MUNICIPAL MANAGEMENT  
JOINT INSURANCE FUND**

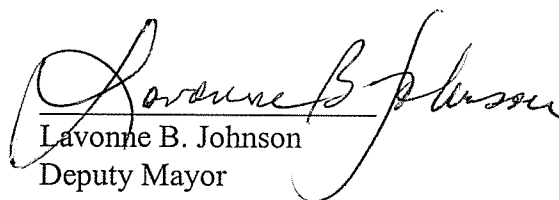
WHEREAS, the Township of Willingboro is a member of the Professional Municipal Management Joint Insurance Fund, and

WHEREAS, said renewal membership terminates as of December 31, 2002 unless earlier renewed by agreement between the Municipality and the Fund; and


WHEREAS, the Municipality desires to renew said membership.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of August, 2002, as follows:

1. The Township agrees to renew its membership in the Professional Municipal Management Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
2. The Mayor and Clerk shall be and hereby are authorized to execute the Agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Professional Municipal Management Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

  
Lavonne B. Johnson  
Deputy Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

**AGREEMENT TO RENEW MEMBERSHIP IN THE  
PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND**

WHEREAS, the Professional Municipal Management Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, the Township of Willingboro is currently a member of said Fund, and;

WHEREAS, effective December 31, 2002, said membership will expire unless earlier renewed, and;

WHEREAS, the Mayor and Council of the Township of Willingboro has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

1. Township of Willingboro hereby renews its membership in the Professional Municipal Management Joint Insurance Fund for a three (3) year period, beginning January 1, 2003 and ending January 1, 2006\*.
2. The Township of Willingboro hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Professional Municipal Management Joint Insurance Fund as from time tot time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. Township of Willingboro agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.

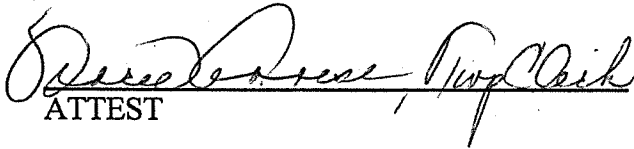
\*12:01 am

4. In consideration of the continuing membership of the Township of Willingboro in the Professional Municipal Management Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of the Township of Willingboro.
5. Executed the 6th day of August, 2002 as the lawful and binding act and deed of the , which execution has been duly authorized by public vote of the governing body.



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Lavonne Bebler Johnson  
Deputy Mayor



ATTEST

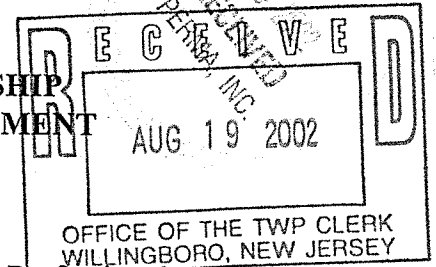
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PROFESSIONAL MUNICIPAL MANAGEMENT  
JOINT INSURANCE FUND



RESOLUTION NO. 2002 - 116

RESOLUTION FOR RENEWAL OF MEMBERSHIP  
IN THE PROFESSIONAL MUNICIPAL MANAGEMENT  
JOINT INSURANCE FUND



WHEREAS, the Township of Willingboro is a member of the Professional Municipal Management Joint Insurance Fund, and

WHEREAS, said renewal membership terminates as of December 31, 2002 unless earlier renewed by agreement between the Municipality and the Fund; and

WHEREAS, the Municipality desires to renew said membership.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of August, 2002, as follows:

1. The Township agrees to renew its membership in the Professional Municipal Management Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
2. The Mayor and Clerk shall be and hereby are authorized to execute the Agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Professional Municipal Management Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

*Lavonne B. Johnson*  
Lavonne B. Johnson  
Deputy Mayor

Attest:

*Marie Annese*  
Marie Annese, RMC  
Township Clerk

CERTIFIED A TRUE COPY OF RESOLUTION ADOPTED

BY WILLINGBORO TWP. COUNCIL ON

*August 6, 2002*

*Marie Annese*  
TOWNSHIP CLERK

**AGREEMENT TO RENEW MEMBERSHIP IN THE  
PROFESSIONAL MUNICIPAL MANAGEMENT JOINT INSURANCE FUND**

WHEREAS, the Professional Municipal Management Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, the Township of Willingboro is currently a member of said Fund, and;

WHEREAS, effective December 31, 2002, said membership will expire unless earlier renewed, and;


WHEREAS, the Mayor and Council of the Township of Willingboro has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

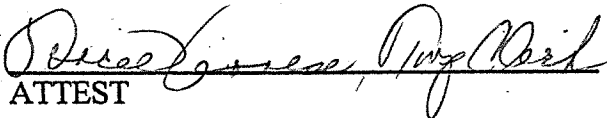
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2. The Township of Willingboro hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Professional Municipal Management Joint Insurance Fund as from time tot time amended and altered by the Department of Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. Township of Willingboro agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.

\*12:01 am

4. In consideration of the continuing membership of the Township of Willingboro in the Professional Municipal Management Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of the Township of Willingboro.
5. Executed the 6<sup>th</sup> day of August, 2002 as the lawful and binding act and deed of the \_\_\_\_\_, which execution has been duly authorized by public vote of the governing body.



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



ATTEST



\_\_\_\_\_  
PROFESSIONAL MUNICIPAL MANAGEMENT  
JOINT INSURANCE FUND

**RESOLUTION NO. 2002 – 117**

**A RESOLUTION AUTHORIZING A CHANGE ORDER NO. 1  
FOR ARAWAK PAVING – 1999 ROADWAY REPAIR PROJECT**

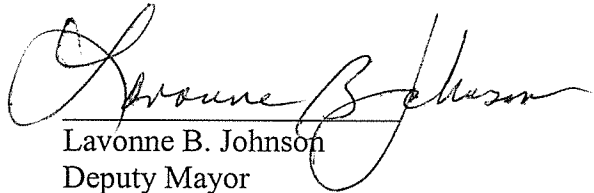
WHEREAS, Willingboro Township Council, by Resolution No. 2000, 107, awarded a contract to Arawak Paving Co., Inc., in the amount of \$455,000.00; and

WHEREAS, the Engineer has submitted a change order adjusting the amount of the contract as per the attached recommendation and explanation; and


WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of August, 2002, as follows:

1. Change Order No. 1 represents Additional Supplemental charges of \$11,284.00
2. Change Order No. 1 represents Extra charges of \$62,901.74
3. Change Order No. 1 represents a Reduction of \$1,096.20
4. Change Order No. 1 increases the contract to \$528,089.54 (an increase of \$73,089.54) representing a 16.6% change in contract.
5. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information and attention.

  
Lavonne B. Johnson  
Deputy Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk



651 High Street  
Burlington, NJ 08016  
(609) 387-2800  
Fax (609) 387-3009  
www.lwrengineers.com

168 W. Ridge Pike  
Limerick, PA 19468  
(800) 640-8921

Robert W. Lord, PE & LS, PP  
Raymond L. Worrell, II, PE & LS, PP, CME  
Jeffrey S. Richter, PE, PP

July 11, 2002

Ms. Denise Rose, Township Manager  
Willingboro Municipal Building  
One Salem Road  
Willingboro, NJ 08046

Mark E. Malinowski, PE

RE: 1999 Roadway Repairs Project  
Willingboro Township  
Partial Payment #7  
LWR File No. 99-39-31

John P. Augustino  
Stephen L. Berger  
Gerald J. DeFelicis, Jr., CLA, PP, AICP  
Barry S. Dirkin  
Carl A. Turner, PE

Dear Ms. Rose:

This letter is to certify that Arawak Paving Company, Inc., 7503 Weymouth Road, Hammonton, NJ 08037, has partially completed the above referenced contract. We are certifying that payment be made in the amount of

*Fifty Thousand Eight Hundred Seventy-Four Dollars and 42/100--  
(\$50,874.42)*

This is in accordance with the enclosed Payment Certification. This payment includes costs contained in the attached Change Order in the amount of \$22,968.47 for work already performed. The Change Order also includes the resurfacing of Montrose Lane in the amount of \$51,272.00. This will be done at the Contractor's 1999 prices.

Patrick J. Ennis, PE  
Gordon L. Lenher, LS  
Edwin R. Ruble, LS  
Gurbachan Sethi, PE  
Gary Zube, LS

Consultants  
C. Kenneth Anderson, PE & LS, PP  
Philip C. DiMartino, CPRP

If you have any questions or require additional information, please call.

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE  
Willingboro Township Engineer

CAT:JPA:km

Enclosures

cc: Jim Pontari, Arawak Paving Company, Inc.  
John P. Augustino, LWR Director of Inspections

99-39-31\MISC\PAYCERT#7-L01.Doc (02)



651 High Street  
Burlington, NJ 08016

CHANGE ORDER NO. 1

Contractor Arawak Paving Company, Inc. Date July 11, 2002  
 Address 7503 Weymouth Road Project No. 99-39-31  
Hammonton, NJ 08037 1999 Roadway Repairs Project  
Willingboro Township

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of supplementary work you agree to its performance at the prices stated.

Location and reason for changes. This change reflects quantities for unforeseen soft conditions while repaving Pennypacker Drive and Glover Lane.

**SUPPLEMENTAL**

No.	Description	Quantity	Unit Price	Amount
SA 1	Re-Install Dense Graded Aggregate	1 LS	\$1,560.00	\$ 1,560.00
SA 2	Soil Stabilization Fabric	3,536 SY	\$ 2.75	\$ 9,724.00
				\$11,284.00

**EXTRA**

2	Existing Roadway Excavation, Unclassified	852 CY	\$ 16.00	\$ 13,632.00
3	Roadway Excavation, Earth	559.4 CY	\$ 7.50	\$ 4,195.50
4	Removal of Concrete Base	2639.6 CY	\$ 4.00	\$ 10,558.40
8	Dense Graded Aggregate, Variable Thickness	582.7 CY	\$ 5.00	\$ 2,913.50
9	Milling, 0" - 3"	2421 SY	\$ 1.30	\$ 3,147.30
13	Bituminous Stabilized Base, Mix I-2, 5" Thick	649.84 TN	\$ 31.00	\$ 20,145.04
14	Bituminous Concrete Surface, Mix I-5	250 TN	\$ 33.00	\$ 8,250.00
16	12" White Stop Bars	1 UT	\$ 60.00	\$ 60.00
				\$ 62,901.74

**REDUCTION**

5	6" Perforated Corrugated Polyethylene Pipe	45 LF	\$ 16.00	\$ 720.00
15	Traffic Stripes	836 LF	\$ 0.45	\$ 376.20
				\$ 1,096.20

Amount of Original Contract..... \$455,000.00

Adjusted amount of Contract due to previous Change Orders..... \$0.00

Supplemental..... \$ 11,284.00

Extra..... \$ 62,901.74

Reduction..... \$ 1,096.20

Adjusted Amount of Contract..... \$528,089.54

Change in Contract..... 16.06 %

*Carl A. Turner*

Carl A. Turner, PE, Township Engineer Date

Willingboro Township  
Municipality

*Paul F. Stephens*  
Mayor

7/22/01  
Date

Arawak Paving Company, Inc.  
Contractor

*P. A. P. J. C.*  
Signed

7/11/02  
Date

Date

RESOLUTION NO. 2002 – 118

**A RESOLUTION AUTHORIZING A CHANGE ORDER NO. 1  
FOR JONES MASONRY CORP., SHARED SERVICES, PLAYGROUND**

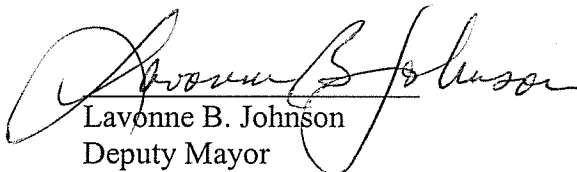
WHEREAS, Willingboro Township Council, by Resolution No. 2002, 72, awarded a contract to Jones Masonry Corp., in the amount of \$127,500.00; and

WHEREAS, the Engineer has submitted a change order adjusting the amount of the contract as per the attached recommendation and explanation; and


WHEREAS, the rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council,

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of August, 2002, as follows:

1. Change Order No. 1 represents Additional Supplemental charges of \$5,520.00
2. Change Order No. 1 increases the contract to \$133,020.00 representing a 4.33% increase.
3. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information and attention.

  
Lavonne B. Johnson  
Deputy Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

Certification Of Availability of Funds  
-----

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

Resolution Date: 08/06/02

Resolution Number: 2002-118

Vendor: JONES070 JONES MASONARY  
P.O. BOX 2401  
TABERNACLE, NJ 08088

Contract: 02-00029 JONES CHANGE ORDER

Account Number	Amount	Department
C-04-55-998-002-928	5,520.00	1998 General Capital
Total	5,520.00	

Only amounts for the 2002 Budget Year have been certified.  
Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer





Contractor Jones Masonry Corp.  
 Address P.O. Box 2401  
Tabernacle, NJ 08088

CHANGE ORDER NO. 1

Date July 16, 2002

Project No. 2001-39-15-04

Shared Services Playgrounds

Willingboro Township

Gentlemen:

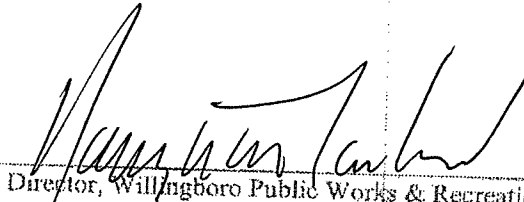
In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of supplementary work you agree to its performance at the prices stated.

Location and reason for changes. Due to change in location as requested by Principal at the Martin Luther King School.

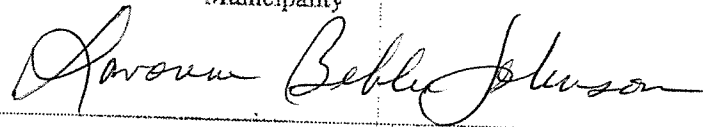
SUPPLEMENTAL

No.	Description	Quantity	Unit Price	Amount
S1	Site Changes	1 LS	\$5,520.00	\$5,520.00

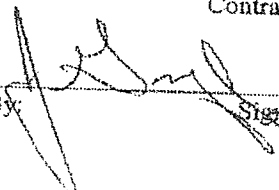

Amount of Original Contract	\$127,500.00
Adjusted amount of Contract due to previous Change Orders	0
Supplemental	\$5,520.00
Extra	0
Reduction	0
Adjusted Amount of Contract	\$133,020.00
Change in Contract	4.33%

  
 Director, Willingboro Public Works & Recreation

Willingboro Township Municipality

  
 Mayor

Jones Masonry Corp. Contractor

By:  Signed:  Date: 7/24/02



651 High Street  
 Burlington, NJ 08016  
 (609) 387-2800  
 Fax (609) 387-3009  
 www.lwrengineers.com

168 W. Ridge Pike  
 Limerick, PA 19468  
 (800) 640-8923

Robert W. Lord, PE & LS, PE  
 Raymond L. Worrell, II, PE & LS, PE, LBE  
 Jeffrey S. Richter, PE, PE

**TRANSMITTED VIA FACSIMILE & REGULAR MAIL**  
 609-871-1566 / 609-871-6990

July 16, 2002

Mark E. Malinowski, PE

Mr. Abdi Gass, Business Admin. / Board Secretary  
 Willingboro Public Schools  
 Administration Offices - Levitt Building  
 50 Salem Road  
 Willingboro, NJ 08046

John P. Augustine

Stephen J. Beggs

Donald E. DeFollos, Jr., CLA, PE, AICP

Barry S. Durkin

Carl A. Turner, PE

Mr. Harry McFarland, Director  
 Willingboro Township Dept. of Public Works  
 429 John F. Kennedy Way  
 Willingboro, NJ 08046

RE: Shared Services Playgrounds  
 MLK Change Order No. 1  
 LWR File No. 2001-39-15-04

Patrick J. Emitt, PE

Charles E. Lybber, LS

William R. Robb, LS

Georgian Sabo, PE

Gary Zehn, LS

Consultants

C. Kenneth Anderson, PE & LS, PE

Philip C. DeMedina, CRRP

Dear Mr. Gass & Mr. McFarland:

As you are aware, on Thursday, June 6, 2002, the contractor began installing the playground at the MLK site. The location of the playground was in the front yard of the school building approximately ten (10) to fifteen (15) feet from the classrooms. It appeared that this location was not acceptable to the School's Principal because of its proximity to the classrooms, the lack of air conditioning and the noise anticipated when opening the window. A meeting was held on site with the two of you, a representative of the MLK School and myself. The resolution was to move the playground location to the rear of the school.

The contractor was stopped after he had begun tasks at the front including: excavation, transporting of excavated material and drainage trench excavation. A Change Order is being requested covering these costs and the cost associated with restoring this area. In addition, the lowering of a manhole cover to accommodate the twelve (12) inches of the shredded wood safety surface at the WR James School is included. The cost of these items total \$5,520.00. I recommend the approval of this Change order.

Very truly yours,

LORD, WORRELL & RICHTER, INC.

Carl A. Turner, PE  
 Willingboro Township Engineer / School Board Engineer

CAT:db

c: Denise Rose, Township Manager

2001-39-15-04-CATGASS-MCFARLAND-LIS.DOC (02)

# JONES MASONRY CORP



Phone 609-268-3124  
 Fax 609-268-3983  
 Mobile 609-230-3805

August 1, 2002

Lord, Worrell, Richter, Inc.  
 653 High St.  
 Burlington, NJ 08016

ATTN: Carl A. Turner, PE  
 RE: Willingboro Shared Services Playgrounds  
 MISSING PLAY CURB

Dear Carl,

We are still awaiting the 9 pc. of Gametime Curb that we are short because of the omission of the handicap curbs. As per our correspondence to you on June 27, 2002, the list is as follows:

- 9 pc. Gametime 3783 Black Six Ft. Curb
- 18 pc. Gametime 3785 Galvanized Stake

The project is complete except for the seeding and the installation of one (1) bent swing leg. Our intention is to install the leg tomorrow or August 5<sup>th</sup>.

The missing 54 ft. of curb creates a 12 inch drop from grade at the perimeter of the play area. This is a hazardous condition and we must have the curb for the site. We have reinstalled the safety fence on a daily basis until today but today will be our last day on the site. We have demobilized and we currently are no longer there to protect the area.

I have no idea when the curb will be on site. We spoke to Game Time today and they had no recollection of an order for this curb. It may be better to have the Recreation Dept. install the play surface at this 54 ft. area until the curb arrives. At that time the surface could be pulled back and the curb installed. The surface currently is piled slightly away from the proposed area of the curb and could be easily installed. If the curb is en route, then it may be better to wait a few days.

I reiterate that this a very serious, UNSAFE CONDITION. The playground is complete with the exception of this curb. I wrote you on June 7<sup>th</sup> regarding this issue and you gave us a directive to omit the handicap curb. I have called the recreation department and you numerous times regarding these missing items.

We are not onsite and are not able to keep the fence up. You must decide how to keep the areas safe until your curb arrives. We completed the entire project without any problems. I want to keep it that way.

Sincerely yours,

Jones Masonry Corp.  
 J. Gary Jones

*file*

✓

RESOLUTION NO. 2002 - 119  
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

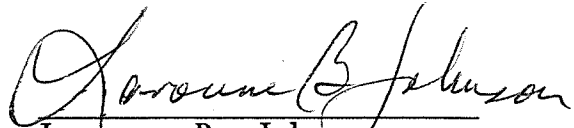
WHEREAS, it is necessary for the Township Council of the Township of Willingboro to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- (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 Aug. 6, 2002, that an Executive Session closed to the public shall be held on Aug. 6, 2002, at 7:45p.m. in the Willingboro Township Municipal Complex, One Salem Road, Willingboro, New Jersey, for the discussion of matters relating to the specific items designated above.

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

ATTEST:  
  
Marie Annese, RMC  
Township Clerk

  
Lavonne B. Johnson  
Deputy Mayor

**RESOLUTION NO. 2002 - 120**

**A RESOLUTION AWARDED A BID FOR SALEM ROAD  
RECONSTRUCTION, SECTION 1, SECTION 11, SECTION 111  
AND THE WILLINGBORO PUBLIC FACILITY**

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

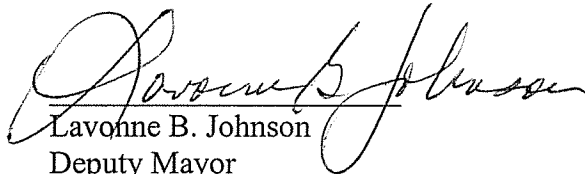
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of American Asphalt, Inc. 116 Main Street, W. Collingswood, New Jersey 08059. The award is for a total bid amount of \$463,801.50; and


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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> day of August, 2002, that the bid be accepted as per the recommendation of the Township Engineer.

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

  
Lavonne B. Johnson  
Deputy Mayor

Attest:

  
Marie Annese, RMC  
Township Clerk

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

Resolution Date: 09/04/02

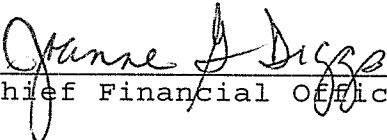
Resolution Number: 2002-120

Vendor: AMERI032 AMERICAN ASPHALT CO, INC  
116 MAIN ST  
WEST COLLINGSWOOD H, NJ 08059

Contract: 02-00031 AMERICAN ASPHALT SALEM RD  
ROAD PROJ

Account Number	Amount	Department
C-04-55-902-004-921	463,801.50	2002 GENERAL CAPITAL
Total	463,801.50	

Only amounts for the 2002 Budget Year have been certified.  
Amounts for future years are contingent upon sufficient funds being appropriated.

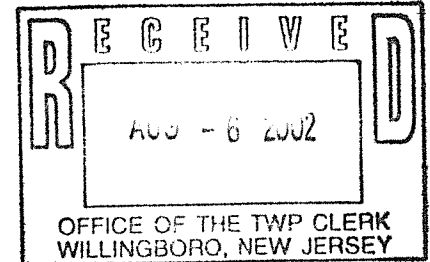
  
\_\_\_\_\_  
Chief Financial Officer

Robert W. Lord, PE & LS, PP

Raymond L. Worrell, II, PE & LS, PP, CME

Jeffrey S. Richter, PE, PP

August 5, 2002



Mark E. Malinowski, PE

Members of Council  
Willingboro Township  
Municipal Complex  
One Salem Road  
Willingboro, NJ 08046

John P. Augustino

Stephen L. Berger

Gerald J. DeFelicis, Jr., CLA, PP, AICP

Barry S. Dirkin

Carl A. Turner, PE

RE: Recommendation of Award  
Salem Road Reconstruction - Section I  
LWR File No. 1999-39-34  
Salem Road Reconstruction - Section II  
LWR File No. 2000-39-34  
Salem Road Reconstruction - Section III  
LWR File No. 2001-39-34  
Willingboro Public Facility  
LWR File No. 2001-39-15-01

Patrick J. Ennis, PE

Gordon L. Lenher, LS

Edwin R. Ruble, LS

Gurbachan Sethi, PE

Gary Zube, LS

Dear Council Members:

Consultants

C. Kenneth Anderson, PE & LS, PP

Philip C. DiMartino, CPRP

Submitted herewith is the justification package for contract approval covering the tasks listed above. A full description of the work being provided is contained in the Contract Documents titled Parking Area Improvements at a Willingboro Public Facility (Phase I) and Reconstruction of Salem Road (Phase II).

This Contract innovatively combines two (2) different type projects, i.e. a parking lot improvement and a road reconstruction. These two (2) projects were combined based on similarity in material installation.

The funds for the Parking Area Improvement under Phase I are obtained by a block grant under Catholic Charities. An agreement is in place with the Township for the distribution of these funds.

The funds for the Salem Road Reconstruction Project was obtained from three (3) separate grants provided by the New Jersey Department of Transportation under Local Aid. Based on the dollar amount and services required, a unit price / lump sum contract

**A. SCOPE OF WORK**

Phase I - Parking Area Improvements of a Willingboro Public Facility

This Contract is subject to US Department of Housing and Urban Development, Community Development Block Grant Program Regulations and Federal Labor Standard provisions.

NOTICE IS HEREBY GIVEN. THIS IS A SECTION 3 PROJECT OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AND, TO THE GREATEST EXTENT FEASIBLE, OPPORTUNITIES FOR TRAINING AND EMPLOYMENT MUST BE GIVEN TO LOW AND MODERATE INCOME PERSONS RESIDING WITHIN THE PROJECT AREA; AND THE PROJECT MUST UTILIZE BUSINESSES LOCATED IN OR OWNED IN SUBSTANTIAL PART BY PERSONS RESIDING WITHIN THE PROJECT AREA.

Clearing and Grading Site	1	LS
Bituminous Stabilized Base Course, Mix I-2, 4" Thick	950	SY
Bituminous Concrete Surface Course, Mix I-5, 2" Thick	950	SY
Concrete Sidewalk, 4" Thick	65	SY
Silt Fence	300	LF
Handicap Pavement Markings	2	UT
Handicap Signs	2	UT
Parking Stripes, 4" Wide	350	LF
Grading, Topsoiling, Fertilizing and Seeding	120	SY
Trash Enclosure	1	LS
Timber Edging	450	LF

PHASE II - Reconstruction of Salem Road

Maintenance & Protection of Traffic	1	LS
Existing Roadway Excavation	3,560	CY
Dense Graded Aggregate Base Course, 6" Thick	1,650	CY
Milling, 0"-3"	300	SY
Concrete Curb	3,750	LF
6" R.C. Driveway Aprons	100	SY
6" R.C. Handicap Ramps	40	SY
Bituminous Stabilized Base Course, Mix I-2, 5" Thick	13,000	SY
Bituminous Concrete Surface Course, Mix I-5, 2" Thick	13,000	SY
Long Life Epoxy Traffic Stripes, 4" Wide	4,500	LF
Inlet/Manhole Casting Adjustment	7	UT
Water/Gas Valve Adjustment	9	UT



**B. BID SOLICITATION:**

A solicitation notice was placed in the Burlington County Times (BCT) for the above mentioned project. A solicitation notice was also sent to F.W. Dodge, Brown's Letters and Construction Data Corporation. Because of the expedience required in this project, notices were faxed to contractors experienced in working for the Township of Willingboro. The Contract Documents (Plans and Specifications) were made available to interested bidders beginning July 22, 2002.

All bids were due in the Township Clerk's Office no later than 10:00 AM on August 5, 2002. Two vendors submitted bids. The attached Bid Tabulation Sheet identifies the bidders by company name, address and telephone number.

Proposals were received from the following:

- Meredith Paving Corporation
- American Asphalt Company, Inc.

All submitted bids met the time and delivery criteria.

**C. PRICE ANALYSIS / JUSTIFICATION**

A responsiveness check was performed to ensure that all of the information requested was submitted and formatted in accordance with the Contract Documents. All proposals were deemed responsive.

An itemized cost comparison is contained on the Bid Tabulation Sheet attached. This sheet shows the costs submitted by line item, estimated quantity, unit price and total amount.

American Asphalt Company, Inc. submitted the low bid in the amount of \$463,801.50. A summary of the bid received is as follows:

<b>VENDOR</b>	<b>PHASE I</b>	<b>PHASE II</b>	<b>TOTAL</b>
American Asphalt	\$ 50,966.50	\$412,835.00	\$463,801.50
Meredith Paving	\$ 57,981.50	\$441,254.84	\$499,235.84

An Engineer's Cost Estimate was prepared by LWR, Inc. to determine the approximate worth of this project. This estimate is also contained on the Bid Tabulation attached. The LWR Engineer's Estimate is \$544,135.00.

The bids received were lower than the LWR Estimate by 8% and 4% respectively. The two bids were within 4% of each other.

Based on the range of bids received and the fact that the LWR Engineer's Estimate is close to the average of all bids submitted, LWR considers the bids to be valid and competitive.

**D. RESPONSIBILITY**

A reference inquiry of American Asphalt was made by LWR. This inquiry was limited to reference verification in addition to bond and surety submission.

The following two (2) references were contacted:

- Borough of Collingswood, Bradford Stokes, Administrator.
- Township of Cinnaminson, Carl A. Letterie, Superintendent.

All references responded favorably for American Asphalt. American Asphalt has also performed similar work for the Township of Willingboro.


**E. RECOMMENDATIONS**

In reviewing all proposals, consideration was given to the following; technical ability to perform the required work, period of response, responsibility, estimated time of completion and total estimated costs.

LWR, Inc. recommends the award of a unit price / lump sum contract of \$463,801.50 to American Asphalt Company, Inc. American Asphalt has submitted the lowest responsible and responsive bid, and has proven itself capable of performing such work within the industry.

Very truly yours,

LORD, WORRELL & RICHTER, INC.



Carl A. Turner, PE  
Willingboro Township Engineer

CAT:db

Enclosures

c: Ms. Denise Rose, Township Manager

**PARKING AREA IMPROVEMENTS OF A WILLINGBORO PUBLIC FACILITY - PHASE I**

**SALEM ROAD RECONSTRUCTION - PHASE II**

TOWNSHIP OF WILLINGBORO  
 August 5, 2002 @ 10:00 AM  
 Township of Willingboro, Municipal Complex, One Salem Road, Willingboro, NJ  
 Carl A. Turner, PE, Willingboro Township Engineer  
 Lord, Worrell & Richter, Inc.  
 LWR File No. 2000-39-34

**BID TABULATION**

American Asphalt Inc. 116 Main St. W. Collingswood, NJ 08059 856-456-2899 856-456-7119	Meredith Paving Corp. P.O. Box 267 Riverton, NJ 08077 856-829-4343 856-829-3419	Abbonizio Contractors P.O. Box 315 Sewell, NJ 08080 856-228-2600 856-228-2915
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PHASE I - PARKING AREA IMPROVEMENTS			ENGINEER'S ESTIMATE						
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Clearing & Grading Site	1 LS		\$ 2,000.00	\$ 2,000.00	\$ 15,250.00	\$ 15,250.00	\$ 25,000.00	\$ 25,000.00
2	Bituminous Concrete Surface Course, Mix 1-5, 2" Thick	950 SY		\$ 6.00	\$ 5,700.00	\$ 9.10	\$ 8,645.00	\$ 6.00	\$ 5,700.00
3	Bituminous Stabilized Base Course, Mix 1-2, 4" Thick	950 SY		\$ 12.00	\$ 11,400.00	\$ 12.00	\$ 11,400.00	\$ 10.00	\$ 9,500.00
4	Concrete Sidewalk, 4" Thick	65 SY		\$ 45.00	\$ 2,925.00	\$ 50.00	\$ 3,250.00	\$ 65.00	\$ 4,225.00
5	Silt Fence	300 LF		\$ 6.50	\$ 1,950.00	\$ 2.00	\$ 600.00	\$ 5.00	\$ 1,500.00
6	Handicap Pavement Markings	2 UT		\$ 120.00	\$ 240.00	\$ 35.00	\$ 70.00	\$ 50.00	\$ 100.00
7	Handicap Signs	2 UT		\$ 250.00	\$ 500.00	\$ 175.00	\$ 350.00	\$ 300.00	\$ 600.00
8	Parking Stripes, 4" Wide	350 LF		\$ 1.00	\$ 350.00	\$ 0.35	\$ 122.50	\$ 0.59	\$ 206.50
9	Grading, Topsoiling, Fertilizing & Seeding	120 SY		\$ 10.00	\$ 1,200.00	\$ 7.95	\$ 954.00	\$ 10.00	\$ 1,200.00
10	Trash Enclosure	1 LS		\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00
11	Timber Edging	450 LF		\$ 7.00	\$ 3,150.00	\$ 8.50	\$ 3,825.00	\$ 11.00	\$ 4,950.00
<b>TOTAL LUMP SUM BID:</b>					<b>\$ 34,415.00</b>		<b>\$ 50,966.50</b>		<b>\$ 57,981.50</b>

**NO BID RECEIVED**

PHASE II - SALEM ROAD RECONSTRUCTION			UNIT PRICE			AMOUNT			
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Maintenance & Protection of Traffic	1 LS		\$ 5,000.00	\$ 5,000.00	\$ 12,950.00	\$ 12,950.00	\$ 16,971.34	\$ 16,971.34
2	Existing Roadway Excavation	3,560 CY		\$ 12.00	\$ 42,720.00	\$ 21.00	\$ 74,760.00	\$ 20.00	\$ 71,200.00
3	Dense Graded Aggregate Base Course, 6" Thick	1,650 CY		\$ 18.00	\$ 29,700.00	\$ 33.00	\$ 54,450.00	\$ 33.00	\$ 54,450.00
4	Milling, 0.3"	300 SY		\$ 4.00	\$ 1,200.00	\$ 10.00	\$ 3,000.00	\$ 10.00	\$ 3,000.00
5	Concrete Curb	3,750 LF		\$ 20.00	\$ 75,000.00	\$ 17.50	\$ 65,625.00	\$ 17.75	\$ 66,562.50
6	6" R.C. Driveway Aprons	100 SY		\$ 65.00	\$ 6,500.00	\$ 50.00	\$ 5,000.00	\$ 86.40	\$ 8,640.00
7	6" R.C. Handicap Ramps	40 SY		\$ 45.00	\$ 1,800.00	\$ 50.00	\$ 2,000.00	\$ 86.40	\$ 3,456.00
8	Bituminous Stabilized Base Course, Mix 1-2, 5" Thick	13,000 SY		\$ 18.00	\$ 234,000.00	\$ 9.65	\$ 125,450.00	\$ 11.50	\$ 149,500.00
9	Bituminous Concrete Surface Course, Mix 1-5, 2" Thick	13,000 SY		\$ 8.00	\$ 104,000.00	\$ 4.95	\$ 64,350.00	\$ 4.80	\$ 62,400.00
10	Long Life Epoxy Traffic Stripes 4" Wide	4,500 LF		\$ 1.00	\$ 4,500.00	\$ 0.55	\$ 2,475.00	\$ 0.55	\$ 2,475.00
11	Manhole Casting Adjustment	7 UT		\$ 500.00	\$ 3,500.00	\$ 300.00	\$ 2,100.00	\$ 275.00	\$ 1,925.00
12	Gas Valve Adjustment	9 UT		\$ 200.00	\$ 1,800.00	\$ 75.00	\$ 675.00	\$ 75.00	\$ 675.00
<b>TOTAL LUMP SUM BID:</b>					<b>\$ 509,720.00</b>		<b>\$ 412,835.00</b>		<b>\$ 441,254.84</b>

**NO BID RECEIVED**

## 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.

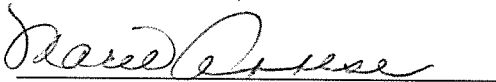
**WHEREAS**, the Parties also desire to amend Paragraph 4.4 of the Agreement entitled "Subsequent Conveyance by Renewal" in order to comply with N.J.S.A. 40A:12A-9.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Willingboro, assembled in public session this 6<sup>th</sup> 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

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".
- 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.

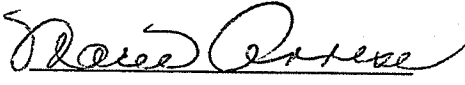
- a) Section 4.4 of the Redevelopment Agreement entitled "Subsequent Conveyance by ReNEWal" is deleted in its entirety;

- 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.

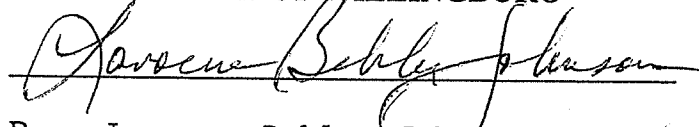
7.01 To the extent that any provisions of this Second Amendment conflict with any provisions of the Agreement and/or the First Amendment, the Second Amendment is deemed controlling.

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:  
 Title:

ATTEST:

\_\_\_\_\_

**WILLINGBORO URBAN RENEWAL, L.L.C.**

\_\_\_\_\_

By:  
 Title:



# TOWNSHIP OF WILLINGBORO

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

August 7, 2002

Mr. Steve Jaffe  
ReNewal  
P. O. Box 2429  
Willingboro, New Jersey 08046

Dear Mr. Jaffe:

Attached for your information and file is a certified copy of Resolution No. 2002 - 121 adopted by Willingboro Township Council at their meeting of August 6, 2002.

Also attached are two original agreements. Please sign both and return one copy to this office.

Thank you.

Sincerely,

Marie Annese, RMC  
Township Clerk

/ma

ReNEWal Willingboro, L.L.C  
P.O. Box 2429  
Willingboro, N.J .08046  
(609) 880-0555\* (609) 880-1555 fax

# Fax

To: Denise Reso From: Steve Jaffa  
 Fax: 835-0782 Pages:  
 Phone: Date: 11/6/02  
 Re: CC:

Urgent     For Review     Please Comment     Please Reply     Please Recycle

● Comments:

- Resolution  
 - Second Amendment

TOWNSHIP OF WILLINGBORO  
\$1,950,000 TAXABLE BONDS  
PAYMENT SCHEDULE

Exhibit "B"

Environmental Special Assessment Debt Service to be Paid by ReNEWat Willingboro, LLC						
Date	Principal	Coupon	Annual Interest	Periodic Interest	Total Debt Service	Annual Debt Service
9/15/01	\$0	\$0	\$0	\$0	\$0	\$0
3/15/02	0.00	0.000%	0.00	64,502.50	64,502.50	64,502.50
9/15/02	65,000.00	6.300%	4,095.00	64,502.50	129,502.50	519,005.00
3/15/03	0.00	0.000%	0.00	62,455.00	62,455.00	0
9/15/03	65,000.00	6.300%	4,095.00	62,455.00	127,455.00	185,910.00
3/15/04	0.00	0.000%	0.00	60,407.50	60,407.50	0
9/15/04	70,000.00	6.300%	4,410.00	60,407.50	130,407.50	190,815.00
3/15/05	0.00	0.000%	0.00	58,360.00	58,360.00	0
9/15/05	70,000.00	6.400%	4,480.00	58,360.00	128,360.00	186,405.00
3/15/06	0.00	0.000%	0.00	55,962.50	55,962.50	0
9/15/06	75,000.00	6.500%	4,875.00	55,962.50	130,962.50	186,925.00
3/15/07	0.00	0.000%	0.00	53,525.00	53,525.00	0
9/15/07	80,000.00	6.500%	5,200.00	53,525.00	133,525.00	187,050.00
3/15/08	0.00	0.000%	0.00	50,925.00	50,925.00	0
9/15/08	85,000.00	6.500%	5,525.00	50,925.00	135,925.00	186,850.00
3/15/09	0.00	0.000%	0.00	48,162.50	48,162.50	0
9/15/09	90,000.00	6.600%	5,940.00	48,162.50	138,162.50	186,325.00
3/15/10	0.00	0.000%	0.00	45,192.50	45,192.50	0
9/15/10	95,000.00	6.600%	6,270.00	45,192.50	140,192.50	185,385.00
3/15/11	0.00	0.000%	0.00	42,057.50	42,057.50	0
9/15/11	95,000.00	6.600%	6,270.00	42,057.50	137,057.50	179,115.00
3/15/12	0.00	0.000%	0.00	38,922.50	38,922.50	0
9/15/12	100,000.00	6.600%	6,600.00	38,922.50	138,922.50	177,845.00
3/15/13	0.00	0.000%	0.00	35,622.50	35,622.50	0
9/15/13	100,000.00	6.600%	6,600.00	35,622.50	135,622.50	171,245.00
3/15/14	0.00	0.000%	0.00	32,322.50	32,322.50	0
9/15/14	105,000.00	6.600%	6,930.00	32,322.50	137,322.50	169,645.00
3/15/15	0.00	0.000%	0.00	28,857.50	28,857.50	0
9/15/15	110,000.00	6.600%	7,260.00	28,857.50	138,857.50	167,715.00
3/15/16	0.00	0.000%	0.00	25,227.50	25,227.50	0
9/15/16	115,000.00	6.600%	7,590.00	25,227.50	140,227.50	165,455.00
3/15/17	0.00	0.000%	0.00	21,432.50	21,432.50	0.00
9/15/17	120,000.00	6.600%	7,920.00	21,432.50	141,432.50	162,865.00
3/15/18	0.00	0.000%	0.00	17,472.50	17,472.50	0
9/15/18	125,000.00	6.700%	8,375.00	17,472.50	142,472.50	159,945.00
3/15/19	0.00	0.000%	0.00	13,285.00	13,285.00	0
9/15/19	125,000.00	6.800%	8,500.00	13,285.00	138,285.00	151,570.00
3/15/20	0.00	0.000%	0.00	9,035.00	9,035.00	0
9/15/20	130,000.00	6.900%	8,970.00	9,035.00	139,035.00	148,070.00
3/15/21	0.00	0.000%	0.00	4,550.00	4,550.00	0
9/15/21	130,000.00	7.000%	9,100.00	4,550.00	134,550.00	139,100.00
<b>Totals</b>	<b>\$1,950,000.00</b>		<b>\$129,005.00</b>	<b>\$1,596,240.00</b>	<b>\$3,486,240.00</b>	<b>\$3,486,240.00</b>

2001-Dec-18 10:00

From: KAMANIMON & SCOTLAND L.L.C.

#6736229744

T-348 P.006/007 F-513

Exhibit "A"

Infrastructure Special Assessment to be Paid by RENEWAL Willingboro, LLC

9/1/00 NIC

7.013222%

Principal Amount Due Date	Actual Willingboro Principal	Pro rata Renewal Principal	Interest Rate Per Annum	Total Interest Payment	Pro rata Int. Payment Due 1-Mar	Pro rata Int. & Prin. Due 1-Sep	Total Annual Payments
9/1/01	\$250,000	\$33,783.78	5.000%	\$46,126.52	\$23,063.26	\$56,877.04	\$79,910.30
9/1/02	260,000	35,135.14	5.000%	44,437.33	22,218.67	57,351.80	79,572.47
9/1/03	275,000	37,162.16	5.000%	42,799.13	21,399.57	58,561.73	79,961.29
9/1/04	290,000	39,189.19	5.000%	40,709.07	20,354.54	59,443.72	79,898.26
9/1/05	305,000	41,216.22	5.000%	38,863.01	19,431.51	60,647.72	80,079.23
9/1/06	325,000	43,918.92	5.000%	36,802.20	18,401.10	62,320.02	80,721.12
9/1/07	340,000	45,945.93	5.000%	34,702.38	17,311.19	63,297.14	80,648.31
9/1/08	360,000	48,648.63	5.000%	32,219.21	16,109.61	64,758.25	80,867.86
9/1/09	380,000	51,351.33	5.000%	29,876.52	14,938.28	66,289.61	81,227.87
9/1/10	405,000	54,729.73	5.000%	27,308.95	13,654.48	68,384.20	82,038.68
9/1/11	430,000	58,408.11	5.000%	24,648.72	12,320.36	70,428.47	82,748.83
9/1/12	455,000	61,486.48	5.000%	21,006.87	10,803.44	72,280.92	83,093.36
9/1/13	480,000	64,864.86	5.000%	18,592.74	9,296.37	74,161.23	83,457.60
9/1/14	505,000	68,243.24	5.100%	15,349.49	7,674.75	75,917.90	83,592.73
9/1/15	535,000	72,297.30	5.125%	11,902.06	5,951.03	78,248.33	84,199.36
9/1/16	570,000	77,027.03	5.125%	8,141.17	4,070.59	81,097.61	85,168.20
9/1/17	600,000	81,081.08	5.200%	4,216.22	2,108.11	83,189.19	85,297.30
9/1/18	635,000	85,810.81	5.200%	8,678.38	4,339.19	90,150.00	94,480.19
<b>Total</b>	<b>\$7,400,000</b>	<b>\$1,080,000.00</b>		<b>\$478,293.59</b>	<b>\$243,485.99</b>	<b>\$1,241,485.99</b>	<b>\$1,486,971.97</b>

The above payment schedule for RENEWAL is subject to change, should the Township of Willingboro refinance the principal portion of the bond issue to achieve lower long-term interest rates.

21 2004 1 2008

**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 6<sup>th</sup> 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 A TRUE COPY OF RESOLUTION ADOPTED

BY WILLINGBORO TWP. COUNCIL ON August 6, 2002



TOWNSHIP CLERK

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:

- 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.

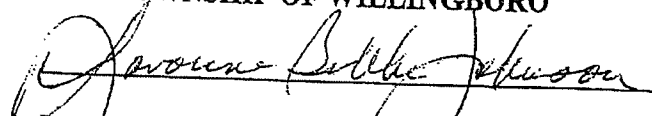
7.01 To the extent that any provisions of this Second Amendment conflict with any provisions of the Agreement and/or the First Amendment, the Second Amendment is deemed controlling.

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:

\_\_\_\_\_

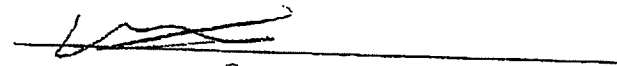
**RENEWAL WILLINGBORO, L.L.C.**

  
 By: Robert D. Story  
 Title: *my member*

ATTEST:

\_\_\_\_\_

**WILLINGBORO URBAN RENEWAL, L.L.C.**

  
 By: *my member*  
 Title: *my member*

TOWNSHIP OF WILLINGBORO

A RESOLUTION OF THE TOWNSHIP COUNCIL

IN RECOGNITION AND APPRECIATION OF

**BERNICE AMLICKE**

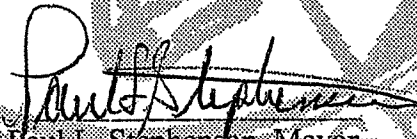
**WHEREAS, BERNICE AMLICKE** has retired from her employment at Willingboro Township as Code Enforcement Officer; and

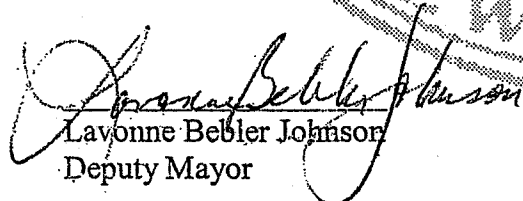
**WHEREAS,** the record of service of **BERNICE AMLICKE** began with her employment in the Recreation Department in 1974 then with the Inspections Department where she advanced to the position of Code Enforcement Officer and worked as such until her retirement in December 2001; and

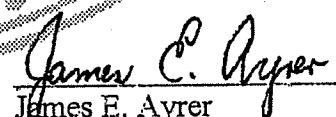
**WHEREAS, BERNICE AMLICKE** performed her duties with dedication and skill and should be recognized on the occasion of her retirement.

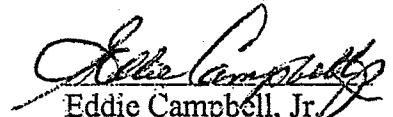
**NOW, THEREFORE, BE IT RESOLVED,** by the Township Council of the Township of Willingboro, assembled in public session this 27<sup>th</sup> day of August, 2002, that the members of Township Council, along with her fellow employees, hereby express sincere congratulations and best wishes on her retirement; and


**BE IT FURTHER RESOLVED,** that Township Council, along with her fellow employees, wish **BERNICE AMLICKE** a long, healthy and happy retirement.

  
Paul L. Stephenson, Mayor

  
Lavonne Bebler Johnson  
Deputy Mayor

  
James E. Ayer  
Councilman

  
Eddie Campbell, Jr.  
Councilman

  
Jeffrey E. Rarasey  
Councilman

TOWNSHIP OF WILLINGBORO

A RESOLUTION OF THE TOWNSHIP COUNCIL

IN RECOGNITION AND APPRECIATION OF

DOROTHEA JULIANA


WHEREAS, DOROTHEA JULIANA has retired from her employment at Willingboro Township as Tax Clerk / Deputy Registrar, and

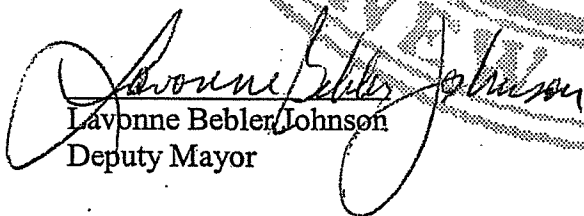
WHEREAS, the record of service of DOROTHEA JULIANA began with her employment as Traffic Guard in 1975 through 1985 and continued as Receptionist, Tax Clerk and Deputy Registrar from 1985 through 2001, and

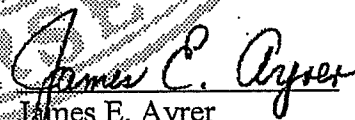
WHEREAS, DOROTHEA JULIANA performed her duties with dedication and skill and should be recognized on the occasion of her retirement.

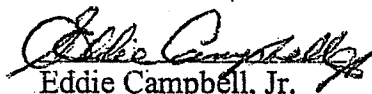
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27<sup>th</sup> day of August, 2002, that the members of Township Council, along with her fellow employees, hereby express sincere congratulations and best wishes on her retirement; and

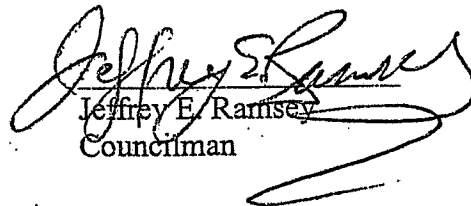
BE IT FURTHER RESOLVED, that Township Council, along with her fellow employees, wish DOROTHEA JULIANA a long, healthy and happy retirement.

  
Paul L. Stephenson, Mayor

  
Lavonne Bebler Johnson  
Deputy Mayor

  
James E. Ayres  
Councilman

  
Eddie Campbell, Jr.  
Councilman

  
Jeffrey E. Ramsey  
Councilman



**RESOLUTION NO. 2002 – 124**

**A RESOLUTION AWARDDING A BID  
FOR A DIESEL POWERED BRUSH CHIPPER**

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for a Diesel Powered Brush Chipper; and

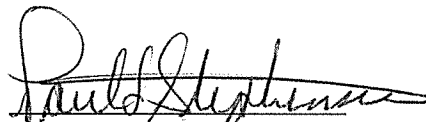
WHEREAS, bids have been received, opened and read in public; and

WHEREAS, it appears to be in the best interest of the Township to accept the bid of **Vermeer North Atlantic Sales and Service, 7 Maple Avenue, Mt. Holly, New Jersey 08060** in the amount of \$24,720.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27<sup>th</sup> day of August, 2002, that the bid be accepted as per the attached bid return sheet and recommendation; and

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

  
Paul L. Stephenson  
Mayor

Attest:



Marie Annese, RMC  
Township Clerk

CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACT

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

Vermeer Naval Atlantic Sales & Serv

The money necessary to fund said contract is in the amount of \$ 24,720<sup>00</sup> and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 04-55-902-001-. These funds are not being certified as being available for more than one pending contract.

Joanne M. Diggs  
Joanne Diggs  
Finance Director

cc: Township Solicitor  
Township Auditor

Bid opening: Diesel Powered Brush Chipper (3 bid packets mailed out) Bid opening by Edith Baldwin, Wednesday, August 7, 2002 at 10:00 A.M. in the Court Conference Room. Present were Mr. Harry McFarland, and a Representative from Vermeer North Atlantic Sales & Service.

BID RETURN SHEET

Diesel Powered Brush Chipper

Bid Price no trade: Vermeer N.A. Sales & Service  
\$31,710.00

Bid price allowing trade-in of Township's 1250 chipper: \$24,720.00

Bid Requirements:

- 1. Bid Guarantee           X
  - 2. Certificate of Consent of Surety           X
  - 3. Disclosure Statement           X
  - 4. Non-Collusion Certification           X
  - 5. Affirmative Action           X
  - 6. Any other documents           X
- (Certificate of (Employee Information Report))

To Mr. H. McFarland for review & recommendations  
cc: Mayor, Council & Twp. Mgr.  
/eb

*OK*  
*8/10/02*  
*[Signature]*

**RESOLUTION NO. 2002 – 125**  
**A RESOLUTION AUTHORIZING A CHANGE ORDER**  
**FOR RENEWAL ECONOMIC ADVISORS, LLC**  
**LIBRARY AT TOWN CENTER**

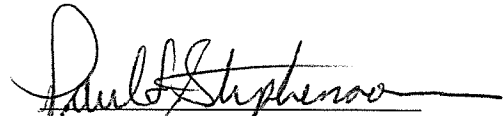
WHEREAS, Willingboro Township Council has contracted with ReNewal Economic Advisors, LLC for work to be done for the Library at the Town Center; and

WHEREAS, Remington & Vernick Engineers (Clerk of the Works) have reviewed and approved Change Orders Number 10 (\$13,608.00), Number 11 (\$17,338.00), Number 12 (\$3,072.00) and Number 13 (\$659.00) to increase the contract to include the items listed in the attached paperwork; and

WHEREAS, The Rules of the Local Finance Board require such change order to be approved by prior resolution of the Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 27<sup>th</sup> day of August, 2002, as follows:

1. **The Change Order #10** adjusts the contract to include the addition of 3-way valves and thermostat reheat coils to HVAC system as listed in the attached which amounts to \$13,608.00.
2. **The Change Order #11** adjusts the contract to include Millwork removed from Furniture contract (not part of bid document) as listed in the attached which amounts to \$17,338.00
3. **The Change Order #12** adjusts the contract to include the installation of electrical closet walls to full height per code as listed in the attached, which amounts to \$3,072.00.
4. **The Change Order #13** adjusts the contract to include the installation of additional steel plate to support coiling grille as listed in the attached, which amounts to \$659.00.
5. 5% of Change Orders #10 through #13, \$1,733.85 is due to ReNewal as per the Township's Agreement minus \$4.00 error in Res. No. 2002 – 80 for a total due of **\$1,729.85**.
6. Change Orders No. 10, 11, 12 and 13 and 5 % of those Change Orders adjust the contract from \$5,607,902.38 (including CO's 1 through 9 and 5% of same) to **\$5,644,309.23**.
7. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.

  
Paul L. Stephenson, Mayor

Attest:



Marie Annese, RMC  
Township Clerk

Certification Of Availability of Funds

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


Resolution Date: 08/27/02  
Resolution Number: 2002-125

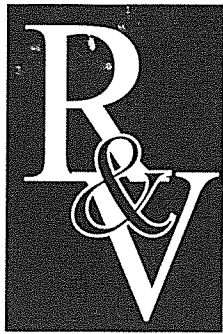
Vendor: RENEW050 RENEWAL ECONOMIC ADVISORS, LLC  
ONE GATEWAY CENTER  
9TH FLOOR  
NEWARK, NJ 07102

Contract: 02-00022 BAL SWEETWATER & RENEWAL 6/02

Account Number	Amount	Department
C-04-55-900-002-916	36,406.85	2000 GENERAL CAPITAL
Total	36,406.85	

Only amounts for the 2002 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer



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

EDWARD VERNICK, P.E., C.M.E., President  
 CRAIG F. REMINGTON, P.L.S., P.P., Vice President

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

DIRECTOR OF OPERATIONS  
 CORPORATE SECRETARY  
 Bradley A. Blubaugh, B.A., M.P.A.

SENIOR ASSOCIATES  
 John J. Cantwell, P.E., P.P., C.M.E.  
 Alan Dittenhofer, P.E., P.P., C.M.E.  
 Frank J. Seney, Jr., P.E., P.P., C.M.E.  
 Terence Vogt, P.E., P.P., C.M.E.  
 Dennis K. Yoder, P.E., P.P., C.M.E.

**Remington & Vernick Engineers**

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

18 East Broad Street  
 Burlington City, NJ 08016  
 (609) 387-7053  
 (609) 387-5320 (fax)

**Remington, Vernick & Vena Engineers**

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

**Remington, Vernick & Walberg Engineers**

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

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

9550 Highland Street  
 2<sup>nd</sup> Level  
 Mauricetown, NJ 08329  
 (609) 785-7000  
 (609) 785-3125 (fax)

**Remington, Vernick & Beach Engineers**

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

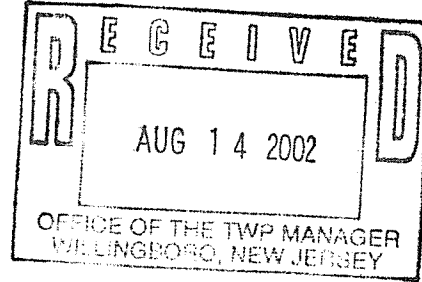
University Office Plaza  
 Commonwealth Building  
 260 Chapman Road, Ste. 104F  
 Newark, DE 19702  
 (302) 266-0212  
 (302) 266-6208 (fax)

www.rve.com

**Established in 1901**

August 9, 2002

Ms. Denise Rose, Township Manager  
 Willingboro Township  
 One Salem Road  
 Willingboro, NJ 018436



Re: Library at Town Center  
 Change Orders #10-#13

Dear Ms. Rose:

Enclosed, please find a copy of Sweetwater Construction Corporation Change Order #10-#13 for the above referenced project. Executed originals have been submitted to your office by Renewal Economic Advisors. Remington & Vernick Engineers has reviewed the change orders for appropriateness under the contract documents and verified the costs and/or credits as reasonable and just. We therefore recommend approval of a change to the Renewal Economic Advisors, LLC contract in the following amount:

CO#10\$	13,608.00	Add 3-way valves & thermostat reheat coils to HVAC system.
CO#11\$	17,338.00	Millwork removed from furniture contract.
CO#12\$	3,072.00	Install electrical closet walls to full height per code.
CO#13\$	659.00	Install additional steel plate to support coiling grille.

Total \$ 34,677.00 *to 5% = 1,733.85 - 4.00 (Res 2002-80 Credits) = 1,729.85*  
 Total to Date (CO#1-#13) \$295,284.98 *34,677.00*  
*\$ 36,406.85*

Should you have any further questions or require additional information, please contact our office at (856) 795-9596.

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

*Matthew Taylor*

Matthew L. Taylor  
 Project Manager

Enclosure (s)

cc: Edward Vernick, P.E., C.M.E., President, Craig Remington, P.L.S., P.P., Vice President, K. Wendell Bibbs, P.E., Anthony W. Donofrio, C.M.I., E.T., Chief Inspector, Paul K. Martin, Construction Manager, Steve Jaffe, Renewal Realty, Doug Kot, Croxton Collaborative Architects, Joe O'Neill, Sweetwater Construction Corp.

# Prime Contract Change Order

Detailed, Grouped by Each Number

**Willingboro Town Center Library**  
 Willingboro Town Center Library  
 4382 Route # 130  
 Willingboro, New Jersey 08046

**Project # 100-1107**  
 Tel: 800-880-1510 Fax: 800-880-1512

**Sweetwater Construction Corporation**

**Date: 7/16/2002**

**To Contractor:**  
 Sweetwater Construction Corporation  
 269 Prospect Plains Road  
 Cranbury, New Jersey 08512

**Architect's Project No:**  
**Contract Date:** 6/18/2001  
**Contract Number:** 100-1107  
**Change Order Number:** 010

**The Contract is hereby revised by the following items:**

Approved PCO #69 & #82

PCO	Description	Amount
069	Additional 3-Way Valves at Pumps Per Engineer Design Change	\$ 9,860.22
082	Reheat thermostat's per RFI # 136	\$ 3,748.00

The original Contract Value was.....	\$ 5,017,260.00
Sum of changes by prior Prime Contract Change Orders.....	\$ 260,607.98
The Contract Value prior to this Prime Contract Change Order was.....	\$ 5,277,867.98
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$ 13,608.22
The new Contract Value including this Prime Contract Change Order will be.....	\$ 5,291,476.20
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

Croston Collaborative Architects, PC  
**ARCHITECT**  
 475 5th Avenue  
 New York, New York 10017  


---

 Address  
 By Douglas Kot  
 SIGNATURE   
 DATE 02 AUGUST 2002

Sweetwater Construction Corporation  
**CONTRACTOR**  
 269 Prospect Plains Road  
 Cranbury, New Jersey 08512  


---

 Address  
 By   
 SIGNATURE   
 DATE 7/31/02

Renewal Economic Advisors  
**OWNER**  
 P.O. Box 2429  
 Willingboro, New Jersey 08046  


---

 Address  
 By   
 SIGNATURE   
 DATE 8/1/02

Remington & Vernick  
**PROJECT COORDINATOR**  
 95 Grove Street  
 Haddonfield, New Jersey 08033  


---

 Address  
 By Man Taylor  
 SIGNATURE   
 DATE 9/2/02

Township of Willingboro  
**TOWNSHIP REPRESENTATIVE**  
 One Salem Road  
 Willingboro, New Jersey 08046  


---

 Address  
 By   
 SIGNATURE   
 DATE 8/2/02

# Prime Contract Change Order

Detailed, Grouped by Each Number

**Willingboro Town Center Library**  
 Willingboro Town Center Library  
 4382 Route # 130  
 Willingboro, New Jersey 08046

**Project # 100-1107**  
 Tel: 609-890-1510 Fax: 609-890-1512

**Sweetwater Construction Corporation**

Date: 7/18/2002

**To Contractor:**  
 Sweetwater Construction Corporation  
 269 Prospect Plains Road  
 Cranbury, New Jersey 08512

**Architect's Project No:**  
**Contract Date:** 6/19/2001  
**Contract Number:** 100-1107  
**Change Order Number:** 011

The Contract is hereby revised by the following items:  
 PCO 67

PCO	Description	Amount
067	Additional Mill work not part of bid documents	\$ 17,338.00

The original Contract Value was.....	\$	5,017,260.00
Sum of changes by prior Prime Contract Change Orders.....	\$	274,216.20
The Contract Value prior to this Prime Contract Change Order was.....	\$	5,291,476.20
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$	17,338.00
The new Contract Value including this Prime Contract Change Order will be.....	\$	5,308,814.20
The Contract duration will be changed by.....		0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....		

Croton Collaborative Architects, PC  
**ARCHITECT**  
 475 5th Avenue  
 New York, New York 10017  
 Address  
 By Douglas Kot  
 SIGNATURE \_\_\_\_\_  
 DATE \_\_\_\_\_

Sweetwater Construction Corporation  
**CONTRACTOR**  
 269 Prospect Plains Road  
 Cranbury, New Jersey 08512  
 Address  
 By \_\_\_\_\_  
 SIGNATURE *Joe Stent*  
 DATE 8/12/02

Renewal Economic Advisors  
**OWNER**  
 P.O. Box 2429  
 Willingboro, New Jersey 08046  
 Address  
 By \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_  
 DATE \_\_\_\_\_

Remington & Vernick  
**PROJECT COORDINATOR**  
 95 Grove Street  
 Haddonfield, New Jersey 08033  
 Address  
 By Matt Taylor  
 SIGNATURE *Matt Taylor*  
 DATE 8/12/02

Township of Willingboro  
**TOWNSHIP REPRESENTATIVE**  
 One Salem Road  
 Willingboro, New Jersey 08046  
 Address  
 By \_\_\_\_\_  
 SIGNATURE *Paul K. Stegman*  
 DATE 8/27/02



# Prime Contract Change Order

Detailed, Grouped by Each Number

**Willingboro Town Center Library**  
 Willingboro Town Center Library  
 4362 Route # 130  
 Willingboro, New Jersey 08046

**Project # 100-1107**      **Sweetwater Construction Corporation**  
 Tel: 609-880-1510    Fax: 609-880-1512

**Date: 7/24/2002**  
**To Contractor:**  
 Sweetwater Construction Corporation  
 269 Prospect Plains Road  
 Cranbury, New Jersey 08512

**Architect's Project No:**  
**Contract Date:** 8/19/2001  
**Contract Number:** 100-1107  
**Change Order Number:** 012

The Contract is hereby revised by the following items:

PCO #88

PCO	Description	Amount
088	Change Electrical Closet Walls to Full Height Per Sketch #26 (Fire Rated Wall)	\$ 3,072.00

The original Contract Value was.....	\$ 5,017,260.00
Sum of changes by prior Prime Contract Change Orders.....	\$ 291,554.20
The Contract Value prior to this Prime Contract Change Order was.....	\$ 5,308,814.20
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$ 3,072.00
The new Contract Value including this Prime Contract Change Order will be.....	\$ 5,311,886.20
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

Croxton Collaborative Architects, PC  
**ARCHITECT**  
 475 5th Avenue  
 New York, New York 10017  
 Address  
 By Douglas Kot  
 SIGNATURE *[Signature]*  
 DATE 02 AUGUST 2002

Sweetwater Construction Corporation  
**CONTRACTOR**  
 269 Prospect Plains Road  
 Cranbury, New Jersey 08512  
 Address  
 By *[Signature]*  
 SIGNATURE *[Signature]*  
 DATE 7/31/02

Renewal Economic Advisors  
**OWNER**  
 P.O. Box 2429  
 Willingboro, New Jersey 08046  
 Address  
 By *[Signature]*  
 SIGNATURE *[Signature]*  
 DATE 8/14/02

Remington & Vernick  
**PROJECT COORDINATOR**  
 95 Grove Street  
 Haddonfield, New Jersey 08033  
 Address  
 By Man Taylor  
 SIGNATURE *[Signature]*  
 DATE 7/2/02

Township of Willingboro  
**TOWNSHIP REPRESENTATIVE**  
 One Salem Road  
 Willingboro, New Jersey 08046  
 Address  
 By *[Signature]*  
 SIGNATURE *[Signature]*  
 DATE 7/27/02

# Prime Contract Change Order

Detailed, Grouped by Each Number

**Willingboro Town Center Library**  
 Willingboro Town Center Library  
 4382 Route # 130  
 Willingboro, New Jersey 08046

**Project # 100-1107** **Sweetwater Construction Corporation**  
 Tel: 609-880-1510 Fax: 609-880-1512

**Date: 7/24/2002**  
**To Contractor:**  
 Sweetwater Construction Corporation  
 269 Prospect Plains Road  
 Cranbury, New Jersey 08512

**Architect's Project No:**  
**Contract Date:** 8/19/2001  
**Contract Number:** 100-1107  
**Change Order Number:** 013

The Contract is hereby revised by the following items:

Approved PCO #89

PCO	Description	Amount
089	Labor and Material to Install Stair Plate Between Columns J3 and K3 Prior to Installation of Coiling Grille Per Maitra Request	\$ 659.00

The original Contract Value was.....	\$ 5,017,260.00
Sum of changes by prior Prime Contract Change Orders.....	\$ 294,626.20
The Contract Value prior to this Prime Contract Change Order was.....	\$ 5,311,886.20
The Contract Value will be changed by this Prime Contract Change Order in the amount of.....	\$ 659.00
The new Contract Value including this Prime Contract Change Order will be.....	\$ 6,312,545.20
The Contract duration will be changed by.....	0 Days
The revised Substantial Completion date as of this Prime Contract Change Order is.....	

Croton Collaborative Architects, PC

**ARCHITECT**  
 475 5th Avenue  
 New York, New York 10017

Address

By Douglas Kot

SIGNATURE 

DATE 02 AUGUST 2002

Sweetwater Construction Corporation

**CONTRACTOR**  
 269 Prospect Plains Road  
 Cranbury, New Jersey 08512

Address

By

SIGNATURE 

DATE 7/31/02

Renewal Economic Advisors

**OWNER**  
 P.O. Box 2429  
 Willingboro, New Jersey 08048

Address

By

SIGNATURE 

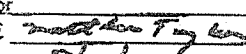
DATE 

Remington & Vernick

**PROJECT COORDINATOR**  
 95 Grove Street  
 Haddonfield, New Jersey 08033

Address

By Matt Taylor

SIGNATURE 

DATE 8/2/02

Township of Willingboro

**TOWNSHIP REPRESENTATIVE**  
 One Salem Road  
 Willingboro, New Jersey 08046

Address

By

SIGNATURE 

DATE 8/27/02