

TOWNSHIP OF WILLINGBORO

Resolution 1997 - 83

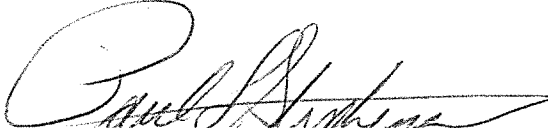
A Resolution of the Township Council of the Township of Willingboro Authorizing the Mayor and Township Clerk to Execute an Agreement between the Township of Willingboro and the Willingboro Board of Education for the Use of the Country Club School Swimming Pool

Whereas, the Township Council of the Township of Willingboro has been engaged in negotiations with the Willingboro Board of Education for a lease of the pool facilities at the Country Club School, and

Whereas, the Township of Willingboro has received a revised version of the lease, a copy of which is attached hereto, and

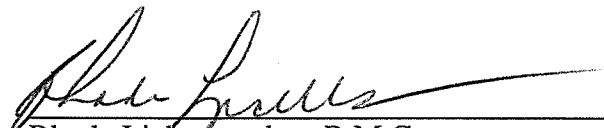
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, assembled in public session this 30th day of May, 1997, that the Mayor and the Township Clerk are hereby authorized to execute the Lease Agreement between the Township of Willingboro and the Willingboro Board of Education for the use of the Country Club School Swimming Pool, as defined in the lease, a copy of which is attached hereto, and

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



Paul L. Stephenson
Mayor

The foregoing Resolution is certified to be a true copy of the original Resolution adopted by the Willingboro Township Council at a public meeting held on May 30, 1997



Rhoda Lichtenstadter, R.M.C.
Township Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into as of the 30th day of May, 1997, between the Willingboro Board of Education, having offices located at the Levitt Building, 50 Salem Road, Willingboro, New Jersey 08046 (hereinafter referred to as "**BOARD**"), and the **TOWNSHIP** of Willingboro, having offices located in the Municipal Building, Salem Road, Willingboro, New Jersey 08046 (hereinafter referred to as "**TOWNSHIP**").

WITNESSETH:

WHEREAS, **BOARD** desires to lease to **TOWNSHIP** and **TOWNSHIP** desires to lease from **BOARD** those certain premises situate on the grounds of the Country Club School, upon the terms and conditions hereinafter set forth,

NOW THEREFORE, in consideration of the foregoing, the truth and accuracy which is hereby acknowledged, and in consideration of the sums and promises hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

1.01 **Words and Terms**. The following words and terms, when used in this Lease, shall have the meaning given to them in this Article unless another meaning is plainly intended by the context:

A. "Adjacent Premises" shall mean and refer to the area of unfenced open space lying between the fenced Swimming Pool and Building, and the Basketball Courts, and extending in a southwesterly direction approximately fifty (50) feet, bounded by

a continuation of the northerly pool fence line from the most westerly corner fence post of the Swimming Pool area for a distance of fifty (50) feet and a parallel line drawn from the southernmost corner point of the Basketball Courts, more specifically described in Exhibit A attached hereto and made a part of this Lease.

B. "Building" shall mean and refer to that certain building known as the Pump Building located on the Premises.

C. "**BOARD**" shall mean and refer to the Willingboro Board of Education, its successors and/or assigns. The term "**BOARD**" as used in this Lease shall also mean the owner or the mortgagee in possession for the time being of the Premises so that, in the event of any sale of the Premises or an assignment of this Lease, **BOARD** shall be and hereby is entirely freed and relieved of all obligations hereunder and it shall be deemed, without further agreement between the parties and such purchaser(s), assignee(s) or **TOWNSHIP**(s), that the purchaser, assignee or **TOWNSHIP** has assumed and agreed to observe and perform all obligations of **BOARD** hereunder, including an express assumption by the said grantee or transferee of the obligation to repay any security which has been or may be deposited with **BOARD** pursuant to the terms and conditions of the within Lease.

D. "Concessions" shall mean and refer to an area set aside on the adjacent Premises for the specific purpose of selling food and beverage items.

E. "Permitted Use" means only swimming pool and recreation operations for invitees of TOWNSHIP, together with use of the adjacent parking lots not included in the demised Premises. Any operations or transactions in addition to those specified in this subsection may be provided only upon obtaining the prior written approval of BOARD.

F. "Premises" shall mean and refer to the fence enclosed Swimming Pool and Building, and to Adjacent Premises leased by TOWNSHIP from BOARD to the extent shown on Exhibit A attached hereto and made a part of this Lease as though fully set forth herein.

G. "Tent" shall mean and refer to a single tent erected on the Adjacent Premises for the purpose of providing a sheltered area for pool patrons.

ARTICLE II DEMISE AND TERM

2.01 Agreement to Lease. BOARD hereby leases to TOWNSHIP and TOWNSHIP hereby leases from BOARD the Premises under the terms and conditions as hereinafter set forth. TOWNSHIP takes the Premises "As Is" and shall be responsible and pay in full the entire cost for any fit-up improvements to be placed on the Premises in addition to any specialized equipment, systems and infrastructure required by TOWNSHIP.

2.02 Term.

A. The Term of this Lease shall commence on May 28, 1997 and shall terminate on (i) May 27, 2002; or (ii) the earlier termination of this Lease pursuant to the terms and conditions of this Agreement.

B. In the event that **BOARD** is unable or is prevented from delivering possession of the Premises to **TOWNSHIP** and commence the Term of this Lease by the date above indicated by reason of any Act of God or for any reason beyond the reasonable control of **BOARD**, including, but not limited to, weather, or denial of any approvals which may be required in order to comply with the terms and obligations of this Lease, then the time of such performance by **BOARD** shall be extended by a time equal to the amount of such delay, provided, however, that should **BOARD** be unable to commence the term of this Lease by May 31, 1997, then either party shall have the right to cancel this Lease upon ten (10) days written notice to the other, and neither party shall have any further claim or right against the other.

ARTICLE III
RENT, ADDITIONAL RENT AND SECURITY

3.01 Rent. Rent for the Term of this Lease shall be \$1.00 per year payable by **TOWNSHIP** to **BOARD** at the commencement of the Lease Term.

3.02 Additional Rent.

A. Any failure by **TOWNSHIP** to comply with any term of this Lease which results in financial loss to **BOARD** or otherwise causes **BOARD** to incur additional costs and/or expenses with respect to

this Lease, including, but not limited to attorneys' fees, shall be regarded as additional rent due to **BOARD** by **TOWNSHIP**, and shall be due and payable as rent in accordance with Section 3.01 above. Failure of **TOWNSHIP** to pay such additional rent subsequent to notification to **TOWNSHIP** from **BOARD** that such additional rent is due and owing, shall constitute a default under this Lease.

B. Notwithstanding any other provision of this Lease, **TOWNSHIP** shall also be obligated to pay for any and all damage to any part of the Building or Premises caused by the act or neglect of **TOWNSHIP**, its agents, employees, servants or invitees.

ARTICLE IV USE AND QUIET ENJOYMENT

4.01 Use. **TOWNSHIP** shall use and occupy the Premises for the purposes stated above, and for no other purposes without the prior written consent of **BOARD**.

4.02 Peaceable Possession. **BOARD** covenants that so long as **TOWNSHIP** complies with the terms and provisions of this Lease, **TOWNSHIP** shall, at all times during the term, peaceably and quietly have, hold and enjoy the Premises, subject to the provisions of this Lease.

4.03 Subordination. **TOWNSHIP'S** rights under this Lease are subject and subordinate to any and all mortgages which now or hereafter may be placed on or affect the Building and also to all renewals, modifications, consolidations and extensions of such mortgages. Although no instrument or act on the part of **TOWNSHIP** shall be necessary to effectuate such subordination, **TOWNSHIP** shall, nevertheless, execute and deliver such further instruments confirming such subordination as may be requested by **BOARD**. In the

event TOWNSHIP fails to execute such further instruments as contemplated by this Section without cause within fifteen (15) days after request by BOARD, BOARD, as TOWNSHIP'S attorney-in-fact, may execute and deliver any such instrument on behalf of TOWNSHIP.

**ARTICLE V
ALTERATIONS TO THE PREMISES**

5.01 Alterations to the Premises. Alterations, additions and improvements may be made to the demised Premises without the prior written consent of BOARD; provided, however, that no fencing may be erected enclosing or limiting access to Basketball Courts without prior written authorization of BOARD. Unless otherwise provided herein, all such alterations, additions or improvements installed in or attached to the said premises shall belong to and become the property of TOWNSHIP unless BOARD shall demand removal by TOWNSHIP, in which case TOWNSHIP shall be responsible to remove any alterations, additions or improvements and restore the Premises to its original condition. At BOARD'S sole discretion, BOARD may elect to reimburse TOWNSHIP for the reasonable value of improvements to the Premises.

**ARTICLE VI
INDEMNIFICATION**

6.01 Indemnification by TOWNSHIP. TOWNSHIP shall indemnify, defend and hold BOARD harmless from and against all liability claims (statutory or otherwise), suits, damages, obligations, judgments, fines, penalties, liabilities, losses, costs, charges, interest and expenses (including reasonable attorneys' fees and disbursements incurred in the defense thereof) which BOARD may suffer, be claimed

to be responsible for, or may pay or incur by reason of or arising out of any of the following:

A. Any breach by **TOWNSHIP** of this Lease, including, without limitation, any failure on the part of **TOWNSHIP** to pay Rent, Additional Rent or any other charge or fee, or to perform, observe or comply with any of the obligations, covenants, agreements or conditions under this Lease or which **TOWNSHIP** is required under this Lease to pay or perform or comply with; and

B. Any act or negligence on the part of **TOWNSHIP**, its agents, employees, successors, assigns, licensees, invitees or other occupants of any part of the Premises during the term of this Lease and any renewals or extensions hereof; and

C. Any accident, injury, death or damage caused by an act or the negligence of **TOWNSHIP** or its licensees, invitees or other occupants of any part of the Building, or its agents, servants, employees, contractors, licensees or invitees or caused by **TOWNSHIP'S** breach of this Lease or arising from any condition of the Building due to or resulting from any default of **TOWNSHIP** in the keeping, observance or performance of any covenant, agreement, term, provision or condition contained in this Lease.

6.02 No Claims Against BOARD. **TOWNSHIP** shall make no claim against **BOARD** for any injury or damage to **TOWNSHIP** or to any other person or for any damage to or loss (by theft or otherwise) of, or loss of use of, any property of **TOWNSHIP** or of any other person, irrespective of the cause of such injury, damage or loss.

6.03 Defense of Claims. If any action or proceeding shall be brought against BOARD based on any claim as set forth hereinabove, TOWNSHIP, upon notice from BOARD, shall cause the same to be defended at TOWNSHIP'S sole cost and expense by counsel, reasonably satisfactory to BOARD, acting for TOWNSHIP'S insurance carriers or otherwise provided by TOWNSHIP.

6.04 Non-Liability of BOARD. BOARD shall not be liable for any damage or injury which may be sustained by TOWNSHIP or any other person as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or the electrical, gas or power systems, or by reason of the elements.

6.05 Definition of BOARD and TOWNSHIP. For purposes of this Article VI, the terms "BOARD" and "TOWNSHIP" shall include their respective officers, directors, board members and/or partners, as the case may be.

ARTICLE VII ASSIGNMENT AND SUBLETTING

7.01 TOWNSHIP'S Right to Assign or Sublet. TOWNSHIP shall not assign or sublet this Lease without obtaining BOARD'S prior written consent to any such assignment or sublet, which consent shall be in the sole discretion of BOARD. In connection with any proposed assignment or sublet, TOWNSHIP shall, at least sixty (60) days prior to such assignment or sublet, submit to BOARD a copy of the proposed agreement of assignment or sublet, as well as the name, address and financial information of the proposed

assignee/subtenant and the proposed use of the Premises.

**ARTICLE VIII
REPAIRS, MAINTENANCE AND SAFETY**

8.01 TOWNSHIP'S Responsibility for Repair and Maintenance.

A. During the term of this Lease TOWNSHIP shall not commit or suffer waste or injury to the Building or Premises and shall keep same and all parts thereof unobstructed and clean and free of rubbish. TOWNSHIP shall also observe and comply with the requirements of all policies of insurance of the types to be maintained under this Lease. TOWNSHIP shall maintain, service and repair all fixtures, equipment and personal property of BOARD.

B. TOWNSHIP agrees that BOARD and BOARD'S agents, employees or other representatives shall have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, for the purpose of examining same or making such repairs or alterations thereto as may be necessary for the safety and preservation of the Premises. Notwithstanding anything herein to the contrary, this subsection shall not be deemed to be a covenant by BOARD nor construed to create an obligation on part of BOARD to make any such repairs or inspections. BOARD shall have no responsibility whatsoever for the repair or maintenance of the Premises.

8.02 Safety. BOARD shall undertake to insure safe use of the exterior walkways and steps leading to the Premises. TOWNSHIP shall be responsible for insuring safety within the demised Premises.

8.03 Mechanic's Liens. TOWNSHIP shall not suffer nor permit any mechanic's liens to be filed against the Premises or Building or

against **BOARD'S** interest under this Lease by reason of work, labor or services rendered or materials supplied or claimed to have been supplied to **TOWNSHIP** or anyone holding any interest in the Premises or any part thereof through or under **TOWNSHIP**. If any such mechanic's lien shall be filed against the Premises or Building at any time during this Lease, **TOWNSHIP** shall, within fifteen (15) days after notice from **BOARD** of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. If **TOWNSHIP** shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy of **BOARD**, **BOARD** may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by bonding or otherwise. **BOARD** shall be entitled, if **BOARD** so elects, to compel the prosecution of any action for the foreclosure of any such mechanic's lien by the lienor and to pay the amount of any judgment in favor of the lienor with interest, costs and allowances. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of **BOARD**, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialmen, in the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Premises or Building or any part thereof.

**ARTICLE IX
CONDEMNATION**

9.01 Termination of Lease. In the event that Premises are condemned or taken in any manner for any public or quasi-public use, BOARD shall be permitted to terminate this Lease.

9.02 Effect of Condemnation. In the event that Premises or the Building of which Premises are a part shall be wholly or partially condemned or taken in any manner for public or quasi-public use, TOWNSHIP shall not be entitled to any portion of the condemnation award or payment for the Premises or for TOWNSHIP'S leasehold interest. Any right to make a claim for any such award shall be vested solely in BOARD. TOWNSHIP shall be permitted to receive that part, if any, of any condemnation award apportioned to TOWNSHIP'S trade fixtures and equipment.

**ARTICLE X
DEFAULT**

10.01 Events of Default. The following shall constitute "Events of Default" by TOWNSHIP under this Lease:

A. (i) If TOWNSHIP shall do or permit to be done, any act or thing which will constitute a breach or violation of any of the terms, covenants or conditions of this Lease, except for monetary breach, and the same shall not be cured within thirty (30) days after BOARD has given written notice to TOWNSHIP of such a breach or violation;

(ii) If such breach or violation cannot reasonably be cured within said thirty (30) day period, then if TOWNSHIP fails to commence a cure of such breach within said thirty (30) day period

and diligently pursue same.

B. If TOWNSHIP shall do or permit to be done any act or thing which will constitute a breach or violation of the terms, covenants or conditions of this Lease, which breach or violation has been previously noticed three (3) times in writing to TOWNSHIP within any one year period regardless of whether TOWNSHIP cures such current or later default.

10.02 Effect of Default.

A. If any Event of Default shall occur and BOARD, at any time thereafter during the continuance thereof, at its option, shall give written notice to TOWNSHIP stating that this Lease and the term hereof shall expire and terminate on the date specified in such notice, which date shall be not less than ten (10) days after the giving of such notice, then this Lease and the term hereof and all rights of TOWNSHIP under this Lease shall expire and terminate on the date specified in such notice as if the date specified in such notice were the date herein definitively fixed for the expiration of the term hereof, and TOWNSHIP shall immediately quit and surrender the Premises.

B. If an Event of Default shall occur, or this Lease shall be terminated as provided in this Article X, BOARD, without notice, may dispossess TOWNSHIP by summary proceedings or otherwise.

C. If this Lease shall be terminated as provided for in this Article X, then : (i) BOARD may relet the Premises or any part thereof for the whole or any part of the remainder of the term hereof in BOARD'S name or as an agent of TOWNSHIP, and out of any

rent and other sums collected or received as a result of such reletting **BOARD** shall: (A) first, pay to itself the reasonable costs and expenses of terminating this Lease, re-entering, retaking, repossessing, completing construction and repairing and/or altering the Premises, or any part thereof, and the reasonable cost and expense of removing all persons and property therefrom, including in such costs reasonable brokerage commissions, legal expenses and attorneys' fees and disbursements; (B) second, pay to itself the reasonable cost and expense sustained in securing any new tenants and other occupants including in such costs reasonable brokerage commissions, legal expenses and attorneys' fees and disbursements and other expenses of preparing the Premises for reletting, and, if **BOARD** shall maintain and operate the Premises, the cost and expense of operating and maintaining the Premises, and (C) third, pay to itself any balance remaining on account of the liability of **TOWNSHIP** to **BOARD**. **BOARD** in no event shall be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due on any such reletting, and no such failure to relet or to collect rent shall operate to relieve **TOWNSHIP** of any liability under this Lease or to otherwise affect any such liability; (ii) **TOWNSHIP** shall be liable for and shall pay to **BOARD**, as damages, any deficiency (referred to as "Deficiency") between the rental and other charges reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the term hereof and the net amount, if any, of rents collected under any reletting for

any part of such period (first deducting from the rents collected under any such reletting all of the payments to BOARD): any such Deficiency shall be paid in installments by TOWNSHIP on the days specified in this Lease for payment of installments of rental, and BOARD shall be entitled to recover from TOWNSHIP each Deficiency installment as the same shall arise, and no suit to collect the amount of the Deficiency for any installment period shall prejudice BOARD'S right to collect the Deficiency for any subsequent installment period by a similar proceeding; and

D. No termination of this Lease pursuant to this Section, and no taking possession of and/or reletting the Premises, or any part thereof, pursuant to this Section, shall relieve TOWNSHIP of its liabilities and obligations hereunder to pay damages, all of which shall survive such expiration, termination, repossession or reletting except as otherwise specifically provided.

10.03 Non-Waiver by BOARD. The various rights, remedies, options and elections of BOARD, expressed herein, are cumulative, and the failure of BOARD to enforce strict performance by TOWNSHIP of the conditions and covenants of this Lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by BOARD of any installment of rent after any breach by TOWNSHIP, in any one (1) or more instance(s), shall not be construed or deemed to be a waiver or relinquishment for the future by BOARD of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

**ARTICLE XI
INSURANCE**

11.01 Maintenance of Insurance Policies by TOWNSHIP

A. TOWNSHIP shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of this Lease general public liability insurance, insuring BOARD against any and all liability or claims arising out of or occasioned by or resulting from any accident or otherwise in or about the Premises, for injuries to an person or person, for limits of not less than One Million (\$1,000,000.00) Dollars for injuries to one person and Three Million (\$3,000,000.00) Dollars for injuries to more than one person in any one accident or occurrence, Five Hundred Thousand (\$500,000.00) Dollars for personal property damage, and casualty insurance for not less than the cost to rebuild the leased Premises in its entirety. TOWNSHIP shall name BOARD as an additional named insured, and such policies shall provide that they cannot be cancelled or altered except upon thirty (30) days written notice to BOARD. TOWNSHIP shall obtain all such policies of coverage and deliver certificates of insurance evidencing same to BOARD at least ten (10) days prior to the commencement date of the term of this Lease and shall deliver to BOARD certificates of insurance evidencing coverage as they are renewed throughout the term of this Lease.

B. TOWNSHIP shall obtain and maintain in full force and effect fire and casualty insurance which BOARD deems reasonable to cover the cost of replacement of the Premises. The cost of

obtaining and maintaining such insurance policy and the premiums therefor shall be paid by TOWNSHIP.

ARTICLE XII
CASUALTY

12.01 Fire and Casualty

A. In the case of fire or other casualty, TOWNSHIP shall give immediate notice to BOARD regarding such casualty. If the Premises, covered by this Lease shall be partially damaged by fire, the elements or other casualty, BOARD shall repair the same as speedily as practicable, both TOWNSHIP'S obligation to pay rent, additional rent and other charges hereunder shall not cease. If in the sole opinion of BOARD, the Premises shall be so extensively and substantially damaged so as to render them untenable, the rent, additional rent and other charges payable by TOWNSHIP hereunder shall cease until such time as the Premises shall be made tenantable by BOARD. If in the sole opinion of BOARD, the Premises are so extensively and substantially damaged as to require the complete rebuilding thereof, then in such event, the rent, additional rent and other charges hereunder by TOWNSHIP shall be paid up to the time of such casualty event and from thenceforth, this Lease shall be terminated.

B. If the fire or casualty and damage shall be the result of the carelessness, negligence or improper conduct of TOWNSHIP or TOWNSHIP'S agents, employees, guests, licensees, invitees, sublessees, assignees or successors, then TOWNSHIP'S liability for the payment of rent, additional rent and other charges hereunder and the performance of all the covenants, conditions and terms

hereof on TOWNSHIP'S part shall continue and TOWNSHIP shall be liable to BOARD for damage and loss suffered by BOARD. Any proceeds received by TOWNSHIP from any insurance policy covering the Premises shall be paid over to BOARD to the extent of BOARD'S costs and expenses to make the repairs hereunder.

**ARTICLE XIII
ENVIRONMENTAL LAWS**

13.01 Provision of ISRA Letter. BOARD shall, at its own expense, procure and provide to TOWNSHIP an Industrial Site Recovery Act ("ISRA") clearance letter as soon as practicable upon commencement of this Lease.

13.02 TOWNSHIP'S Compliance with ISRA. TOWNSHIP shall, at its own expense, comply with ISRA, N.J.S.A. 13:1K-6 et seq. and the regulations promulgated thereunder in line with the closing, termination or transfer of TOWNSHIP'S operation at the Premises. TOWNSHIP shall also provide all information within TOWNSHIP'S control requested by BOARD or the Bureau of Industrial Site Evaluation (the "Bureau") of the New Jersey Department of Environmental Protection ("NJDEP") and TOWNSHIP shall promptly execute any affidavits requested by BOARD should the information contained therein be found by TOWNSHIP to be complete and accurate. In the event that ISRA compliance become necessary at the Premises due to any action on the part of BOARD, including but not limited to BOARD'S execution of a sales agreement for the Premises, or any other event to which ISRA is applicable, then BOARD shall comply with ISRA and all requirements of the ISRA at BOARD'S own expense. TOWNSHIP shall only bear that part of the costs of ISRA compliance

which are applicable to TOWNSHIP's or TOWNSHIP's employees, agents, invitees, licensees, or contractors discharge of hazardous substances or wastes at the Premises during the Lease Term and any extensions or renewals hereof.

**ARTICLE XIV
EQUIPMENT AND FIXTURES**

14.01 Removal by TOWNSHIP.

A. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the term of this Lease, whether or not by or at the expense of TOWNSHIP, shall remain part of the Premises, and shall be deemed property of BOARD and shall not be removed by TOWNSHIP.

B. All communications equipment, office equipment, furniture, furnishings and other articles of movable personal property owned by TOWNSHIP and located in the Premises but not attached to the realty (herein collectively called "TOWNSHIP's Property") shall be and shall remain the property of TOWNSHIP and may be removed by TOWNSHIP at any time during the term of this Lease; provided that if any of TOWNSHIP's Property is removed, TOWNSHIP shall repair or pay the cost of repairing any damage to the Premises resulting from the removal thereof. Any items of TOWNSHIP's Property which shall remain in the Premises after the expiration date or earlier termination of this Lease with respect to any portion(s) of the Premises shall be deemed to have been abandoned, exclusive of cash and securities, and in such case such items, exclusive of cash and securities, may be retained by BOARD

as its property or disposes of by BOARD, without accountability or cost by BOARD to TOWNSHIP, in such manner as BOARD shall determine, and TOWNSHIP shall have no obligation to restore the Premises affected by said abandoned property.

**ARTICLE XV
PARKING AND DRIVEWAYS**

15.01 Non-Exclusive Use. TOWNSHIP shall have the right under this lease to the non-exclusive use of the spaces in the parking lot next to the demised Premises. BOARD shall have the right to assign and limit said parking spaces from time to time, provided that such assignment and limitation is reasonable and is non-discriminatory vis-a-vis TOWNSHIP and other tenants at the site.

15.02 Driveways. TOWNSHIP shall be permitted to use driveways to and from the Premises for the purposes of transporting its personnel and invitees.

**ARTICLE XVI
VARIANCE AND COMPLIANCE WITH LAWS**

16.01 Variance. THIS SECTION INTENTIONALLY LEFT BLANK

16.02 Compliance with laws. TOWNSHIP shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal governments or Public Authorities and all their departments, bureaus and subdivisions, applicable to and affecting the Premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Premises, caused by TOWNSHIP, its agents, employees,

guests, licensees, invitees, sublicensees, assignees or successors, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, relating to the conduct of TOWNSHIP, its agents, employees, guests, licensees, invitees, sublessees, assignees or successors during the use and occupancy, for the prevention of fire and other casualty, damage or injury, at TOWNSHIP'S own cost and expense.

**ARTICLE XVII
MISCELLANEOUS**

17.01 Notices, Requests and Approvals. Any bill, statement, notice or communication required hereunder ("Notices") shall be deemed sufficiently given or rendered if in writing and if the same shall refer specifically to this Lease and shall be sent by either (i) registered or certified mail, return receipt requested or (ii) overnight mail or courier with proof of receipt and shall be deemed delivered five (5) days after postal deposit (if registered or certified mail) or on the date of receipt (if sent by overnight mail or courier).

BOARD shall send all notices to **TOWNSHIP** at the address set forth on page one of this Lease and at the address of the demised premises.

All Notices to **BOARD** shall be given to:

Willingboro Board of Education
Administration Offices
Levitt Building
50 Salem Road
Willingboro, New Jersey 08046
Attn.: BUSINESS ADMINISTRATOR

Any party hereto may, at any time, designate any other address in substitution of the foregoing address to which such notice, request, approval or copy thereof shall be given.

17.02 Recordation. This Lease shall not be recorded by any party hereto without the prior consent of each of the parties hereto attached to such instrument prepared for recording. Any recording in violation of this provision shall be void ab initio and the party who records this Lease shall be liable for attorney's fees and any costs incurred in order to clear said recorded instrument from the records.

17.03 Captions. Headings and captions used herein are for convenience only and do not form a substantive part of this Lease and shall not control or affect the meaning or construction of any provision of this Lease.

17.04 Construction. This Lease has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey. This Lease shall not be construed in conjunction or integration with any other agreement unless expressly so stated within such agreement, and constitutes the entire agreement of the parties.

17.05 Independent Counsel. Each of the parties represents by the execution of this Lease that it has not relied upon any representations, oral or otherwise, of any of the other parties or their agents or representatives, except for those representations which are explicitly set forth in this Lease.

17.06 Effect of Invalid Clause. The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Lease not held invalid shall be binding upon all parties hereto. BOARD may pursue the relief or remedy sought in any invalid clause, by conforming such clause with the provisions of the statutes or regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

17.07 Waiver. The parties hereto may, by mutual agreement in writing, extend the time for the performance of any of the obligations hereunder. The party for whose benefit a warranty, representation, covenant, obligation, condition or occurrence of default is intended may, in writing, waive any inaccuracies in any such representation or warranty or waive performance of any of the obligations of the other party hereto and any default hereunder. Any such waiver shall not affect or impair the waiving party's rights with respect to any other warranty, representation, condition, obligations, covenant or default hereunder. Failure to enforce any of the provisions of this Lease by any of the parties shall not be construed as a waiver of such provisions.

17.08 Janitorial Services and Utilities. TOWNSHIP shall provide all janitorial services in accordance with its standard practices, and shall supply all utilities, including electric, gas, water and sewer, or reimburse BOARD for the cost of same.

17.09 Reimbursement of Board. IF TOWNSHIP shall fail or refuse to comply with and perform any conditions and covenants of the within Lease, BOARD may, if BOARD so elects, carry out and perform such conditions and covenants, at the cost and expense of TOWNSHIP, and the said costs and expense shall be payable on demand, or at the option of BOARD, shall be added to the installment or rent due immediately hereunder, but in no case later than one (1) month after such demand, whichever occurs sooner and shall be due and payable as such. This remedy shall be in addition to such other remedies as BOARD may have hereunder by reason of the breach by TOWNSHIP of any of the covenants and conditions of this Lease.

17.10 Amendment. This Lease may not be amended, altered, or modified in any manner except in writing and by agreement of all the parties hereto. No course of conduct or course of dealing by the parties shall be construed to constitute a waiver, modification or amendment of any provision of this Lease in the absence of a writing executed in accordance with this Section. The requirement set forth in this Section that amendments to this Lease must be in writing, and this sentence, shall not be amended by any oral agreement of the parties.

17.11 Relationship. Nothing contained in this Lease shall be construed as making BOARD and TOWNSHIP the partner, agent or joint

venturer of the other, and except as expressly provided to the contrary herein, the parties disclaim and waive any right to share in each other's profits and losses and any right to act by or on behalf of each other. The parties shall have no relationship to each other hereunder other than that of **BOARD** and **TOWNSHIP**.

17.12 **BOARD'S Access.** Except as otherwise provided in this Lease, **BOARD** agrees that it shall not be entitled to enter the demised premises except in the event of an emergency unless **BOARD** gives **TOWNSHIP** reasonable notice of its intention to enter the demised premises and unless **BOARD** is accompanied by a representative of **TOWNSHIP**, which representative **TOWNSHIP** agrees to provide.

17.13 **Waiver of Subrogation Rights.** **TOWNSHIP** waives all right of recovery against **BOARD** or **BOARD'S** agents, employees or other representatives, for any loss, damage or injury of any nature whatsoever to property or persons for which **TOWNSHIP** is insured.

17.14 **Sign.** **TOWNSHIP** may display a sign on the leased Premises.

17.15 **Loitering.** **TOWNSHIP** shall provide supervision for all participants in its program or programs. **TOWNSHIP** shall make certain that no participants in its programs loiter in the Premises or Adjacent Premises owned by **BOARD**.

17.16 **Smoking Prohibited.** Smoking shall be prohibited at all times on the Premises. **TOWNSHIP** shall post "No Smoking" signs in prominent locations throughout the Premises and shall ensure that the prohibition on smoking is strictly enforced.

17.17 **Keys.** **BOARD** shall provide sufficient keys to **TOWNSHIP'S**

agents, employees and other administrative personnel to provide access to the Premises. All such keys shall be returned to BOARD at the termination of this Lease. If all keys are not returned or adequately accounted for, BOARD may, in its sole discretion, require TOWNSHIP, at TOWNSHIP'S expense, to replace such locks and provide such keys as may be required to restore the Building to its original condition of security as determined by BOARD.

17.18 Telephone. TOWNSHIP must install a telephone for use by TOWNSHIP'S personnel. TOWNSHIP shall be responsible for all costs and service charges associated with this telephone, including any cost for removing such telephone upon termination of this Lease. BOARD shall not receive or transmit any telephone calls on behalf of TOWNSHIP or its personnel.

Binding Effect. All terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals to this Lease as of the date first written above.

WITNESS:

Eileen McMenas

BOARD:

WILLINGBORO BOARD OF EDUCATION

Ernestine Hyland
Ernestine Hyland, Secretary

WITNESS:

Paul J. Stephenson

TOWNSHIP:

TOWNSHIP OF WILLINGBORO

Paul J. Stephenson

RESOLUTION NO. 84 1997

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

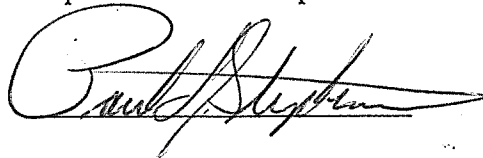
WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

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.

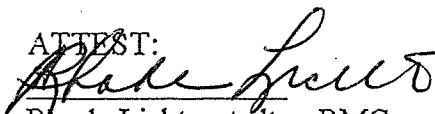
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session on May 30, 1997, that an Executive Session closed to the public shall be held on May 30, 1997 at 4:00 p.m. in the Willingboro Township Municipal Complex, One Salem Road Willingboro, New 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.



MAYOR

ATTEST:



Rhoda Lichtenstädter, RMC
Township Clerk

RESOLUTION NO. 1997 - 85

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.

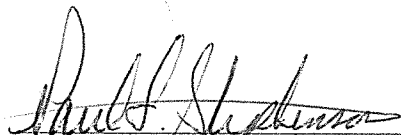
WHEREAS, the New Jersey State Uniform Construction Code provides for fines to be imposed by the Construction Official; and

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; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 17th day of June, 1997, that the fines and expenses certified by the Director of Inspections and listed on the attached schedule are 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.


PAUL L. STEPHENSON
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Township Clerk

INTEROFFICE MEMORANDUM

MEMO TO: Norton N. Bonaparte, Township Manager
 Rhoda Lichtenstadter
 FROM: Leonard Mason
 DATE: June 3, 1997
 SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

 Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$2296.00 for the time period of May 6, 1997 thru June 3, 1997.

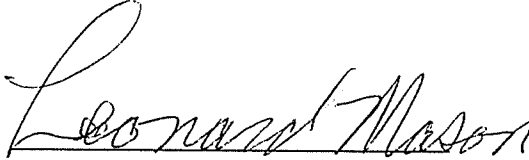
Under ordinance 21-9.13 I am placing liens against the following properties:

<u>ADDRESS</u>	<u>BLOCK & LOT</u>	<u>AMOUNT</u>	<u>WORK DONE</u>
<u>GRASS CUTTING</u>			
8 Galloway	731-31	\$ 40.00	
17 Garfield	727-3	\$ 40.00	
37 General	705-23	\$ 40.00	
43 Glenview	720-15	\$ 40.00	
1 Granby	716-24	\$ 40.00	
12 Hasting	623-5	\$ 40.00	
21 Holmes	638-18	\$ 40.00	
15 Sandal	1300-5	\$ 40.00	
35 Snowflower	111-11	\$ 40.00	
22 Hamilton	603-7	\$ 110.00	Also rem T&D
34 Somerset	123-25	\$ 40.00	
73 Somerset	119-30	\$ 40.00	
110 Somerset	125-2	\$ 40.00	
34 Edgemont	801-9	\$ 40.00	
18 Pastoral	323-5	\$ 40.00	
29 Stirrup	121-15	\$ 123.00	Also rem T&D
37 Sheffield	107-36	\$ 40.00	
21 Excell	840-29	\$ 40.00	
48 Ember	833-75	\$ 40.00	
73 Edge La	833-106	\$ 40.00	

100 Pennypcker	327-35	\$	125.00	Board & paint frt dr. repl locks
29 Belhurst	201-10	\$	820.00	Board windows & drs
24 Helm	634-3	\$	398.00	Secure fire damaged prop.

TOTAL \$ 2296.00

Please prepare a resolution for approval of Township Council as required for certification and filing with the Tax Collector.



Leonard Mason
Director of Inspections

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TOWNSHIP OF WILLINGBORO

A RESOLUTION OF THE TOWNSHIP COUNCIL IN MEMORY OF WILLIAM A. PAINTER, SR.

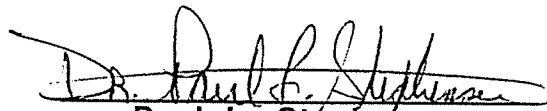
Whereas, the Township Council of the Township of Willingboro has learned of the untimely death of **William A. Painter, Sr.**, formerly a Sergeant in the Willingboro Police Department who retired in 1991 after 25 years of service to the Township of Willingboro, and

Whereas, after his retirement, **William A. Painter, Sr.** continued to provide guidance to those entering law enforcement careers by serving as an instructor and as Chief Instructor at the Burlington County Police Academy, and

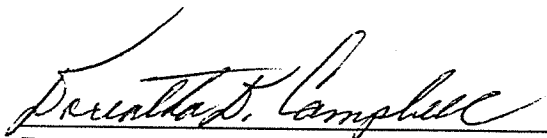
Now, Therefore **Be It Resolved** by the Township Council of the Township of Willingboro, assembled in public session this 17th day of June, 1997, that the Township Council does hereby express the appreciation of the Township of Willingboro for the services of **William A. Painter, Sr.** to the Township of Willingboro during his 25 years as a police officer, and

Be It Further Resolved that the flag at the Willingboro Municipal Complex shall be flown at half-staff on the day of the funeral of **William A. Painter, Sr.**, in recognition of his 25 years of service to the Township, and

Be It Further Resolved, that a certified copy of this Resolution shall be presented to the family of **William A. Painter, Sr.** as an expression of the condolences of the Township of Willingboro.



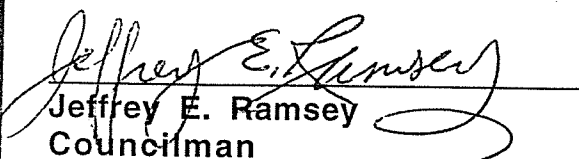
Paul L. Stephenson
Mayor



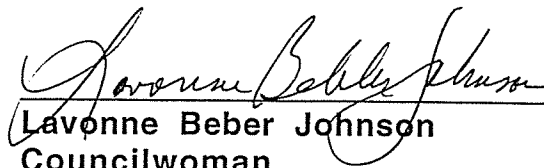
Doreatha D. Campbell
Deputy Mayor



James E. Ayer
Councilman



Jeffrey E. Ramsey
Councilman



Lavonne Beber Johnson
Councilwoman