

RESOLUTION NO. 59 - 1993

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due to payments in error, 100% exemption, and veteran refunds, and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of May, 1993, 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.


PAUL L. STEPHENSON
MAYOR

ATTEST:


Rhoda Lichtenstadter
Deputy Township Clerk

RESOLUTION

Robert Silvers \$250.00
31 Buxmont Lane
B-219
L-17
Overpayment taxes

William & Lucy Ross \$2668.04
47 Midfield Lane
B-527
L-23
100% Exempt

Sears Mt. Corp. \$564.94
PO Box 8108
Attn: Joan Lambiris
Vernon Hills, Ill 60061
Overpayment taxes

Peoples Title Agency \$576.99
Rt. 73 & Greentree Rd.
Marlton, N.J. 08053

Rena Webb Fletcher \$50.00
60 Harrington Circle
Willingboro, N.J. 08046
B-642
L-37
Veteran Refund

Marvin Katznelson \$50.00
6 Garnet Lane
Willingboro, N.J. 08046
B-712
L-2
Veteran Refund

RESOLUTION NO. 60 - 1993

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 4th day of May, 1993, 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
Deputy Township Clerk

township of Willingboro


MEMO TO: Lenore Stern
FROM: Leonard Mason
DATE: May 4, 1993
SUBJECT: PROPERTY MAINTENANCE VIOLATIONS

Under the Township's Property Maintenance Ordinance liens have been imposed on properties in amount of \$1075.00 for the time period of April 6, 1993 thru May 4, 1993.

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>
95 Messenger	523-82	\$ 45.00	Secure house
15 Bucknell	244-31	\$ 60.00	Secure house
60 Berkshire	239-19	\$ 55.00	Clean up;secure fence
47 Melrose	519-18	\$ 40.00	Clean up trash
42 Mullshire	534-12	\$ 520.00	Board entire house
1 Mercator	537-52	\$ 315.00	Clean up trash
61 Toledo	1135-1	\$ 40.00	Secure garage door
TOTAL		\$1075.00	

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


Leonard Mason
Director of Inspections

LM/ba

RESOLUTION NO. 61 - 1993

WHEREAS, Willingboro Township Council, by Resolution No. 79 - 1990, awarded a contract to Harris Brothers for 1990 Roadway Repair in the amount of \$1,636,875.96 and change order number one, approved by Resolution No. 20, 1991, called for a time extension of 61 days, and

WHEREAS, the Engineer has submitted change order number 2 calling for a decrease of \$209,260.93 and a new total contract of \$1,427,615.03 as per his letter of recommendation dated April 16, 1993, and

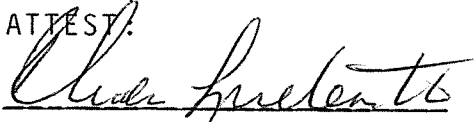
WHEREAS, THE Rules of the Local Finance Board require such change order to be approved by prior resolution of Township Council;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of May, 1993 as follows:

1. The change order is approved in accordance with the recommendation of the Township Engineer dated April 16, 1993 providing for an adjustment to as-built quantities.
2. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.


PAUL L. STEPHENSON
MAYOR

ATTEST:



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 Arnold Burnett

The money necessary to fund said contract is in the amount of Reduction of 209,860.93 ~~122,229.58~~ and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number Ord 4C-90 Ord #1990 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



**LORD
ANDERSON
WORRELL
& BARNETT**

651 High Street, P.O. Box 68
Burlington, New Jersey 08016

CHANGE ORDER NO. 2

Date February 1, 1993

Contractor Harris Brothers Construction Co. Project No. 90-39-31

Address 1817 Old Mill Road

P.O. Box 450 1990 Roadway Repairs

Belmar, NJ 07719

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. Adjustment to as-built quantities

Item	Description	Quantity	Unit Price	Amount
<u>SUPPLEMENTAL</u>				
17X.	6" R.C. Apron	789.28 SY	35.00	\$27,624.80
18X.	3/4" Stone Bedding	1,100.90 CY	28.00	30,825.20
19X.	Paving Fabric	5,119.60 SY	3.00	15,358.80
20X.	ADS Underdrain	750.00 LF	35.00	<u>26,250.00</u>
				\$100,058.80

EXTRA

5.	Milling, 5" (IAWD)	5,819.73 SY	5.00	\$29,098.65
8.	Roadway Excavation (IAWD)	1,074.15 CY	30.00	32,224.50
11.1.	Rolled Concrete Curb	9,730.00 LF	10.00	97,300.00
13.	Traffic Stripes	6,778.00 LF	0.15	1,016.70
	Castings	8.00 UT	300.00	2,400.00
16.	Reconstruct Inlets	23.00 UT	500.00	<u>11,500.00</u>
				\$173,539.85

Amount of Original Contract \$ 1,636,875.96

Adjusted amount of Contract due
to previous Change Orders 1,636,875.96

Supplemental 100,058.80

Extra 173,539.85

Reduction 482,859.58

Adjusted Amount of Contract 1,427,615.03

Change in Contract -12.8%

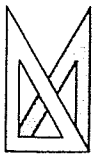
Arnold Powell 4/15/93
Engineer Date

Paul L. Stephenson 5/4/93
Mayor Date

Harris Brothers Construction Company
Contractor

[Signature]
By:

2-8-93
Date



**LORD
ANDERSON
WORRELL
& BARNETT**

651 High Street, P.O. Box 68
Burlington, New Jersey 08016

CHANGE ORDER NO. 2

Date February 1, 1993

Contractor Harris Brothers Construction Co Project No. 90-39-31

1817 Old Mill Road

Address P.O. Box 450 1990 Roadway Repairs

Belmar, NJ 07719

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. Adjustment to as-built quantities

Item	Description	Quantity	Unit Price	Amount
<u>REDUCTIONS</u>				
1.	Milling, 1"	23,423.40 SY	0.80	\$18,738.72
2.	Milling, 2"	25,276.50 SY	0.80	20,221.20
3.	Milling, 4"	35,377.30 SY	1.50	53,065.95
4.	Remove Concrete Base	12,781.33 SY	4.00	51,125.32
6.	Pulverization and Stabilization	16,100.00 SY	0.93	14,973.00
7.	Asphalt Emulsion	11,607.00 GAL.	0.93	10,794.51
9.	Bituminous Stabilized Base Course	8,762.22 TN	28.00	245,342.16
10.	Bituminous Concrete Surface Course, I-5	400.36 TN	27.50	11,009.90
10A.	Bituminous Concrete Surface Course, I-6	757.58 TN	29.00	21,969.82
11A.	Concrete Curb (Vertical)	1,439.00 LF	10.00	14,390.00
12.	Concrete Gutter	1,974.00 LF	10.00	19,740.00
14.	Traffic Paint	297.80 SF	LS	1,489.00
				\$482,859.58

Amount of Original Contract \$ _____
 Adjusted amount of Contract due
 to previous Change Orders _____

Arnold W. Barnett 4/15/93
 Engineer Date

Supplemental _____
 Extra _____

Paul L. Stephenson 4/4/93
 Mayor Date

Reduction _____

Adjusted Amount of Contract _____

By: *[Signature]*
 Contractor

Change in Contract % _____

2-8-93
 Date

RECEIVED

APR 21 1993

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

**LORD
ANDERSON
WORRELL
& BARNETT**

CIVIL ENGINEERING AND SURVEYING
PLANNING, PARKS AND RECREATION

Robert W. Lord, PE & LS, PP
C. Kenneth Anderson, PE & LS, PP
Raymond L. Worrell, II, PE & LS, PP
Arnold W. Barnett, PE & LS
Thomas J. Miller, PE & PP
Jeffrey S. Richter, PE & PP

James E. Thorpe, PLS
L. Gary Zube, LS
Donald J. Bamford, PE
Ashvin G. Patel, PE
Mark E. Malinowski, PE
James R. Datz, PLS
Leonard M. Strickland, PLS & PP
Edwin R. Ruble, LS

April 16, 1993

Mrs. Lenore Stern, Clerk
Township of Willingboro
Municipal Complex
Salem Road
Willingboro, NJ 08046

RE: 1990 Roadway Repairs
Final Change Order
LAWB File No. 90-39-31

Dear Ms. Stern:

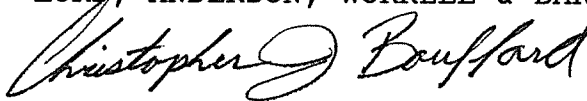
Please find enclosed three (3) original copies of Change Order No. 2, which adjusts the referenced contract to as-built quantities.

I would appreciate the inclusion of these items on the next agenda you prepare for Council.

If you should have any questions, please do not hesitate to call.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT



Christopher J. Bouffard, PLS, CET

*Used 4 of
May 4
Harris
Barnett
file*

cc: Arnold W. Barnett, Township Engineer

CHRIS\APR\HARRIS.C02 (93)

RESOLUTION NO. 62 - 1993

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for 1993 Lawn and Landscaping services in the Township; 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 Green Thumb/Ennis Allen, 11 Tillman Place, Willingboro, New Jersey and that Ed Turner be named alternate contractor; and

WHEREAS, the bid of the above has been found to be correct and satisfactory, both in form and in content; 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 4th day of May, 1993, that the bid be accepted as per the attached schedule; and

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


PAUL L. STEPHENSON
MAYOR

ATTEST:


Rhoda Lichtenstadter
Deputy

Lawn & Landscaping Bid opened Monday, April 26, 1993 at 10:30 am by Marie Annese, Deputy and Leonard was Present were Ed Turner and Ennis Allen
 Turned over to Mr. Mason for recommendation - 4/26/93 MA.
 LAWN AND LANDSCAPING BID

SECTION I Green Thumb SECTION II BIDDERS PRICE QUOTE Ed Turner
 Ennis Allen

<p>1. Mowing of front, rear and side yards, including grass strips between curb and sidewalks. 2 1/2" average height. All sidewalks and driveways to be free of clippings (sweep). Mowing of all areas designated and may include area known as reverse planting area, and removal of all lawn debris associated with mowing. Contractor will be responsible for all trimming of lawn areas directly adjacent to the principal structure, accessory buildings, patios, etc. so that no tall weeds or grass above 2 1/2" remain. Contractor will be responsible for edging of the public sidewalks (both sides) for the entire frontage of the property, including the concrete driveway apron located between the sidewalk and the curb.</p>	<p>\$17.00 per lawn Comm lots by size \$20 edge small 1 lots \$25 corner lots</p>	<p>\$20.00 per lawn. extra high-extra charge Edging \$25 per house \$45.00</p>
<p>2. Contractor will be responsible for trimming in a workmanlike manner, all shrubbery located on the premises and designated by the Department of Code Enforcement. Contractor will be responsible for trimming and/or removing tree limbs overhanging the public sidewalks to a clear height of seven (7) foot. CONTRACTOR WILL BE RESPONSIBLE FOR REMOVING WEEDS FROM DRIVEWAY CRACKS AND ALONG FENCE AND HOUSE FOUNDATION.</p>	<p>\$9.50 per hr. plus cost to remove same</p>	<p>\$9.50 per hr. Plus removal of trash All work done \$9.50 per hr. Drive-way weed-killer \$20.00</p>
<p>3. Contractor will remove from the premises all landscaping debris, such as grass trimmings, shrubbery and tree trimmings. All such materials are to be removed by the contractor. Contractor will be responsible for removing from the premises all household litter such as cans, bottles, paper and other debris. Such material is to be removed from the Township.</p>	<p>\$ 9.00 per hr. \$2.00 per bag</p>	<p>\$3.50 per bag Pick Up Loads \$50 to \$75 depending on size of load</p>

REMARKS BY BIDDER: (Remarks) NO AFFIRM ACTION
 AFF. ACTION NO. Signed

NON-COLLUSION NO
 DISCLOSURE
 BID CERT
 ALTERNATE
 INSURANCE
 PRINT

Need OK. QUOTE

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 -- ~~two~~ (cross out one) available adequate funds for the proposed contract between the Township of Willingboro and Green Thumb/ENNIS ALLEN

The money necessary to fund said contract is in the amount of \$16,000.00 and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number Code ENFORCEMENT
MAINTENANCE LIENS. These funds are not being certified as being available for more than one pending contract.

Pending adoption of 1993 budget

Joanne M. Diggs
Joanne Diggs
Finance Director

cc: Township Solicitor
Township Auditor

To Clerk's Office

SLJ

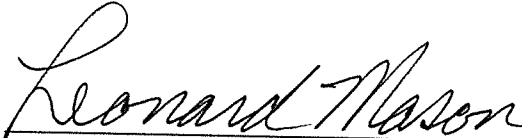
township of Willingboro

MEMO TO: Sadie Johnson
FROM: Leonard Mason
DATE: April 30, 1993
SUBJECT: LAWN & LANDSCAPING BID

I have reviewed the lawn and landscaping bids submitted on April 26, 1993.

I am recommending that we award the primary contract to Green Thumb/Ennis Allen and the alternate contract to Ed Turner.

If you have any questions, I am available to discuss them with you.


Leonard Mason
Director of Inspections

LM/ba

Copy: Lenore Stern

township of Willingboro

MEMO TO: Arnold W. Barnett
FROM: Township Clerk's Office
DATE: May 11, 1993
SUBJECT: CHANGE ORDER NO 2 - HARRIS BROTHERS CONST. CO.

Attached is a copy of Resolution No. 61, 1993 and three (3) originals of Change Order No. 2 regarding Harris Brothers Construction Co. for 1990 Roadway Repairs. Resolution No. 61, 1993 was approved by Township Council at their meeting of April 16, 1993. Please send this office a fully executed copy when available.

Thank you.

/ma
Att.

municipal complex

saalem road

an equal opportunity employer

willingboro, new jersey 08046

(609) 877-2200

RESOLUTION NO. 63 - 1993

WHEREAS, the Township Council of the Township of Willingboro has requested that bids be submitted for 1993 Local Aid Project, VanSciver Parkway, Section V; 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 Arawak Paving, 7503 Weymouth Road, Hammonton, New Jersey, 08037; and

WHEREAS, the bid of the above has been found to be correct and satisfactory, both in form and in content; 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 18 day of May, 1993, that the bid be accepted in the amount of \$179,630.00; and

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


PAUL L. STEPHENSON
MAYOR

ATTEST:


Rhoda Lichtenstadter
Deputy 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 ARAWAK PAVING

The money necessary to fund said contract is in the amount of \$179,630⁰⁰~~00~~ and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number Ord 1-1993 +
1992 Roadway. 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

RECEIVED

MAY 13 1993

TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

**LORD
ANDERSON
WORRELL
& BARNETT**

CIVIL ENGINEERING AND SURVEYING
PLANNING, PARKS AND RECREATION

Robert W. Lord, PE & LS, PP
C. Kenneth Anderson, PE & LS, PP
Raymond L. Worrell, II, PE & LS, PP
Arnold W. Barnett, PE & LS
Thomas J. Miller, PE & PP
Jeffrey S. Richter, PE & PP

James E. Thorpe, PLS
L. Gary Zube, LS
Donald J. Bamford, PE
Ashvin G. Patel, PE
Mark E. Malinowski, PE
James R. Datz, PLS
Leonard M. Strickland, PLS & PP
Edwin R. Ruble, LS

May 12, 1993

Mrs. Sadie L. Johnson, Manager
Township of Willingboro
Municipal Complex
Salem Road
Willingboro, NJ 08046

RE: VanSciver Parkway, Section V
1993 Local Aid Project
LAWB File No. 93-39-34

Dear Mrs. Johnson:

As you are aware, we received bids for the referenced project on May 10, 1993.

The bids have been analyzed and a tabulation sheet is enclosed for your referenced.

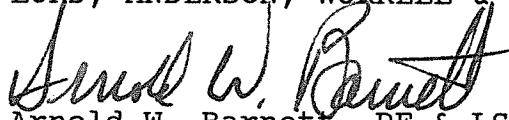
Based on the results of the bidding, I recommend award of this contract to Arawak Paving Company, who, as you can see, submitted the lowest lump sum bid.

Reference can be made to the 1992 Resolution authorizing award of that project for preparing the 1993 Resolution.

Should you have any questions, please do not hesitate to call.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT


Arnold W. Barnett, PE & LS

AWB:lt

Enclosure

ARNOLD\MAY\SJARAWAK.BID (93)

5/10/93 0:00
 1993 VANSCHIEVER PARKWAY
 WELLSBORO TOWNSHIP
 FILE NO. 93-39-64

5/10/93 10:00
 Municipal Complex, Salem Road
 Arnold W. Barnett, PE & LS
 Willingboro TWP Engineer

ENGINEERS ESTIMATE

Arrwak Paving
 7503 Weymouth Road
 Hammonton, NJ 08037

SJA Construction, Inc.
 8004A Greentree Com
 Marlton, NJ 08053

Robert T. Winzinger
 1704 Meme Highway
 Hainesport, NJ

Meredith Paving Corp.
 P. O. Box 267
 Riverton, NJ 08077

Item Description	Quantity	Unit Price	Original Amount Bid	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1. Remove Concrete Median	1 LS	\$2,000.00	2,000.00	4500.00	4500.00	1200.00	1200	2500.00	2500.00		
2. Milling, 10 1/2"	11,500 SY	4.25	48,875.00	3.00	34500.00	3.50	40250	3.50	40250.00		
3. Milling, 2" - 5 1/2"	1,000 SY	2.00	2,000.00	3.00	3000.00	3.95	3950	3.50	3500.00		
4. 6" X 8" X 18" Concrete Curb	110 LF	15.00	1,650.00	15.00	1650.00	25.00	2750	15.00	1650.00		
5. Reconstruct Inlet	1 UT	1,600.00	1,600.00	1000.00	1000.00	1400.00	1400	1000.00	1000.00		
6. 6" R. C. Drive Aprons	44 SY	40.00	1,760.00	50.00	2200.00	45.00	1980	44.00	1936.00		
7. Bituminous Stabilized Base Course											
5" Thick	11,500 SY	8.50	97,750.00	7.55	86825.00	7.50	86250	8.19	94185.00		
8. Bituminous Concrete Surface Course, Mix I-5 2" Thick	12,500 SY	3.45	43,125.00	3.55	44375.00	3.45	43125	3.45	43125.00		
9. Construction Identification Signs 2'	2 UT	500.00	1,000.00	250.00	500.00	350.00	700	200.00	400.00		
10. Traffic Strip	7,200 LF	0.20	1,440.00	0.15	1080.00	0.15	1080	0.13	936.00		
11. Roadway Excavation, Earth	CY	20.00		30.00		25.00		20.00			
11. Dense Graded Aggregate											
Variable Thicknesses	CY	20.00		30.00		35.00		32.00			
TOTALS >			\$201,200.00		\$179,630.00		\$182,685.00		\$189,482.00		

RESOLUTION NO. 64 - 1993

WHEREAS, Willingboro Township Council, by Resolution No. 122- 1992, awarded a contract to Arawak Paving for 1992 Roadway Repairs, in the amount of \$876,168.01;

WHEREAS, the Engineer has submitted a change order for the reconstruction of Pageant Lane, as per the Engineer's letter; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of May, 1993, as follows:

1. The change order as requested by the Engineer is approved, for an additional \$106,000, bringing the new total to \$982,168.01.

2. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.


PAUL L. STEPHENSON
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Deputy Township Clerk

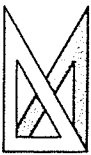
CERTIFICATE OF AVAILABILITY
OF FUNDS FOR CONTRACT

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 ARAWAK PAVING Co.

The money necessary to fund said contract is in the amount of add'l 106,000 + 982,168^{el} and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number Ord 7d-1992. 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



**LORD
ANDERSON
WORRELL
& BARNETT**

651 High Street, P.O. Box 68
Burlington, New Jersey 08016

CHANGE ORDER NO. 1

Date May 13, 1993

Contractor Arawak Paving Company

Project No. 92-39-31

Address 7503 Weymouth Road

1992 Roadway Repairs

Hammonton, NJ 08037

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. For the inclusion of the Resurfacing of Pageant Lane in the 1992 Roadway Repairs Project

Item	Description	Quantity	Unit Price	Amount
------	-------------	----------	------------	--------

EXTRA

15	Pageant Lane- all miscellaneous items required to complete the resurfacing of said road, increasing the contract by the amount of \$106,000.00.			
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Amount of Original Contract	\$ 876,168.01	<u>Freud W. Barrett</u> Engineer	<u>5/14/93</u> Date
Adjusted amount of Contract due to previous Change Orders	876,168.01	<u>Willingboro Township</u> Municipality	

Supplemental			
Extra	106,000.00	<u>Paul F. Stepten</u> Mayor	<u>5/18/93</u> Date

Reduction		<u>Arawak Paving Company</u> Contractor	
Adjusted Amount of Contract	982,168.01	<u>John M. Barrett, Pres.</u> By:	

Change in Contract	+12.1 %		
--------------------	---------	--	--

Date

**LORD
ANDERSON
WORRELL
& BARNETT**

CIVIL ENGINEERING AND SURVEYING
PLANNING, PARKS AND RECREATION

RECEIVED

MAY 14 1993

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

May 13, 1993

Robert W. Lord, PE & LS, PP
C. Kenneth Anderson, PE & LS, PP
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Leonard M. Strickland, PLS & PP
Edwin R. Ruble, LS

Mrs. Sadie L. Johnson, Manager
Township of Willingboro
Municipal Complex
Salem Road
Willingboro, NJ 08046

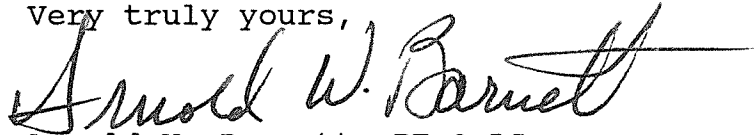
RE: Change Order No. 1
1992 Road Repair Project
LAWB File No. 93-39-31

Dear Mrs. Johnson:

As we discussed, I am forwarding a change order to the existing contract with Arawak Paving Company for an additional amount of \$106,000 to be added to the already encumbered contract of \$876,168. The purpose of this change order is to effect the reconstruction of Pageant Lane under the current contract. This change order will be an increase of less than 20% over the initial contract and will utilize a contractor who has been performing quite satisfactorily and with unit prices that are reasonable. I've checked with the Finance Office and find that \$117,000 of the bond ordinance is still unencumbered, so it appears that funds are available. Council's prompt action on this change order will permit continuance work to be accomplished.

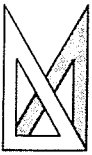
Please call if you have any questions.

Very truly yours,



Arnold W. Barnett, PE & LS
Willingboro Township Engineer

AWB:lt



**LORD
ANDERSON
WORRELL
& BARNETT**

651 High Street, P.O. Box 68
Burlington, New Jersey 08016

CHANGE ORDER NO. 1

Date May 13, 1993

Contractor Arawak Paving Company

Project No. 92-39-31

Address 7503 Weymouth Road

1992 Roadway Repairs

Hammonton, NJ 08037

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. For the inclusion of the Resurfacing of Pageant Lane in the 1992 Roadway Repairs Project

Item	Description	Quantity	Unit Price	Amount
------	-------------	----------	------------	--------

EXTRA

15	Pageant Lane- all miscellaneous items required to complete the resurfacing of said road, increasing the contract by the amount of \$106,000.00.			
----	---	--	--	--

Amount of Original Contract \$ 876,168.01

Adjusted amount of Contract due
to previous Change Orders 876,168.01

Supplemental _____

Extra 106,000.00

Reduction _____

Adjusted Amount of Contract 982,168.01

Change in Contract +12.1 %

Arnold W. Bennett
Engineer 5/19/93
Date

Willingboro Township
Municipality

Carl L. Stephen
Mayor 5/19/93
Date

Arawak Paving Company
Contractor

By: John M. Bennett, Pres

Date



**LORD
ANDERSON
WORRELL
& BARNETT**

651 High Street, P.O. Box 68
Burlington, New Jersey 08016

CHANGE ORDER NO. 1

Date May 13, 1993

Contractor Arawak Paving Company

Project No. 92-39-31

Address 7503 Weymouth Road

1992 Roadway Repairs

Hammonton, NJ 08037

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. For the inclusion of the Resurfacing of Pageant Lane in the 1992 Roadway Repairs Project

Item	Description	Quantity	Unit Price	Amount
------	-------------	----------	------------	--------

EXTRA

15	Pageant Lane- all miscellaneous items required to complete the resurfacing of said road, increasing the contract by the amount of \$106,000.00.			
----	---	--	--	--

Amount of Original Contract \$ 876,168.01
Adjusted amount of Contract due to previous Change Orders 876,168.01

Arnold W. Barnett 5/14/93
Engineer Date

Supplemental _____

Extra 106,000.00

Paul S. Stephen 5/14/93
Mayor Date

Reduction _____

Adjusted Amount of Contract 982,168.01

Change in Contract +12.1 %

Arawak Paving Company
Contractor

By: John M. Barnett, Pres.

Date



**LORD
ANDERSON
WORRELL
& BARNETT**

651 High Street, P.O. Box 68
Burlington, New Jersey 08016

CHANGE ORDER NO. 1

Date May 13, 1993

Contractor Arawak Paving Company

Project No. 92-39-31

Address 7503 Weymouth Road

1992 Roadway Repairs

Hammonton, NJ 08037

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. For the inclusion of the Resurfacing of Pageant Lane in the 1992 Roadway Repairs Project

Item	Description	Quantity	Unit Price	Amount
------	-------------	----------	------------	--------

EXTRA

15	Pageant Lane- all miscellaneous items required to complete the resurfacing of said road, increasing the contract by the amount of \$106,000.00.			
----	---	--	--	--

Amount of Original Contract \$ 876,168.01

Arnold W. Bennett 5/14/93
Engineer Date

Adjusted amount of Contract due to previous Change Orders 876,168.01

Willingboro Township
Municipality

Supplemental _____

Extra 106,000.00

Paul J. Stephen 5/18/93
Mayor Date

Reduction _____

Arawak Paving Company
Contractor

Adjusted Amount of Contract 982,168.01

By: John M. Barnett, Pres.

Change in Contract +12.1 %

Date

RESOLUTION NO. 65 - 1993

WHEREAS, Willingboro Township Council, by Resolution No. 108-1992, awarded a contract to Republic Environmental Services for an Oil Spill Remediation Project in the amount of \$241,187, which was decreased by Resolution No. 148-1992 to \$231,278, increased for dewatering to \$235,578;; and

WHEREAS, the Engineer has submitted an adjustment to as-built quantities, as per the attached change order number 3.; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of May, 1993, as follows:

1. The change as outlined is approved, bringing the new total to \$244,284.73.
2. Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.


PAUL L. STEPHENSON
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Deputy Township Clerk



**LORD
ANDERSON
WORRELL
& BARNETT**

651 High Street, P.O. Box 68
Burlington, New Jersey 08016

CHANGE ORDER NO. 3

Date April 29, 1993

Contractor Republic Environmental Systems

Project No. 91-39-15B

Address 130 Route 130 South, Mansfield Twp.

Public Works Yard Diesel Fuel Spill

Bordentown, NJ 08505

Remediation Project

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. Adjustment to As-Built Quantities

Item	Description	Quantity	Unit Price	Amount
<u>REDUCTION</u>				
2.	Earth Excavation, Unclassified	1438.85 CY	9.00	\$12,949.65
5.	Borrow Excavation, Select Material	1135 CY	16.50	<u>18,727.50</u>
				\$31,677.15

INCREASE

6.	Bituminous Concrete Surface Course	6	TN	75.00	\$450.00
7.	Bituminous Stabilized Base Course	21	TN		
8.	Dense Graded Aggregate Base Course	111.58	SY	5.97	666.13
9.	Topsoil, 6" Thick	94	SY	3.40	319.60
10.	Fertilizing and Seeding	94	SY	1.10	104.30
12s	Transportation and Disposal of Contaminated Soil	484.43	TN	65.00	31,487.95
14s	Pumping, Transportation and Disposal of Contaminated Groundwater	7,306	Gal	.80	<u>5,844.80</u>
					\$40,383.88

Amount of Original Contract \$ 241,187.00

Adjusted amount of Contract due

to previous Change Orders 235,578.00

Supplemental

Extra 40,383.88

Reduction 31,677.15

Adjusted Amount of Contract 244,284.73

Change in Contract +1.28 %

Snook W. Barnett 5/3/93
Engineer Date

Willingboro Township
Municipality

Paul J. Shatt 5/19/93
Mayor Date

Republic Environmental Systems
Contractor

By: *Jim Helms* Project Administrator 5/31/93

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 Republic Environmental Systems

The money necessary to fund said contract is in the amount of add'l 8906⁷³ and, upon approval of the contract, the funds shall be charged to the following line item appropriation of account number 01-58-266. 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

40,383.88
31,677.15

8906.73

**LORD
ANDERSON
WORRELL
& BARNETT**

CIVIL ENGINEERING AND SURVEYING
PLANNING, PARKS AND RECREATION

April 30, 1993

Robert W. Lord, PE & LS, PP
C. Kenneth Anderson, PE & LS, PP
Raymond L. Worrell, II, PE & LS, PP
Arnold W. Barnett, PE & LS
Thomas J. Miller, PE & PP
Jeffrey S. Richter, PE & PP

James E. Thorpe, PLS
L. Gary Zube, LS
Donald J. Bamford, PE
Ashvin G. Patel, PE
Mark E. Malinowski, PE
James R. Datz, PLS
Leonard M. Strickland, PLS & PP
Edwin R. Ruble, LS

Mrs. Sadie L. Johnson, Manager
Township of Willingboro
Municipal Complex
Salem Road
Willingboro, NJ 08046

RE: Public Works Yard Diesel Fuel
Spill Remediation Project
Partial Estimate No. 5
LAWB File No. 91-39-15B

Dear Mrs. Johnson:

This is to certify that Republic Environmental Systems,
130 Route 130 South, Mansfield Township, Bordentown, NJ
08505, has partially completed work on the referenced project
is therefore, entitled to payment in the amount of

Nine Thousand Nine Hundred Forty Eight and 70/100 Dollars
(\$9,948.70)

in accordance with the attached estimate.

Please note that the enclosed Change Order Number 3,
which adjusts the contract to as-built quantities, must be
acted on before payment can be made.

Should you have any questions, please do not hesitate to
call.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT

Arnold W. Barnett
Arnold W. Barnett, PE & LS

AWB:lt

Enclosure

cc: Republic Environmental Systems

ARNOLD\APR\REPEV#5.EST (93)


RESOLUTION NO. 66 - 1993

WHEREAS, a request has been received from EXXON COMPANY USA for the return of their performance guarantee provided to the Township of Willingboro; and

WHEREAS, the Engineer inspected the property and by letter dated May 4, 1993, recommended that the performance guarantee be released;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of May, 1993, that the performance guarantee be released to EXXON COMPANY, USA; AND

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Engineer, Treasurer and the applicant for their information and attention.


PAUL L. STEPHENSON
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Deputy Township Clerk

**LORD
ANDERSON
WORRELL
& BARNETT**

CIVIL ENGINEERING AND SURVEYING
PLANNING, PARKS AND RECREATION

RECEIVED

MAY 6 - 1993

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

May 4, 1993

Robert W. Lord, PE & LS, PP
C. Kenneth Anderson, PE & LS, PP
Raymond L. Worrell, II, PE & LS, PP
Arnold W. Barnett, PE & LS
Thomas J. Miller, PE & PP
Jeffrey S. Richter, PE & PP

James E. Thorpe, PLS
L. Gary Zube, LS
Donald J. Bamford, PE
Ashvin G. Patel, PE
Mark E. Malinowski, PE
James R. Datz, PLS
Leonard M. Strickland, PLS & PP
Edwin R. Ruble, LS

Mrs. Lenore Stern, Clerk
Township of Willingboro
Municipal Complex
Salem Road
Willingboro, NJ 08046

RE: Exxon Company, USA
Route 130 & Rancocas Road
Willingboro Township
LAWB File No. 88-39-87

Dear Mrs. Stern:

We have received notice from Exxon Company, USA that their performance guarantee for the referenced project (approximately \$177,000.00) has never been released.

We visited the site on May 3, 1993 and found that all items have been satisfactorily constructed in accordance with the approved site plan, therefore, if the aforementioned performance guarantee has not previously been released as Exxon claims, I recommend that it now be released.

If you should have any questions, please do not hesitate to call.

Very truly yours,

LORD, ANDERSON, WORRELL & BARNETT



Arnold W. Barnett, PE & LS

AWB:CJB:lt

ARNOLD\MAY\STERN.M4 (93)

KEARNS, VASSALLO & KEARNS
ATTORNEYS **KVK** AT LAW

SUNSET PROFESSIONAL BUILDING • 215 SUNSET ROAD • WILLINGBORO, NJ 08046-1195

WILLIAM JOHN KEARNS, JR.
JOHN F. VASSALLO, JR.
ELLEN B. KEARNS

WILLIAM D. HILL - Of Counsel
GEORGE E. WILSON* - Of Counsel

*Admitted in NJ, NY, PA

609-877-6550
FAX 609-835-4646

PENNSYLVANIA OFFICE
528 Nottingham Drive
Yardley PA 19067
215-736-2879

April 29, 1993

The Honorable Paul L. Stephenson
The Honorable Doreatha D. Campbell
The Honorable Priscilla B. Anderson
The Honorable James E. Ayer
The Honorable Paul Krane
Willingboro Township Council
Municipal Complex
One Salem Road
Willingboro NJ 08046

RE: Township of Willingboro
American Stores Realty Corp. Project
US Route 130 & Levitt Parkswy
Proposed Performance Guarantee by American Stores Company

*Approved by
Santoro
4/29/93
copy to Krane*

Dear Council Members:

As I reported to you on Tuesday, American Stores Realty Corp., has proposed to provide the Township with a corporate guarantee issued by American Stores Company ["ASC"] as the performance guarantee in conjunction with the development approvals granted by the Planning Board for the new Acme Market at Route 130 and Levitt Parkway.

As I indicated to you, **in this particular instance** it is probably true that the strongest guarantee for the construction of the required improvements is the fact that the Township would not issue a Certificate of Occupancy until the improvements were properly completed.

This would be a corporate Guarantee issued by the parent company, which is a "Fortune 500" company. A copy of the Standard & Poors analysis of the company is attached for your review.

Willingboro Township Council
RE: Township of Willingboro
American Stores Properties, Inc. Project
Proposed Performance Guarantee by American Stores Company
April 29, 1993
Page 2.

I have, additionally, reviewed the Annual Report issued for the 1991 fiscal year by ASC which indicates that ASC is listed on the New York, Philadelphia, Midwest and Pacific Stock Exchanges. The 1991 fiscal year ended on the Saturday nearest to January 31, 1992.

The Annual Report further indicates that ASC is a holding company with several operating subsidiaries which act under the retail outlet names of "Lucky Stores, Inc.," "American Markets, Inc.," "Jewel Food Stores," "Star Markets," "Save-on," and "Osco Drug" with a combination of some 1,488 retail outlets in 30 states. Apparently the "CVS" drug stores are also part of the ASC family. Other subsidiaries include American Stores Properties, Inc. and Skaggs Telecommunications Service, Inc.

While it is noted that ASC maintains its corporate offices in Salt Lake City, Utah, ASC is a Delaware Corporation.

I have obtained and have confirmed that ASC has the legal authority under the Delaware Corporation law to issue the form of guarantee which is proposed. A copy of the actual form of guarantee is attached. It has been completed with the amount specified by Mr. Barnett, as the Township Engineer.

It is, further, my opinion that the form of guarantee is legally sufficient to bind ASC and that the Township of Willingboro is properly designated as the beneficiary of the guarantee.

Additionally, the guarantee has no expiration date as to the performance guarantee and would be released only when the Township released the performance guarantee and accepted the improvements as being properly completed. That action would take place before we issued a certificate of occupancy for the building, so that the real and most effective control for getting the improvements completed is the need for Acme to be able to open the store. Additionally, the term of the guarantee would extend for an additional two (2) years as a maintenance guarantee. On bonds or letters of credit used for performance guarantees, we normally require that they be for a term of one year and that they automatically extend unless the Township is provided with advance written notice at least 60 days before any non-renewal.

Additionally, there does not appear to be anything in New Jersey Law which would bar the Corporation from issuing the guarantee as proposed.

The *New Jersey Municipal Land Use Law*, which is applicable to the approvals given and which provides the basis for the work to be done, addresses the subject of performance and maintenance guarantees.

Willingboro Township Council
RE: Township of Willingboro
American Stores Properties, Inc. Project
Proposed Performance Guarantee by American Stores Company
April 29, 1993
Page 3.

The definitions, found in N.J.S.A. 40:55D-5 and 6 defines each guarantee as "any security, which may be accepted by a municipality ... including, **but not limited to** surety bonds, letters of credit ... and cash." [emphasis added]

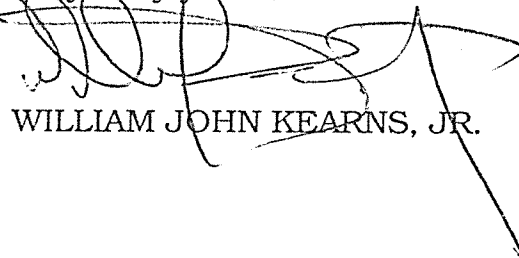
I read the *Municipal Land Use Law* to indicate that the municipality can accept a guarantee in any form of security which the governing body may determine to be sufficient and acceptable to the governing body. I have not found any language which would prohibit the municipality from accepting, for instance, a mortgage on real property as a form of security, or an agreement secured by certificates of deposit, government bonds or even publicly traded securities.

What is being proposed here does not fall into any of the more easily identified categories, and does not appear to fall within any of the specific categories mentioned in the statutes. The format proposed is similar to the surety bond that would be issued by an insurance company, but is not a surety bond in the legal sense of the term.

This is a policy question for the Council and I suggest that your determination might be based on whether you are comfortable that a guarantee issued by a Fortune 500 company is substantially equal to the security that you would receive from a bond issued by an insurance company. [New Jersey law requires that as to a surety bond, you must accept the bond from any company licensed to do business in New Jersey.]

I am also enclosing a copy of my letter to the attorney for Acme in which I raised several questions. In my opinion, each of the questions has been answered to my satisfaction.

Very truly yours,



WILLIAM JOHN KEARNS, JR.

WJK:mm

NYSE Symbol ASC Options on CBOE (Jan-Apr-Jul-Oct) In S&P 500

Price	Range	P-E Ratio	Dividend	Yield	S&P Ranking	Beta
Mar. 18'93 41½	1993 44½-36¼	14	0.80	1.9%	B+	1.35

Summary

American Stores is one of the nation's leading retailers, operating some 1,672 combination drug/food stores, super drug centers, drug stores and food stores in 27 states. As part of a strategy to focus on its most profitable core units, the company has been selling underperforming assets and using the proceeds to pay down debt incurred in the \$2.4 billion acquisition of Lucky Stores in 1988. Lower interest expense and some improvement in the economy should boost earnings in 1993-4 and beyond.

Current Outlook

Earnings for the fiscal year ending January 31, 1994, are estimated at \$3.50 a share, up from \$2.94 in 1992-3.

The quarterly dividend was raised 14%, to \$0.20, from \$0.17½, with the January 1993 payment.

Revenues should rise somewhat in 1993-4, boosted by remodeled stores. Gross margins at Lucky Stores will reflect competitive pricing, but expense ratios should improve. Operating profits should increase at Jewel as sales increase, and should remain strong at Osco Drug. Interest costs will continue to drop.

Net Sales (Billion \$)

Quarter:	1993-94	1992-93	1991-92	1990-91
Apr.	---	4.92	5.41	5.42
Jul.	---	4.70	5.26	5.58
Oct.	---	4.57	4.94	5.44
Jan.	---	4.85	5.22	5.71
	---	19.05	20.82	22.16

Based on a preliminary report, sales in the fiscal year ended January 30, 1993, declined 8.5%, reflecting the disposition of stores; same-store sales were down fractionally. Operating profits rose 3.5%. Despite lower interest costs, with a \$28.6 million loss on sale of stores, versus a \$104.7 million gain, pretax income dropped 14%. After taxes at 47.0%, versus 46.7%, income was also down 14%, to \$2.94 a share from \$3.47. Results in 1992-3 exclude a charge of \$0.59 from an accounting change.

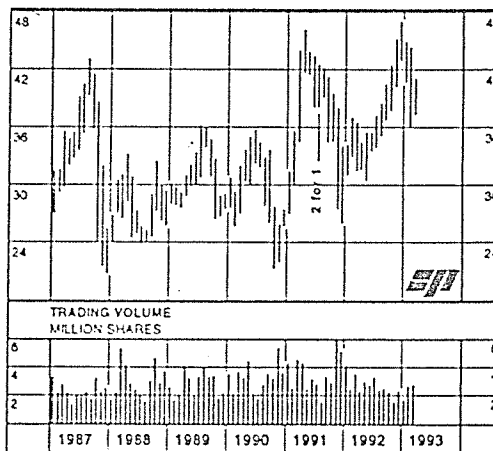
Common Share Earnings (\$)

Quarter:	1993-94	1992-93	1991-92	1990-91
Apr.	E0.59	0.28	0.52	0.41
Jul.	E0.78	0.72	1.68	0.54
Oct.	E0.67	0.61	0.42	0.45
Jan.	E1.46	1.33	0.85	1.24
	E3.50	2.94	3.47	2.64

Per Share Data (\$)

Yr. End Jan. 31	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984
Tangible Bk. Val.	NA	d6.05	d9.22	d12.21	d16.17	13.21	12.01	12.22	9.87	7.63
Cash Flow	NA	8.46	7.80	6.31	5.46	5.20	4.88	4.97	5.41	3.28
Earnings ²	2.94	3.47	2.64	1.73	1.27	2.10	1.90	2.06	2.86	1.81
Dividends	0.70	0.630	0.560	0.500	0.440	0.420	0.420	0.345	0.320	0.222
Payout Ratio	24%	18%	21%	31%	35%	20%	22%	17%	12%	12%
Calendar Years	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983
Prices—High	47	46½	35¾	36¾	33¼	43¾	35%	34¾	20¾	22
Low	30¾	26	21¾	26½	23¼	20¾	25¾	19%	13¾	9%
P/E Ratio—	16-10	13-7	14-8	21-15	26-19	21-10	19-14	17-9	7-5	12-5

Data as orig. reptd. Adj. for stk. divs. of 100% Jul. 1991, 200% Aug. 1983. 1. Refl. merger or acq. 2. Bef. spec. item(s) of -0.59 in 1992. E- Estimated. d-Deficit. NA-Not Available.



Important Developments

Mar. '93— ASC said operating profits in drug store operations rose 14% in 1992-3. Jewel food stores, Acme Markets and Star Market performed well in the fourth quarter, with higher operating profit. The consolidation of management information systems and accounting functions of the three Eastern grocery companies should aid earnings in 1994-5. As part of a three-year, \$2 billion capital spending program, 36 new stores were opened and 113 remodeled. During 1992-3, the company acquired 63 CVS drug stores in Southern California, as well as rights to operate 22 CVS health and beauty aid stores, and also acquired 30 Thrifty and Rx Plus drug stores in Arizona. As of March 1993, a total of 1,672 stores were in operation in 27 states. Separately, ASC announced a \$2 million stock buyback program.

Next earnings report expected in mid-May.

Income Data (Million \$)

Year Ended Jan. 31	Revs.	Oper. Inc.	% Oper. Inc. of Revs.	Cap. Exp.	Depr.	Int. Exp.	Net Bef. Taxes	Eff. Tax Rate	*Net Inc.	% Net Inc. of Revs.	Cash Flow
1992	20,823	955	4.6	355	345	268	451	46.7%	240	1.2	585
1991	22,156	1,057	4.8	330	356	361	356	48.8%	182	0.8	538
1990	22,004	894	4.1	552	291	407	250	52.8%	118	0.5	400
1989	18,478	697	3.8	1,207	253	290	207	52.6%	98	0.5	330
1988	14,272	578	4.0	269	191	112	291	47.0%	154	1.1	320
1987	14,022	609	4.3	195	187	117	306	52.8%	145	1.0	307
1986	13,890	606	4.4	203	184	132	309	50.1%	154	1.1	313
1985	12,119	502	4.1	1,338	153	120	347	44.6%	186	1.5	326
1984	7,984	322	4.0	140	87	39	216	45.4%	118	1.5	194
1983	7,508	269	3.6	114	83	40	167	45.8%	90	1.2	162

Balance Sheet Data (Million \$)

Jan. 31	Cash	Assets	Curr. Liab. Ratio	Total Assets	% Ret. on Assets	Long Term Debt	Common Equity	Total Inv. Capital	% LT Debt of Cap.	% Ret. on Equity	
1992	71	2,138	1,975	1.1	6,955	3.4	2,662	1,516	4,354	61.1	16.7
1991	77	2,281	2,120	1.1	7,245	2.5	3,101	1,351	4,635	66.9	14.3
1990	87	2,261	2,240	1.0	7,398	1.5	3,399	1,202	4,707	72.2	9.7
1989	9	2,153	2,188	1.0	7,010	1.8	3,289	922	4,519	72.8	8.5
1988	31	1,664	1,333	1.2	3,650	4.3	1,024	886	2,198	46.6	15.2
1987	56	1,638	1,313	1.2	3,590	4.1	1,023	838	2,177	47.0	14.9
1986	30	1,482	1,242	1.2	3,463	4.4	1,082	768	2,142	50.5	18.0
1985	76	1,482	1,270	1.2	3,536	7.0	1,200	677	2,175	55.2	29.6
1984	135	902	617	1.5	1,627	7.7	367	452	958	38.3	26.3
1983	83	767	547	1.4	1,444	6.5	352	357	852	41.3	24.5

Data as org. reptd. 1. Refl. merger or acq. 2. Ref. spec. items. 3. Refl. acctg. change

Business Summary

American Stores is one of the nation's largest retailers. As of February 1, 1992, the company was operating 1,488 retail units, consisting of combination food drug stores, super drug centers, drug stores and food stores. ASC conducts all of its activities through three wholly owned subsidiaries.

Lucky Stores, Inc. operates 429 stores in California and Nevada. The stores include 330 grocery stores, 86 expanded grocery stores, and 13 combination food/drug stores.

American Drug Stores, Inc. operates 445 Osco Drug stores in 21 states, mostly in the Midwest, and 266 Sav-on drug stores in California and Nevada. This includes the drug side of 151 jointly operated Jewel Osco combination stores.

Jewel Companies, Inc. operates a total of 510 stores. Included are Acme Markets, Inc., 262 stores in five northeastern states, Jewel Food Stores with 217 stores in five states, mostly in the Midwest, and Star Market with 31 outlets in Massachusetts.

In June 1991, the company sold Alpha Beta Co., operator of 142 stores in Southern California, for \$241 million. The sale was made to comply with a 1990 consent decree that settled antitrust litigation

arising from the 1988 acquisition for \$2.4 billion of Lucky Stores, a California-based supermarket chain with 600 stores. In October 1990, ASC sold its Buttrey Food and Drug division for \$184 million, and in April 1992 it sold 74 Jewel Osco stores for \$325 million.

Dividend Data

Dividends have been paid since 1965. A "poison pill" stock purchase right was adopted in 1988.

Amt. of Divd. \$	Date Decl.	Ex-divd. Date	Stock of Record	Payment Date
0.17½	Mar. 17	Mar. 23	Mar. 27	Apr. 6'92
0.17½	Jun. 16	Jun. 23	Jun. 29	Jul. 9'92
0.17½	Sep. 22	Sep. 28	Oct. 2	Oct. 12'92
0.20	Dec. 15	Dec. 18	Dec. 26	Jan. 5'93
0.20	Mar. 16	Mar. 22	Mar. 26	Apr. 6'93

Capitalization

Long Term Debt: \$2,176,372,000 (1/30/93), incl. \$92.3 million of capital lease obligs.

Common Stock: 70,562,600 shs. (\$1 par).

L.S. Skaggs owns 18%.

Institutions hold 78%.

Shareholders of record: 20,759.

Office—709 East South Temple, Salt Lake City, UT 84102. Tel—(601) 539-0112. Chrmn—L. S. Skaggs. Pres & CEO—V. Lund. EVP & Treas—A. L. Seard. Investor Contact—Calvin O. Drecksel. Dirs—L. H. Callister, L. A. Del Santo, A. S. Engsbretsen, J. B. Fisher, F. R. Gumucio, L. G. Harmon, D. B. Holbrook, V. L. Lund, D. L. Maher, J. E. Masline, L. T. Perry, B. S. Preiskel, J. L. Scott, A. W. Skaggs, L. S. Skaggs, A. D. Stewart. Transfer Agent & Registrar—First Chicago Trust Co. of New York, NYC. Incorporated in Utah in 1947; reincorporated in Delaware in 1965. Empl—148,000.

Information has been obtained from sources believed to be reliable, but its accuracy and completeness are not guaranteed.

Karen J. Sack

CORPORATE PERFORMANCE GUARANTEE

AMERICAN STORES REALTY CORP.
PROPERTY LOCATED AT
U.S. ROUTE 130 & LEVITT PARKWAY
WILLINGBORO, BURLINGTON COUNTY, NEW JERSEY

WILLINGBORO TOWNSHIP PLANNING BOARD RESOLUTION NO. 3-1993

THIS CORPORATE PERFORMANCE GUARANTEE (this "Guarantee") is entered into as of the _____ day of May, 1993, by AMERICAN STORES REALTY CORP., a Pennsylvania corporation, having an office c/o Acme Markets, Inc., 75 Valley Stream Parkway, P.O. Box 3010, Malvern, Pennsylvania 19355-0733 (the "Principal") and AMERICAN STORES COMPANY, a Delaware corporation, having an office at 709 East South Temple, P.O. Box 27447, Salt Lake City, Utah 84102 (the "Guarantor"), to and for the benefit of THE TOWNSHIP OF WILLINGBORO (the "Obligee"), in the amount of ONE MILLION ONE HUNDRED EIGHTY-FOUR THOUSAND NINE HUNDRED SIXTY-FOUR AND 00/00 DOLLARS (\$1,184,964.00), good and lawful monies of the United States of America, for the payment of which sums well and truly to be made, the undersigned hereby binds itself, its heirs, administrators, executors, successors and assigns, jointly, severally and firmly by these presents.

BACKGROUND

American Stores Properties, Inc., predecessor-in-interest to Principal, filed a Site Plan Application with the Planning Board of the Township of Willingboro for development of certain property containing 8.883 acres located at U.S. Route 130 and Levitt Parkway in Willingboro, Burlington County, New Jersey, which development will consist of the construction of a 61,016 square foot building and will include certain other on-site and off-site improvements;

The Willingboro Township Planning Board has approved said application on certain conditions, one of which being the installation and maintenance of certain on-site improvements by the Principal, which improvements are more fully described in the Performance Guarantee Estimate attached hereto as Exhibit "A" (the "Improvements") and which Improvements have been estimated as having a value of NINE HUNDRED EIGHTY-SEVEN THOUSAND FOUR HUNDRED SEVENTY AND 00/00 DOLLARS (\$987,470.00); and

As a further lawful condition of approval the Willingboro Township Planning Board has required Principal to post sufficient guarantees by which (1) Guarantor guarantees the installation of the required Improvements in accordance with all applicable laws, including standards adopted by the Obligee, in the time period specified by the Willingboro Township Planning Board and to indemnify and hold the Obligee harmless for all losses, damages or injury that Obligee may suffer as a result of Principal's

default; and (2) Guarantor further guarantees that Principal shall maintain said Improvements in good, sufficient and satisfactory condition for a time specified by the Willingboro Township Planning Board from the time that the Willingboro Township Engineer accepts the Improvements on behalf of the Obligees and to replace and repair any defects in materials or workmanship which becomes apparent in said period and to indemnify and hold the Obligees harmless for all losses, damage or injury Obligees may suffer as a result of Principal's default; and

Principal and Guarantor have executed this Guarantee as their lawful acts and deeds for the purpose of satisfying the requirements of the Willingboro Township Planning Board for sufficient guarantees.

NOW, THEREFORE, the conditions of this obligation are such that:

(1) if the Principal, or the Principal's executors, administrators, personal representatives or assigns, shall well, properly, truly and in accordance with all applicable laws, regulations and standards install the Improvements required by the Willingboro Township Planning Board within the time specified by the Willingboro Township Planning Board to the satisfaction of the Willingboro Township Engineer and fully indemnify and hold harmless the Obligees from and against all claims, demands, actions, proceedings, costs and expenses which it may suffer by reason of or growing out of the Principal's failure to do so and fully reimburse and repay the Obligees all expenses which it may incur in making good any such default, then this obligation shall be null and void; otherwise, to remain in full force and effect; and further

(2) if the said Principal, the Principal's executors, administrators, personal representatives or assigns, shall maintain the Improvements required to be installed for a period of twenty-four (24) months from the date that the Willingboro Township Engineer accepts said Improvements on behalf of the Obligees and to remove and replace any defects in workmanship or material which may become apparent or may develop within a period of twenty-four (24) months from the date the Willingboro Township Engineer accepts the Improvements, and shall indemnify and hold harmless the Obligees from and against all claims, demands, actions, proceedings, costs and expenses that the Obligees may sustain by reason of or growing out of any defective material or workmanship which becomes apparent during said period then this obligation shall be null and void; otherwise, to remain in full force and effect.

Guarantor hereby stipulates and agrees that no change or extension of time granted by the Willingboro Township Planning Board or the Obligees for the performance by the Principal of its

obligations to install and maintain the required Improvements, and no forbearance by the Willingboro Township Planning Board or the Oblige to the Principal shall release the Principal or the Guarantor from their liability under this Guarantee, notice to the Guarantor of any such amendment, supplement, extension or forbearance being hereby waived; provided, however, that partial releases shall be permitted so long as such releases are in accordance with the procedures established by N.J.S.A. 40:55D-53. Guarantor acknowledges that this Guarantee shall remain in full force and effect for an initial term of one (1) year from the date hereof, and shall automatically renew thereafter for additional terms of one (1) year each, unless the Guarantee is released by the Oblige based on completion of the Improvements.

Guarantor further stipulates and agrees that its liability hereunder shall be absolute, regardless of any liability of the Principal hereunder, whether by reason of any irregular or unauthorized execution of or failure to execute, this Guarantee, or any absence of interest of the Principal in the subject matter hereof, or otherwise.

IN WITNESS WHEREOF, this Guarantee is entered into as of the day and year first above written.

Attest:

AMERICAN STORES REALTY CORP.,
a Pennsylvania corporation

Secretary

By _____
President

"Principal"

Attest:

AMERICAN STORES COMPANY, a Delaware corporation

Secretary

By _____
President

"Guarantor"

KEARNS, VASSALLO & KEARNS
ATTORNEYS  AT LAW

SUNSET PROFESSIONAL BUILDING • 215 SUNSET ROAD • WILLINGBORO, NJ 08046-1195

WILLIAM JOHN KEARNS, JR.
JOHN F. VASSALLO, JR.
ELLEN B. KEARNS

WILLIAM D. HILL - Of Counsel
GEORGE E. WILSON* - Of Counsel

*Admitted in NJ, NY, PA

609-877-6550
FAX 609-835-4646

PENNSYLVANIA OFFICE
528 Nottingham Drive
Yardley PA 19067
215-736-2879

April 27, 1993

Bonnie S. Milavec, Esquire
Saul, Ewing, Remick & Saul
3800 Centre Square West
Philadelphia PA 19102

Via TeleFAX
215-972-7725

RE: Township of Willingboro
American Stores Properties, Inc. Project
US Route 130 & Levitt Parkswy
Proposed Performance Guarantee by American Stores Company

Dear Ms. Milavec:

I have reviewed the materials that you have prepared and have researched the question as to whether a guarantee issued by American Stores Company ["ASC"] would be sufficient for the Township of Willingboro to accept in conjunction with the development approvals granted to American Stores Properties, Inc. ["ASPI"]

It is the purpose of this letter to address those issues which appear to be outstanding, and which would need to be addressed before the Township Council could be asked to accept the guarantee as proposed.

First of all, I offer the comment that **in this particular instance** it is probably true that the strongest guarantee for the construction of the required improvements is the fact that the Township would not issue a Certificate of Occupancy until the improvements were properly completed.

Even if the Township could proceed to issue permits on that basis [which I could not recommend to the Township Council], that would still require us to address the issues for the required two (2) year maintenance guarantee, since the Certificate of Occupancy would already have been issued at that point.

Bonnie S. Milavec, Esquire
RE: Township of Willingboro
American Stores Properties, Inc. Project
Proposed Performance Guarantee by American Stores Company
April 27, 1993
Page 3.

under the laws of this state to carry on the business specified in paragraph g of section 17:17-1 of this title. The execution by the company of the bond, undertaking, recognizance, guaranty or other obligation shall be, in all respects, a full and complete compliance with the requirements of every law, charter, ordinance, rule or regulation that the same be executed by one surety, or one or more sureties, or that the surety possess any other qualification, and all courts, judges, heads of departments, boards, bodies, municipalities and public officers of every character shall accept and treat the same as conforming to and fully complying with, the requirements of every such law, charter, ordinance, rule or regulation.

I must draw your attention to the Opinion of the Attorney General, March 9, 1954, No. 1, which appears to hold that only a company authorized under the laws of the state to carry on a business of issuing a guaranty under *N.J.S.A. 17:17-1 (g)* can validly execute a surety bond under *N.J.S.A. 17:31-1*.

While the structure of the guarantee as proposed to be given to the Township of Willingboro by ASC is certainly an interesting approach to the issue, and may well provide a greater level of "comfort" than would a bond issued by an insurance company, my concern arises over the legal authority for the Township to accept the guarantee as proposed.

It seems to me that the guarantee is a form of surety, since ASC is acting as the guarantor of the obligation of ASPI.

It would appear from a review of the statutory authority that there may be some requirement to address qualification and licensing requirements with the New Jersey Department of Insurance.

I acknowledge that I have not attempted to research this entire issue on an exhaustive basis, and it may well be that the transaction proposed here would not run counter to the statutory requirements relating to insurance and surety bonds. As I have noted, I think that the concept makes sense, in the circumstances of this situation, but I need to be certain that we can accomplish this without running up against legal restrictions.

Since, however, it is ASC that is proposing this transaction, the burden is on ASC to provide us with a basis for assurance that we can legally do what is proposed.

I do note that the *New Jersey Municipal Land Use Law*, which is applicable to the approvals given and which provides the basis for the work to be done, addresses the subject of performance and maintenance guarantees.

Bonnie S. Milavec, Esquire
RE: Township of Willingboro
American Stores Properties, Inc. Project
Proposed Performance Guarantee by American Stores Company
April 27, 1993
Page 2.

I have reviewed the Annual Report issued for the 1991 fiscal year by ASC which indicates that ASC is listed on the New York, Philadelphia, Midwest and Pacific Stock Exchanges. The 1991 fiscal year ended on the Saturday nearest to January 31, 1992.

The Annual Report further indicates that ASC is a holding company with several operating subsidiaries which act under the retail outlet names of "Lucky Stores, Inc.," "American Markets, Inc.," "Jewel Food Stores," "Star Markets," "Save-on," and "Osco Drug" with a combination of some 1,488 retail outlets in 30 states. Apparently the "CVS" drug stores are also part of the ASC family. Other subsidiaries include American Stores Properties, Inc. and Skaggs Telecommunications Service, Inc.

While it is noted that ASC maintains its corporate offices in Salt Lake City, Utah, the draft document which you prepared indicated that ASC is a Delaware Corporation. That information is of some importance in order to be able to confirm the legal authority of ASC to issue the guarantee in this matter.

For instance, if a corporation is formed in New Jersey, the provisions of N.J.S.A. 14A:3-1 (1)(g) would provide the legal basis for the issuance of the guarantee.

Accordingly, I ask that you provide me with the text of the statutory authorization or the specific language from the Certificate of Incorporation which authorizes ASC to issue the guarantee.

Please also advise as to whether ASC is authorized to do business in the State of New Jersey and, accordingly, the registered agent on whom Service of Process could be made, should such action become necessary.

That may be the easiest of the aspects of this matter to address.

I am particularly concerned with the provisions of Chapter 31 of Title 17 of the New Jersey Statutes which appears to govern the authority to issue a surety or guarantee bond.

For instance, N.J.S.A. 17:31-1 provides that

Any bond, undertaking, recognizance, guaranty or other obligation required or permitted to guarantee the performance of any act, duty or obligation, or the refraining from any act, required or permitted, by law, or the charter, ordinances, rules or regulations of any municipality, board, body, organization, court or public officer, to be made, given, tendered or filed with surety or sureties, may be executed by any company authorized

Bonnie S. Milavec, Esquire
RE: Township of Willingboro
American Stores Properties, Inc. Project
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The definitions, found in *N.J.S.A. 40:55D-5* and *6* defines each guarantee as "any security, which may be accepted by a municipality ... including, but not limited to surety bonds, letters of credit ... and cash."

Please see also *N.J.S.A. 40:55D-53* which addresses guarantees. Unfortunately, I do not find anything which specifically focuses on the type of proposal with which we are now dealing.

I read the *Municipal Land Use Law* to indicate that the municipality can accept a guarantee in any form of security which the governing body may determine to be sufficient and acceptable to the governing body. I have not found any language which would prohibit the municipality from accepting, for instance, a mortgage on real property as a form of security, or an agreement secured by certificates of deposit, government bonds or even publicly traded securities [provided that the margin were sufficiently high to allow for the fluctuation which occurs in stock values.

What is being proposed here, however, does not fall into any of the more easily identified categories, and certainly does not appear to fall within any of the specific categories mentioned in the statutes. As we have discussed, the format proposed is similar to the surety bond that would be issued by an insurance company, which brings into focus the legal question of authority as discussed above.

I am prepared to pursue this matter promptly and will present it to the Willingboro Township Council for their consideration as soon as the questions regarding legal authority can be resolved.

I shall look to hear from you with regard to your response to these questions.

Very truly yours,


WILLIAM JOHN KEARNS, JR.

WJK:mm

cc: Willingboro Township Council
Sadie L. Johnson, Township Manager

RESOLUTION NO. 67 - 1993

WHEREAS, the need exists for a Temporary Deputy Assessor for the Township of Willingboro to serve during the incapacity of the Tax Assessor and at the pleasure of the Township Council; 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 18th day of May, 1993, as follows:

1. The Mayor and Clerk are hereby authorized and directed to execute the attached agreement with CAROL A. KERR, a Certified Tax Assessor, to be appointed as Temporary Deputy Assessor for the Township of Willingboro, to be compensated at the rate of \$25 per hour.

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.

4. Copies shall be provided to CAROL A. KERR; WILLIAM J. KEARNS, JR.; JOANNE DIGGS; MARGARET HARPER; BURLINGTON COUNTY BOARD OF TAXATION.


PAUL L. STEPHENSON
MAYOR

ATTEST:


Rhoda Lichtenstadter, RMC
Deputy Township Clerk

PROFESSIONAL SERVICES AGREEMENT
between the
TOWNSHIP OF WILLINGBORO
and CAROL A. KERR, Certified Tax Assessor

WHEREAS, the Township of Willingboro requires the services of a Certified Tax Assessor to serve as Temporary Deputy Assessor; and

WHEREAS, CAROL A. KERR, is a Certified Tax Assessor and qualified to serve as Temporary Deputy Assessor;

NOW, THEREFORE, it is agreed by and between the Township of Willingboro and CAROL A. KERR as follows:

I. APPOINTMENT. CAROL A. KERR is hereby appointed and retained as Temporary Deputy Assessor.

II. TERM. This appointment shall commence on May 18, 1993 and shall continue during the incapacity of the Assessor or until the services have been determined to be no longer required by Township Council.

III. SERVICE. During the terms of this Agreement, the Temporary Deputy Assessor agrees to provide the following services:

a. Assist the Township Solicitor with representation of the Township with respect to all tax appeals before the Burlington County Board of Taxation and the New Jersey Tax Court.

b. Provide assistance with the implementation of the computer program and the computer revaluation program now in the process of being implemented for the Township of Willingboro.

c. Such other duties as may be determined to be appropriate in order to maintain the function of the office of the Tax Assessor.

IV. COMPENSATION.

1. During the term of this Agreement, the Temporary Deputy Assessor shall be compensated at the rate of \$25 per hour for services rendered.

V. EQUAL OPPORTUNITY.

1. In consideration of the execution of this Agreement, the Temporary Deputy Assessor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, marital status or national origin. The Temporary Deputy Assessor shall comply with the New Jersey Law Against Discrimination N.J.S.A. 10:5-1 et seq. and all other applicable Federal and New Jersey statutes of a similar nature.

2. The attention of the Temporary Deputy Assessor is particularly drawn to the affirmative action provisions of the New Jersey Law Against Discrimination as set forth in N.J.S.A. 10:5-31 and the applicable regulations thereunder. The Temporary Deputy Assessor shall execute such additional documents as may be required of a person, partnership, or corporation doing business in the public sector within the State of New Jersey and shall comply with the rules and regulations relating thereto.

VI. MANDATORY AFFIRMATIVE ACTION LANGUAGE REQUIRED IN ALL CONTRACTS WITH A PUBLIC AGENCY IN THE STATE OF NEW JERSEY. In accordance with the requirements of P.L. 1975, C. 127, and of N.J.A.C. 17:27, during the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated, during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause;

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative, of the contractor's commitments under this act and shall post copies of this notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C 17:27-5.2 promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies, in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions.

The contractor and its subcontractor shall furnish such reports or other documents to the Affirmative Action Office, in the New Jersey Department of the Treasury, as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code(N.J.A.C.17:27).

VII. NEW JERSEY LAW. This Agreement shall be governed by and in accordance with the laws of the State of New Jersey.

VIII. MODIFICATION. No modification of this Agreement shall be valid or binding unless the modification shall be in writing and executed by the Township of Willingboro and the Temporary Deputy Assessor.

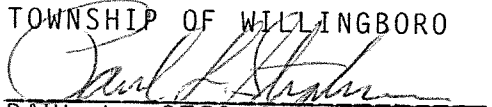
IX. NO WAIVER. No waiver of any term, provision or condition contained in this Agreement, or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

X. CAPTIONS. The captions or the paragraph headings contained in this Agreement are solely for purposes of convenience and shall not be deemed part of this Agreement for the purpose of construing the meaning thereof or for any other purpose.

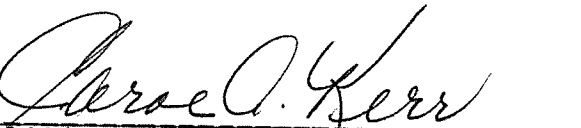
XI. ENTIRE AGREEMENT. This instrument contains the entire Agreement of the Parties hereto and may not be amended, modified, released or discharged, in whole or in part, except as specifically provided herein or in an instrument in writing executed by the parties hereto.

XII. AMENDMENTS. The parties hereto may, by mutual agreement, change the scope of services or the amount of compensation set forth in this Agreement.


TOWNSHIP OF WILLINGBORO



PAUL L. STEPHENSON
MAYOR



CAROL A. KERR, CTA



Rhoda Lichtenstadter, RMC
Deputy Township Clerk

DATE: 5/18/93

The State of

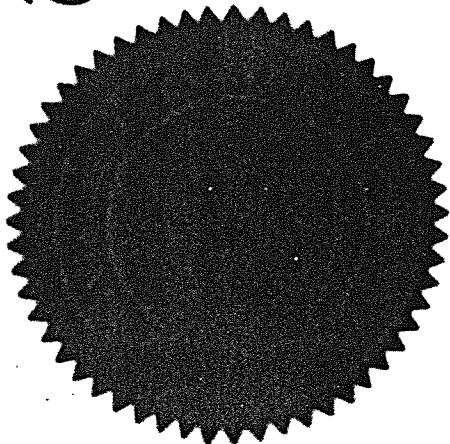


New Jersey

**Department of the Treasury
Division of Taxation**

*This certifies that
Carol A. Kerr
having duly demonstrated qualifications, fitness and ability
to perform the duties of tax assessor, in accordance with the
requirements of Chapter 14, Laws of 1967, is hereby granted a*

Tax Assessor Certificate



DATE OF ISSUE December 5, 1983

Carol A. Kerr

DIRECTOR DIVISION OF TAXATION