

Township of Mount Laurel  
Agenda  
Regular Council Meeting  
Monday, November 16, 2020  
Via Zoom

1. Call Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Announcement
5. APPROVAL OF MINUTES  
Moved by:   Seconded by:
6. APPROVAL OF BILL LIST  
Moved by:   Seconded by:

7. **RESOLUTIONS**

**20-R-165:** MOUNT LAUREL TOWNSHIP RESOLUTION AUTHORIZING RELEASE OF ON-SITE PERFORMANCE GUARANTEE FOR LIBERTY PROPERTY, LIMITED PARTNERSHIP, BLOCK 1201.03, LOTS 1, 2, 3, & 8 SP #6690A

**20-R-166:** MOUNT LAUREL TOWNSHIP RESOLUTION AUTHORIZING RELEASE OF OFF-SITE PERFORMANCE GUARANTEE FOR LIBERTY PROPERTY, LIMITED PARTNERSHIP, BLOCK 1201.03, LOTS 1, 2, 3, & 8 SP #6690A

**20-R-167:** MOUNT LAUREL TOWNSHIP RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE GUARANTEE FOR CAMBRIDGE CROSSING BUSINESS CENTER, BLOCK 300, LOT 1.01 SP #2215

**20-R-168:** MOUNT LAUREL TOWNSHIP RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE GUARANTEE FOR CAMBRIDGE CROSSING BUSINESS CENTER, BLOCK 512, LOT 3 SP #2200

**20-R-169:** MOUNT LAUREL TOWNSHIP RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE GUARANTEE FOR CAMBRIDGE CROSSING, BUILDING #3, BLOCK 300, LOT 1.02 SP #953

**20-R-170:** RESOLUTION AUTHORIZING THE REFUND OR CANCELLATION OF PROPERTY TAXES BLOCK 313.01 LOT 11

**20-R-171:** APPROVING NJDOT CHANGE ORDER #8 2017 ROAD PROGRAM CONTRACT 2017-3

**20-R-172:** RESOLUTION SUPPORTING SUBMISSION OF APPLICATION FOR NEW JERSEY DEPARTMENT OF TRANSPORTATION – TRANSPORTATION ALTERNATIVES PROGRAM

**20-R-173:** RESOLUTION AUTHORIZING 2020 BUDGET TRANSFER OF FUNDS

**20-R-174:** RESOLUTION AUTHORIZING THE CANCELLATION OF A GRANT

**20-R-175:** ANTICIPATION OF A SPECIAL ITEM OF REVENUE IN THE 2020 LOCAL MUNICIPAL BUDGET PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159)

**20-R-176:** MOUNT LAUREL TOWNSHIP RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE GUARANTEE FOR THIRD PHILADELPHIA CORP., PARCEL #2, BLOCK 1300.02, LOT 1 SPR #731

**20-R-177:** MAINTENANCE COMMITMENT FOR NEW JERSEY DEPARTMENT OF TRANSPORTATION – TRANSPORTATION ALTERNATIVES PROGRAM

**20-R-178:** MOUNT LAUREL TOWNSHIP RESOLUTION AUTHORIZING RELEASE OF OFF-SITE PERFORMANCE GUARANTEE FOR MOUNT LAUREL DEVELOPMENT, LLC (LIFETIME FITNESS), BLOCK 1310, LOT 1.01 SP #7633A

**20-R-179:** MOUNT LAUREL TOWNSHIP RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE GUARANTEE FOR AMERICAN HONDA MOTOR CO., INC., BLOCK 1201.05, LOT 4 PBP#1824

**20-R-180:** MOUNT LAUREL TOWNSHIP RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE GUARANTEE FOR ACE LANDSCAPING AND LAWN SERVICE D.B.A. EXPRESS TREE SERVICE, BLOCK 1005, LOT 2 PBP#1818

**20-R-181:** APPOINTMENT OF MEMBER TO LIBRARY BOARD OF TRUSTEES

#### **8. ORDINANCE FOR FIRST READING**

**ORDINANCE #13-2020:** AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF MOUNT LAUREL, CHAPTER 148 (“VEHICLES AND TRAFFIC”)

Publication Date: NOVEMBER 19, 2020

Public Hearing Date: DECEMBER 7, 2020

#### **9. PUBLIC PARTICIPATION**

#### **10. COMMENTS BY COUNCIL**

#### **11. ADJOURNMENT**



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-165

REGULAR MEETING

NOVEMBER 16, 2020

**MOUNT LAUREL TOWNSHIP  
RESOLUTION AUTHORIZING RELEASE OF ON-SITE PERFORMANCE  
GUARANTEE FOR LIBERTY PROPERTY, LIMITED PARTNERSHIP, BLOCK  
1201.03, LOTS 1, 2, 3, & 8 SP #6690A**

**WHEREAS**, the Township has received a request for the release of the performance guarantee that was previously posted in connection with the above-referenced project; and

**WHEREAS**, by report dated October 29, 2020 attached hereto and made a part hereof, the Township Engineer has advised that the required improvements for the project were installed and are in satisfactory condition and has recommended that the on-site performance guarantee in place for the project be released; and

**WHEREAS**, the Township Engineer has further advised that since the project involves a private site, a maintenance bond is not required; and

**WHEREAS**, the developer is required to pay all taxes, fees, and required escrow deposits, which may be due prior to the release of the performance guarantee.

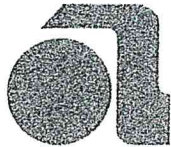
**NOW, THEREFORE, BE IT RESOLVED** on this 16<sup>th</sup> day of November, 2020, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey, that, as recommended by the Township Engineer, the on-site performance guarantee for Liberty Property, Limited Partnership, Block 1201.03, Lots 1, 2, 3, & 8 SP #6690A is hereby released.

This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
**Meredith Tomczyk, Municipal Clerk**

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
<b>Bobo</b>						
<b>Edelson</b>						
<b>Folcher</b>						
<b>Pritchett</b>						
<b>Steglik</b>						



## *Richard A. Alaimo Associates*

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-267-7452

October 29, 2020

Ms. Meredith Tomczyk, Township Manager/Clerk  
Mount Laurel Township  
100 North Mount Laurel Road  
Mount Laurel, NJ 08054

RE: SP #6690A  
Mount Laurel Township  
Liberty Property, Limited Partnership  
Liberty Walk @ East Gate  
Block 1201.03, Lots 1, 2, 3 and 8  
**Performance Guarantee**  
**Release Recommendation, On-Site**  
Our File No. M-0176-0690-00A

Dear Meredith:

At the request of the developer, we have evaluated the status of the required improvements associated with the on-site performance guarantee in place for the referenced project. We found that all the required improvements installed by the developer are in satisfactory condition.

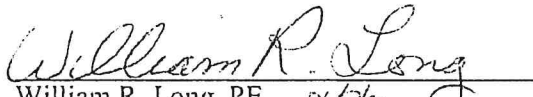
Based on the above, we recommend that the on-site performance guarantee in place for this project be released. A copy of the performance guarantee is enclosed for your information. The developer shall pay all taxes, fees and required escrow deposits which may be due and owing prior to release of the Performance Guarantee. Since this is a private site, a maintenance bond is not required.

Please advise Council to pass a resolution authorizing the same for the next meeting.

Should you have any questions or require additional information, please contact our office.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES

  
William R. Long, PE *WRL*  
Senior Associate

WRL/kem  
Enclosure

c: Carol Modugno, Deputy Clerk, Mount Laurel Township  
Trish Hochreiter, Secretary, Mount Laurel Township Planning Board  
Liberty Property Limited Partnership  
Alaimo Field Services Department

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**- Consulting Engineers -**

Civil • Structural • Mechanical • Electrical • Environmental • Planners



<b>THE ALAIMO GROUP</b> <b>200 High Street</b> <b>Mount Holly, NJ 08060</b>	<b>IMPROVEMENT BOND ESTIMATE</b>
<b>MUNICIPALITY</b> Mount Laurel Township 100 N. Mount Laurel Road, Mount Laurel, NJ 08054	<b>PROJECT INFO:</b> (On Site) Name: Liberty Walk @ East Gate Proj. No.: M-176-690A
<b>APPLICANT</b> Liberty Property Limited Partnership 901 Route 73 North, Suite 100 Marlton, NJ 08053	Date: 7/6/06 Estimated by: BEE Checked by: WRL <b>Recommended Bond Amount: \$2,175,226.62</b>

(1) ITEM NO	(2) DESCRIPTION	(3) QTY	(4) UNIT PRICE	(5) COST OF INSTALLATION
1	SOIL EROSION & SEDIMENT CONTROL DEVICES			
a	Silt Fence	2,895 LF	\$3.00	\$8,685.00
b	Inlet Protection	31 UN	\$89.00	\$2,759.00
c	Construction Entrance / 12" Thick w/ FF	1 LS	\$1,780.00	\$1,780.00
d	Grading, Stabilization, Drainage (non-municipal property)	5 AC	\$2,375.00	\$11,875.00
e	Erosion Control Blanket	4,080 SF	\$1.19	\$4,855.20
2	PAVING / LIGHT DUTY			
a	1 1/2" Thick HMA	19,460 SY	\$5.00	\$97,300.00
b	3" Thick Bit. Stab. Base	14,830 SY	\$9.00	\$133,470.00
c	6" Thick DGA	14,830 SY	\$7.50	\$111,225.00
3	PAVING / HEAVY DUTY			
a	2" Thick HMA	6,050 SY	\$6.50	\$39,325.00
b	5" Thick Bit. Stab. Base	6,050 SY	\$15.00	\$90,750.00
c	6" Thick DGA	6,050 SY	\$7.50	\$45,375.00
4	1 1/2" THICK MILLING	4,630 SY	\$2.10	\$9,723.00
5	PEDESTRIAN PATH			
a	2 1/2" Thick HMA	760 SY	\$7.00	\$5,320.00
b	2" Thick Filter Course of Clean ASSHTO #57	760 SY	\$4.35	\$3,306.00
c	4" Thick Reservoir Course of Clean ASSHTO #3	760 SY	\$5.65	\$4,294.00
d	Geotextile Fabric	760 SY	\$3.00	\$2,280.00
6	SUBBASE REPAIR			
a	1 1/2" Thick HMA	55 SY	\$5.00	\$275.00
b	3" Thick Bit. Stab. Base	55 SY	\$9.00	\$495.00
c	6" Thick DGA	55 SY	\$7.50	\$412.50
7	DECORATIVE PAVING	4,350 SF	\$20.00	\$87,000.00
8	CONCRETE			
a	6' x 8' x 18' Concrete Curb	7,830 LF	\$18.50	\$144,855.00
b	4" Thick Concrete Sidewalk	17,360 SF	\$5.70	\$98,952.00
c	6" Thick Reinforced Concrete Sidewalk	150 SF	\$7.20	\$1,080.00
d	Concrete Pad	185 SF	\$6.40	\$1,184.00
e	Reset Concrete Bumper Blocks	45 UN	\$32.65	\$1,469.25
f	Handicap Ramps	32 UN	\$1,975.00	\$63,200.00
g	Concrete Bollards	4 UN	\$89.00	\$356.00
9	STORM SYSTEM			
a	8" CPP	135 LF	\$22.00	\$2,970.00
b	12" CPP	105 LF	\$30.90	\$3,244.50
c	15" RCP	410 LF	\$35.70	\$14,637.00
d	15" RCP (LLIV)	125 LF	\$36.70	\$4,587.50
e	18" RCP	210 LF	\$44.00	\$9,240.00
f	21" RCP	465 LF	\$55.85	\$25,970.25
g	24" RCP	65 LF	\$64.15	\$4,169.75
10	STORM INLETS & MANHOLES			
a	Type "B" Inlet (0' - 6')	9 UN	\$3,075.00	\$27,675.00

<b>THE ALAIMO GROUP</b> <b>200 High Street</b> <b>Mount Holly, NJ 08060</b>		<b>IMPROVEMENT BOND ESTIMATE</b>	
<b>MUNICIPALITY</b> Mount Laurel Township 100 N. Mount Laurel Road, Mount Laurel, NJ 08054		<b>PROJECT INFO:</b> (On Site) Name: Liberty Walk @ East Gate Proj. No.: M-176-690A	
<b>APPLICANT</b> Liberty Property Limited Partnership 901 Route 73 North, Suite 100 Marlton, NJ 08053		Date: 7/6/06 Estimated by: BEE Checked by: WRL <b>Recommended Bond Amount: \$2,175,226.62</b>	

(1) ITEM NO	(2) DESCRIPTION	(3) QTY	(4) UNIT PRICE	(5) COST OF INSTALLATION
b	Type "B" Inlet w/ Oil Absorbent (0' - 6')	2 UN	\$3,325.00	\$6,650.00
c	Type "B" Inlet (6' - 8')	1 UN	\$3,800.00	\$3,800.00
d	Type "E" Inlet (0' - 6')	5 UN	\$3,000.00	\$15,000.00
e	Type "E" Inlet (6' - 8')	1 UN	\$3,860.00	\$3,860.00
f	5' D. Storm Manhole (0' - 6')	1 UN	\$2,969.00	\$2,969.00
g	5' D. Storm Manhole (8' - 10')	1 UN	\$4,810.00	\$4,810.00
11	MISCELLANEOUS STORM SEWER			
a	Hdwl. / 21" RCP	1 UN	\$1,568.00	\$1,568.00
b	Hdwl. / 24" RCP	1 UN	\$1,841.00	\$1,841.00
c	Outlet Structure	2 UN	\$5,938.00	\$11,876.00
d	Add Oil Absorbent & Replace "A" Inlet	5 UN	\$750.00	\$3,750.00
e	Replace "A" Inlet	1 UN	\$500.00	\$500.00
f	Add Oil Absorbent & Replace "B" Inlet	2 UN	\$250.00	\$500.00
g	Convert "B" to "E" Inlet	1 UN	\$500.00	\$500.00
h	Convert "B" to Manhole	1 UN	\$500.00	\$500.00
i	Convert "E" to Manhole	3 UN	\$500.00	\$1,500.00
j	Replace "E" Inlet	1 UN	\$500.00	\$500.00
k	Subbase Outlet Drain	15 UN	\$356.00	\$5,340.00
l	Cleanout (Grass)	4 UN	\$273.00	\$1,092.00
m	New Inlet Head (Type "N-Eco")	14 UN	\$485.00	\$6,790.00
n	12" Thick Preformed Scourhole	25 SY	\$65.30	\$1,632.50
o	12" Thick Forbay Spillway	75 SY	\$65.30	\$4,897.50
p	Emergency Spillway	900 SF	\$43.35	\$39,015.00
q	Basin Excavation	3,540 CY	\$9.50	\$33,630.00
r	Aerators	2 UN	\$4,000.00	\$8,000.00
12	STRIPING AND SIGNAGE			
a	Parking Lot Striping	15,630 LF	\$0.53	\$8,283.90
b	Crosswalk Striping	220 LF	\$0.53	\$116.60
c	Stop Bar, 24" Wide	25 UN	\$3.60	\$90.00
d	Traffic Control Signs	45 UN	\$190.00	\$8,550.00
e	Parking Signs	9 UN	\$148.00	\$1,332.00
f	HC Parking, Painting and Signage	16 UN	\$297.00	\$4,752.00
13	LIGHTING			
a	S. 250 Watt/MH 25' Ht. P.M.	42 UN	\$2,888.00	\$121,296.00
b	Dbl. 250 Watt/MH 25' Ht. P.M.	19 UN	\$3,838.00	\$72,922.00
c	Bollard, 100 Watt/ MH	48 UN	\$890.00	\$42,720.00
14	LANDSCAPE			
a	Deciduous	206 UN	\$400.00	\$82,400.00
b	Coniferous	162 UN	\$325.00	\$52,650.00
c	Shrubs	1,746 UN	\$60.00	\$104,760.00
d	Topsoil/Fertilizer/Seed	55,000 SF	\$0.59	\$32,450.00
15	ACCESS ROAD			
a	4" Thick Topsoil	840 SF	\$0.36	\$302.40

<b>THE ALAIMO GROUP</b> <b>200 High Street</b> <b>Mount Holly, NJ 08060</b>	<b>IMPROVEMENT BOND ESTIMATE</b>
<b>MUNICIPALITY</b> Mount Laurel Township 100 N. Mount Laurel Road, Mount Laurel, NJ 08054	<b>PROJECT INFO:</b> (On Site) Name: Liberty Walk @ East Gate Proj. No.: M-176-690A
<b>APPLICANT</b> Liberty Property Limited Partnership 901 Route 73 North, Suite 100 Marlton, NJ 08053	Date: 7/6/06 Estimated by: BEE Checked by: WRL <b>Recommended Bond Amount: \$2,175,226.62</b>

(1) ITEM NO	(2) DESCRIPTION	(3) QTY	(4) UNIT PRICE	(5) COST OF INSTALLATION
b	Geoblock	95 SY	\$11.90	\$1,130.50
c	6" Thick DGA	95 SY	\$7.50	\$712.50
16	MISCELLANEOUS STRUCTURES			
a	4" High Aluminum Fence	270 LF	\$25.00	\$6,750.00
b	Block Retaining Wall	1,215 SF	\$20.00	\$24,300.00
c	Trash Enclosure	1 LS	\$2,140.00	\$2,140.00
17	RECREATIONAL FACILITIES			
a	Bike Rack	3 UN	\$300.00	\$900.00
b	Bench	1 UN	\$550.00	\$550.00
c	Footbridge	1 LS	\$5,000.00	\$5,000.00
18	ROCKS	235 SY	\$24.00	\$5,640.00
19	TEST PITS	5 UN	\$400.00	\$2,000.00
Cost of Installation				\$1,806,363.85
Cost of Improvements (Cost of Installation x 120%)				\$2,167,636.62
As-Builts				\$7,590.00
Total Bond Amount (Cost of Improvements + As-Builts)				\$2,175,226.62
Inspection Escrow				\$90,318.19

## NOTES:

- 1 Minimum allowable bond amount after reductions is 30% of original amount (per NJSA 40:55D-53e).
- 2 Applicant must contact our Chief of Field Services Department in writing 48 hours prior to start of construction and by telephone (609/267-8310) 24 hours prior to each restart of construction in order that we may schedule a field services representative for the project.
- 3 The above estimates are given for the purpose of allowing orderly periodic reduction of bond amounts as work progresses. The making of such estimates or the bond reduction based thereon shall not be taken or construed as an approval or acceptance of any work so estimated, even if any individual line item(s) shows 100% completion. Final acceptance does not occur until the release of the maintenance bond.



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-166

REGULAR MEETING

NOVEMBER 16, 2020

**MOUNT LAUREL TOWNSHIP  
RESOLUTION AUTHORIZING RELEASE OF OFF-SITE PERFORMANCE  
GUARANTEE FOR LIBERTY PROPERTY, LIMITED PARTNERSHIP, BLOCK  
1201.03, LOTS 1, 2, 3, & 8 SP #6690A**

**WHEREAS**, the Township has received a request for the release of the performance guarantee that was previously posted in connection with the above-referenced project; and

**WHEREAS**, by report dated October 29, 2020 attached hereto and made a part hereof, the Township Engineer has advised that the required improvements for the project were installed and are in satisfactory condition and has recommended that the off-site performance guarantee in place for the project be released; and

**WHEREAS**, the Township Engineer has further advised that since the project involves a private site, a maintenance bond is not required; and

**WHEREAS**, the developer is required to pay all taxes, fees, and required escrow deposits, which may be due prior to the release of the performance guarantee.

**NOW, THEREFORE, BE IT RESOLVED** on this 16<sup>th</sup> day of November, 2020, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey, that, as recommended by the Township Engineer, the off-site performance guarantee for Liberty Property, Limited Partnership, Block 1201.03, Lots 1, 2, 3, & 8 SP #6690A is hereby released.

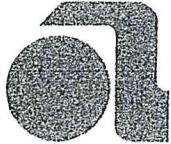
This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
**Meredith Tomczyk, Municipal Clerk**

	<b>MOTION</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSTAINED</b>	<b>ABSENT</b>	<b>TRANSMITTED</b>
<b>Bobo</b>						
<b>Edelson</b>						
<b>Folcher</b>						
<b>Pritchett</b>						
<b>Steglik</b>						





## *Richard A. Alaimo Associates*

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-267-7452

October 29, 2020

Ms. Meredith Tomczyk, Township Manager/Clerk  
Mount Laurel Township  
100 North Mount Laurel Road  
Mount Laurel, NJ 08054

RE: SP #6690A  
Mount Laurel Township  
Liberty Property, Limited Partnership  
Liberty Walk @ East Gate  
Block 1201.03, Lots 1, 2, 3 and 8  
**Performance Guarantee**  
**Release Recommendation, Off-Site**  
Our File No. M-0176-0690-00A

Dear Meredith:

At the request of the developer, we have evaluated the status of the required improvements associated with the off-site performance guarantee in place for the referenced project. We found that all the required improvements installed by the developer are in satisfactory condition.

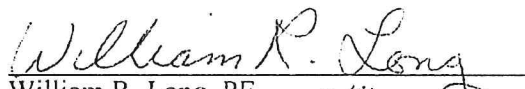
Based on the above, we recommend that the off-site performance guarantee in place for this project be released. A copy of the performance guarantee is enclosed for your information. The developer shall pay all taxes, fees and required escrow deposits which may be due and owing prior to release of the Performance Guarantee. Since this is a private site, a maintenance bond is not required.

Please advise Council to pass a resolution authorizing the same for the next meeting.

Should you have any questions or require additional information, please contact our office.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES

  
William R. Long, PE  
Senior Associate

WRL/kem  
Enclosure

c: Carol Modugno, Deputy Clerk, Mount Laurel Township  
Trish Hochreiter, Secretary, Mount Laurel Township Planning Board  
Liberty Property Limited Partnership  
Alaimo Field Services Department

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- Consulting Engineers -

Civil • Structural • Mechanical • Electrical • Environmental • Planners



**NOTES:**

- 1 Minimum allowable bond amount after reductions is 30% of original amount (per NJSA 40:55D-53c).
- 2 Applicant must contact our Chief of Field Services Department in writing 48 hours prior to start of construction and by telephone (609/267-8310) 24 hours prior to each restart of construction in order that we may schedule a field services representative for the project.
- 3 The above estimates are given for the purpose of allowing orderly periodic reduction of bond amounts as work progresses. The making of such estimates or the bond reduction based thereon shall not be taken or construed as an approval or acceptance of any work so estimated, even if any individual line item(s) shows 100% completion. Final acceptance does not occur until the release of the maintenance bond.



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-167

REGULAR MEETING

NOVEMBER 16, 2020

**MOUNT LAUREL TOWNSHIP  
RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE GUARANTEE FOR  
CAMBRIDGE CROSSING BUSINESS CENTER, BLOCK 300, LOT 1.01 SP #2215**

**WHEREAS**, the Township has received a request for the release of the performance guarantee that was previously posted in connection with the above-referenced project; and

**WHEREAS**, by report dated October 30, 2020 attached hereto and made a part hereof, the Township Engineer has advised that the required improvements for the project were installed and are in satisfactory condition and has recommended that the performance guarantee in place for the project be released; and

**WHEREAS**, the Township Engineer has further advised that since the project involves a private site, a maintenance bond is not required; and

**WHEREAS**, the developer is required to pay all taxes, fees, and required escrow deposits which may be due and owing prior to the release of the performance guarantee.

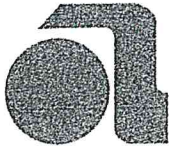
**NOW, THEREFORE, BE IT RESOLVED** on this 16<sup>th</sup> day of November, 2020, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey, that, as recommended by the Township Engineer, the performance guarantee for Cambridge Crossing Business Center, Block 300, Lot 1.01 SP #2215 is hereby released.

This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
<b>Bobo</b>						
<b>Edelson</b>						
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<b>Pritchett</b>						
<b>Steglik</b>						



## ***Richard A. Alaimo Associates***

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-267-7452

October 30, 2020

Ms. Meredith Tomczyk,  
Township Manager/Township Clerk  
Mount Laurel Township  
100 North Mount Laurel Road  
Mount Laurel, NJ 08054

RE: SP #2215  
Mount Laurel Township Planning Board  
Cambridge Crossing Business Center  
1020 Briggs Road  
**Performance Guarantees Release  
Recommendation**  
Our File No. M-0172-0215-00B

Dear Meredith:

At the request of the developer, we have evaluated the status of the required improvements associated with the performance guarantee in place for the referenced project. We found that all the required improvements installed by the developer are in satisfactory condition.

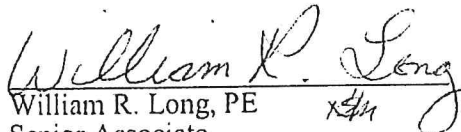
Based on the above, we recommend that the performance guarantee in place for this project be released. A copy of the agreement is enclosed for your information. The developer shall pay all taxes, fees and required escrow deposits which may be due and owing prior to release of the Performance Guarantee. Since this is a private site, a maintenance bond is not required.

Please advise Council to pass a resolution authorizing the same for the next meeting.

Should you have any questions or require additional information, please contact our office.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES

  
William R. Long, PE  
Senior Associate

WRL/kem  
Enclosure

cc: Carol Modugno, Deputy Clerk, Mount Laurel Township  
Trish Hochreiter, Secretary, Mount Laurel Township Planning Board  
Liberty Property, LP  
Alaimo Field Services Department

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**- Consulting Engineers -**

Civil • Structural • Mechanical • Electrical • Environmental • Planners

AGREEMENT

Developer: S-R Real Estate Associates  
a Pennsylvania General Partnership

Co-obligor: United Jersey Bank  
Municipality: Township of Mt. Laurel

This Agreement made this 27th day of October, 1989, by  
and among

S-R Real Estate Associates  
A Pennsylvania General Partnership  
(hereinafter "the Developer")

and

United Jersey Bank  
A New Jersey Banking Corporation  
210 Main Street  
Hackensack, New Jersey 08540  
(herinafter "Co-obligor")

and

The Township of Mt. Laurel  
100 North Mount Laurel Road  
Mt. Laurel, New Jersey 08054  
(hereinafter "the Municipality")

WHEREAS, the Developer has obtained site plan approval  
from the Mt. Laurel Township Planning Board for the  
construction of an office/industrial building within the  
township of Mt. Laurel. The plan approval identification  
number is M-172-215 and the premises are designated as  
Cambridge Crossing Business Center, 1020 Briggs Road, Mt.  
Laurel, New Jersey 08054, and

WHEREAS, the Co-obligor has agreed to provide  
construction financing to the Developer for the completion of  
the improvements described in the site plans, and

WHEREAS, one condition of the site plan approval granted by the Planning Board requires the Developer provide a performance bond to the Municipality for certain land improvements (on site) which improvements are described in a schedule prepared by Richard A. Alaimo, Mt. Holly, New Jersey, annexed hereto and made a part hereof as Exhibit A; and

WHEREAS, in lieu of the formal bond required by the Planning Board, the Developer and Co-obligor have requested that the Municipality accept a Guaranty Agreement from the Co-obligor for the satisfactory completion of the said work improvements, and

WHEREAS, the Municipality has agreed to accept such Guaranty Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties hereto agree as follows:

1. The Co-obligor agrees to and hereby does guaranty to the Municipality the payment of \$308,776.80 pursuant to the improvement schedule attached hereto, or so much of said sum as may be required from time to time by the Municipality to install and complete the required improvements. The guaranty given herein is pursuant to the condition of site plan approval given to the Developer wherein the Developer is to provide a performance guaranty to the Municipality. The guaranty set forth herein is given to the Municipality in order to assure the Municipality that all on-site and/or



off-site work to be done will be accomplished according to proper engineering standards. The guaranty given herein is also being given in order to induce the Municipality to allow the developer to substitute this Guaranty Agreement for a performance bond.

2. The condition of the Co-obligor's obligations hereunder is such that if the Developer does not install and complete the on-site improvements in the time and manner required by the Municipal Engineer, the Municipality shall deliver to the developer and the Co-obligor written notice of claim by certified mail, return receipt requested, which notice shall set forth the specific improvements which remain to be completed and the amount necessary to complete same. Not later than 14 days following its receipt of the Notice of Claim, the Co-obligor shall forward to the Manager, Solicitor and Engineer of the Municipality written notice of its election to proceed with completion or pay for the improvements not completed.

In the event that the Co-obligor elects to complete the improvements, the Notice shall also contain a description of the time and manner which the remaining improvements are to be installed. If, the Co-obligor elects not to proceed to complete the improvements, the Co-obligor shall immediately pay to the Municipality such sum as may be necessary to enable the Municipality to complete the installation of such improvements. In no event, however, shall the Co-obligor's obligation under this Agreement ever exceed the sum of

\$308,776.80 or such balance of the obligation remaining as defined in Section 5 herein.

3. The Developer, by execution of this Agreement releases and discharges the Co-obligor of any liability to the Developer for any payment the Co-obligor may make the Municipality hereunder.

4. The Developer shall indemnify and hold the Co-obligor harmless from all damages, costs, and expenses including counsel fees, incurred by the Co-obligor in connection with this Agreement, except such as are the result of the Co-obligor's own breach of this Agreement.

5. As the site plan improvements are completed by the Developer, the Co-obligor may apply to the Municipality for a reduction of the amount of its performance obligation hereunder subject to the Municipal Engineer's approval of the improvements completed; such requests shall be forwarded to the Municipal Manager, Solicitor and Engineer, by certified mail, return receipt requested.

The Municipality shall consider such requests in accordance with the requirements of the Municipal Land Use Law and the Municipal Engineer upon reasonable notice of request for inspection shall make the appropriate inspection for the purpose of determining whether said improvements have been completed. In the event that the Municipal Engineer determines that said improvements are not completed to its satisfaction, it shall so notify the Developer and the Co-obligor in writing of its findings and the reasons therefore.

6. All liability of the Co-obligor hereunder shall terminate 24 months from the date hereof, provided that the Co-obligor shall have sent written notice of termination, by certified mail, return receipt requested to the Manager, Solicitor, and Engineer of the Municipality, at least 45 days but not more than 90 days prior to the end of such 24 month term. On receipt hereof, the Municipality's written reply shall constitute sufficient notice of claim and demand against the Co-obligor to complete or to pay for such improvements as may remain to be completed and the obligation of the Co-obligor will remain in full force and effect to the extent of such improvements not completed.

7. In the event that the Co-obligor obtains title to all or part of the lands in question, the Co-obligor shall have the continuing obligation to complete the improvements or pay for the improvements not theretofore completed by the Developer. The Co-obligor shall serve written notice by certified mail, return receipt requested, to the Manager, Solicitor and Engineer of the Municipality no later than 90 days from the date the Co-obligor has acquired title, which notice shall state whether Co-obligor has elected to immediately complete such improvements as remain to be completed or to pay for such improvements. The obligations of the Co-obligor herein shall remain in full force and effect to the extent of such improvements not completed.

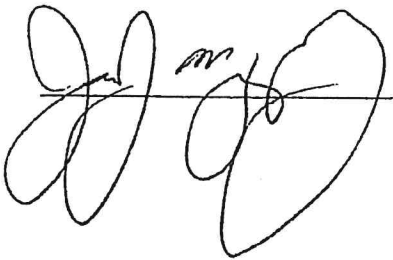
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective

successors and assigns. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

The Co-obligor agrees to accept service in lieu of the necessity of formal process in the event of a default hereunder.

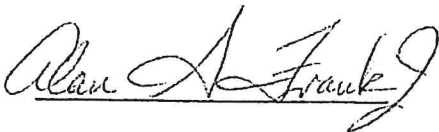
9. All notices required under this Agreement shall be sent by certified mail, return receipt requested to the addresses shown at the heading of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.



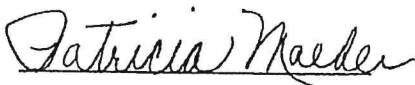
S-R REAL ESTATE ASSOCIATES  
A PENNSYLVANIA GENERAL PARTNERSHIP  
By: Rousey's Associates - Mount Laurel Limited Partnership,  
Managing Partner  
By: Rousey's Associates, Inc., General Partner  
By: J. Robert Clements  
Vice President

UNITED JERSEY BANK



By: Coleman Donaldson, Jr.  
Vice President

TOWNSHIP OF MOUNT LAUREL



By: Patricia Maeder



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-168

REGULAR MEETING

NOVEMBER 16, 2020

**MOUNT LAUREL TOWNSHIP  
RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE GUARANTEE FOR  
CAMBRIDGE CROSSING BUSINESS CENTER, BLOCK 512, LOT 3 SP #2200**

**WHEREAS**, the Township has received a request for the release of the performance guarantee that was previously posted in connection with the above-referenced project; and

**WHEREAS**, by report dated November 2, 2020 attached hereto and made a part hereof, the Township Engineer has advised that the required improvements for the project were installed and are in satisfactory condition and has recommended that the performance guarantee in place for the project be released; and

**WHEREAS**, the Township Engineer has further advised that since the project involves a private site, a maintenance bond is not required; and

**WHEREAS**, the developer is required to pay all taxes, fees, and required escrow deposits which may be due and owing prior to the release of the performance guarantee.

**NOW, THEREFORE, BE IT RESOLVED** on this 16<sup>th</sup> day of November, 2020, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey, that, as recommended by the Township Engineer, the performance guarantee for Cambridge Crossing Business Center, Block 512, Lot 3 SP #2200 is hereby released.

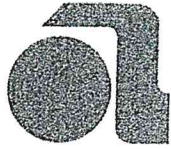
This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Bobo						
Edelson						
Folcher						
Pritchett						
Steglik						





## *Richard A. Alaimo Associates*

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-267-7452

November 2, 2020

Ms. Meredith Tomczyk,  
Township Manager/Township Clerk  
Mount Laurel Township  
100 North Mount Laurel Road  
Mount Laurel, NJ 08054

RE: SP #2200

Mount Laurel Township Planning Board  
1015 Briggs Road  
Block 512, Lot 3

**Performance Guarantees Release  
Recommendation**

Our File No. M-0172-0200-00A

Dear Meredith:

At the request of the developer, we have evaluated the status of the required improvements associated with the performance guarantee in place for the referenced project. We found that all the required improvements installed by the developer are in satisfactory condition.

Based on the above, we recommend that the performance guarantee in place for this project be released. A copy of the agreement is enclosed for your information. The developer shall pay all taxes, fees and required escrow deposits which may be due and owing prior to release of the Performance Guarantee. Since this is a private site, a maintenance bond is not required.

Please advise Council to pass a resolution authorizing the same for the next meeting.

**- Consulting Engineers -**

Civil • Structural • Mechanical • Electrical • Environmental • Planners

Ms. Meredith Tomczyk

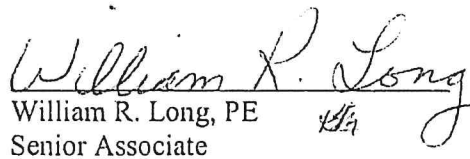
- 2 -

November 2, 2020

Should you have any questions or require additional information, please contact our office.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES

  
William R. Long, PE  
Senior Associate

WRL/kem  
Enclosure

cc: Carol Modugno, Deputy Clerk, Mount Laurel Township  
Trish Hochreiter, Secretary, Mount Laurel Township Planning Board  
Liberty Property Trust  
Alaimo Field Services Department

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*Richard A. Alaimo Associates*  
*- Consulting Engineers -*

AGREEMENT

Developer: S-R Real Estate Associates  
a Pennsylvania General Partnership

Co-obligor: United Jersey Bank  
Municipality: Township of Mt. Laurel

This Agreement made this 27th day of October, 1989, by  
and among

S-R Real Estate Associates  
A Pennsylvania General Partnership  
(hereinafter "the Developer")

and

United Jersey Bank  
A New Jersey Banking Corporation  
210 Main Street  
Hackensack, New Jersey 08540  
(herinafter "Co-obligor")

and

The Township of Mt. Laurel  
100 North Mount Laurel Road  
Mt. Laurel, New Jersey 08054  
(hereinafter "the Municipality")

WHEREAS, the Developer has obtained site plan approval  
from the Mt. Laurel Township Planning Board for the  
construction of an office/industrial building within the  
township of Mt. Laurel. The plan approval identification  
number is M-172-200 and the premises are designated as  
Cambridge Crossing Business Center, 1015 Briggs Road, Mt.  
Laurel, New Jersey 08054, and

WHEREAS, the Co-obligor has agreed to provide  
construction financing to the Developer for the completion of  
the improvements described in the site plans, and

1

WHEREAS, one condition of the site plan approval granted by the Planning Board requires the Developer provide a performance bond to the Municipality for certain land improvements (on site) which improvements are described in a schedule prepared by Richard A. Alaimo, Mt. Holly, New Jersey, annexed hereto and made a part hereof as Exhibit A; and

WHEREAS, in lieu of the formal bond required by the Planning Board, the Developer and Co-obligor have requested that the Municipality accept a Guaranty Agreement from the Co-obligor for the satisfactory completion of the said work improvements, and

WHEREAS, the Municipality has agreed to accept such Guaranty Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties hereto agree as follows:

1. The Co-obligor agrees to and hereby does guaranty to the Municipality the payment of \$352,863.60 pursuant to the improvement schedule attached hereto, or so much of said sum as may be required from time to time by the Municipality to install and complete the required improvements. The guaranty given herein is pursuant to the condition of site plan approval given to the Developer wherein the Developer is to provide a performance guaranty to the Municipality. The guaranty set forth herein is given to the Municipality in order to assure the Municipality that all on-site and/or

off-site work to be done will be accomplished according to proper engineering standards. The guaranty given herein is also being given in order to induce the Municipality to allow the developer to substitute this Guaranty Agreement for a performance bond.

2. The condition of the Co-obligor's obligations hereunder is such that if the Developer does not install and complete the on-site improvements in the time and manner required by the Municipal Engineer, the Municipality shall deliver to the developer and the Co-obligor written notice of claim by certified mail, return receipt requested, which notice shall set forth the specific improvements which remain to be completed and the amount necessary to complete same. Not later than 14 days following its receipt of the Notice of Claim, the Co-obligor shall forward to the Manager, Solicitor and Engineer of the Municipality written notice of its election to proceed with completion or pay for the improvements not completed.

In the event that the Co-obligor elects to complete the improvements, the Notice shall also contain a description of the time and manner which the remaining improvements are to be installed. If, the Co-obligor elects not to proceed to complete the improvements, the Co-obligor shall immediately pay to the Municipality such sum as may be necessary to enable the Municipality to complete the installation of such improvements. In no event, however, shall the Co-obligor's obligation under this Agreement ever exceed the sum of



\$352,863.60 or such balance of the obligation remaining as defined in Section 5 herein.

3. The Developer, by execution of this Agreement releases and discharges the Co-obligor of any liability to the Developer for any payment the Co-obligor may make the Municipality hereunder.

4. The Developer shall indemnify and hold the Co-obligor harmless from all damages, costs, and expenses including counsel fees, incurred by the Co-obligor in connection with this Agreement, except such as are the result of the Co-obligor's own breach of this Agreement.

5. As the site plan improvements are completed by the Developer, the Co-obligor may apply to the Municipality for a reduction of the amount of its performance obligation hereunder subject to the Municipal Engineer's approval of the improvements completed; such requests shall be forwarded to the Municipal Manager, Solicitor and Engineer, by certified mail, return receipt requested.

The Municipality shall consider such requests in accordance with the requirements of the Municipal Land Use Law and the Municipal Engineer upon reasonable notice of request for inspection shall make the appropriate inspection for the purpose of determining whether said improvements have been completed. In the event that the Municipal Engineer determines that said improvements are not completed to its satisfaction, it shall so notify the Developer and the Co-obligor in writing of its findings and the reasons therefore.

6. All liability of the Co-obligor hereunder shall terminate 24 months from the date hereof, provided that the Co-obligor shall have sent written notice of termination, by certified mail, return receipt requested to the Manager, Solicitor, and Engineer of the Municipality, at least 45 days but not more than 90 days prior to the end of such 24 month term. On receipt hereof, the Municipality's written reply shall constitute sufficient notice of claim and demand against the Co-obligor to complete or to pay for such improvements as may remain to be completed and the obligation of the Co-obligor will remain in full force and effect to the extent of such improvements not completed.

7. In the event that the Co-obligor obtains title to all or part of the lands in question, the Co-obligor shall have the continuing obligation to complete the improvements or pay for the improvements not theretofore completed by the Developer. The Co-obligor shall serve written notice by certified mail, return receipt requested, to the Manager, Solicitor and Engineer of the Municipality no later than 90 days from the date the Co-obligor has acquired title, which notice shall state whether Co-obligor has elected to immediately complete such improvements as remain to be completed or to pay for such improvements. The obligations of the Co-obligor herein shall remain in full force and effect to the extent of such improvements not completed.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective

successors and assigns. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

The Co-obligor agrees to accept service in lieu of the necessity of formal process in the event of a default hereunder.

9. All notices required under this Agreement shall be sent by certified mail, return receipt requested to the addresses shown at the heading of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

S-R REAL ESTATE ASSOCIATES  
A PENNSYLVANIA GENERAL PARTNERSHIP  
By: Rouse & Associates - Mount Laurel Limited Partnership,  
Managing Partner  
By: Rouse & Associates, Inc., General Partner  
By: [Signature]  
J. Robert Clements  
Vice President

[Signature]

UNITED JERSEY BANK

[Signature]

By: [Signature]  
Coleman Donaldson, Jr.  
Vice President

TOWNSHIP OF MOUNT LAUREL

[Signature]

By: [Signature]  
Patricia Maeder



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-169

REGULAR MEETING

NOVEMBER 16, 2020

**MOUNT LAUREL TOWNSHIP  
RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE GUARANTEE FOR  
CAMBRIDGE CROSSING, BUILDING #3, BLOCK 300, LOT 1.02 SP #953**

**WHEREAS**, the Township has received a request for the release of the performance guarantee that was previously posted in connection with the above-referenced project; and

**WHEREAS**, by report dated November 2, 2020 attached hereto and made a part hereof, the Township Engineer has advised that the required improvements for the project were installed and are in satisfactory condition and has recommended that the performance guarantee in place for the project be released; and

**WHEREAS**, the Township Engineer has further advised that since the project involves a private site, a maintenance bond is not required; and

**WHEREAS**, the developer is required to pay all taxes, fees, and required escrow deposits which may be due and owing prior to the release of the performance guarantee.

**NOW, THEREFORE, BE IT RESOLVED** on this 16<sup>th</sup> day of November, 2020, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey, that, as recommended by the Township Engineer, the performance guarantee for Cambridge Crossing, Building #3, Block 300, Lot 1.02 SP #953 is hereby released.

This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
<b>Bobo</b>						
<b>Edelson</b>						
<b>Folcher</b>						
<b>Pritchett</b>						
<b>Steglik</b>						



## ***Richard A. Alaimo Associates***

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-267-7452

November 2, 2020

Ms. Meredith Tomczyk,  
Township Manager/Township Clerk  
Mount Laurel Township  
100 North Mount Laurel Road  
Mount Laurel, NJ 08054

RE: SP #953  
Mount Laurel Township Planning Board  
Cambridge Crossing, Building #3  
1000 Briggs Road  
Block 300, Lot 1.02  
**Performance Guarantee Release  
Recommendation**  
Our File No. M-0171-0953-000

Dear Meredith:

At the request of the developer, we have evaluated the status of the required improvements associated with the performance guarantee in place for the referenced project. We found that all the required improvements installed by the developer are in satisfactory condition.

Based on the above, we recommend that the performance guarantee in place for this project be released. A copy of the agreement is enclosed for your information. The developer shall pay all taxes, fees and required escrow deposits which may be due and owing prior to release of the Performance Guarantee. Since this is a private site, a maintenance bond is not required.

Please advise Council to pass a resolution authorizing the same for the next meeting.

**- Consulting Engineers -**

Civil • Structural • Mechanical • Electrical • Environmental • Planners

Ms. Meredith Tomczyk

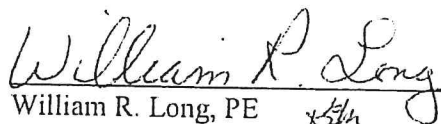
- 2 -

November 2, 2020

Should you have any questions or require additional information, please contact our office.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES

  
William R. Long, PE *WRL*  
Senior Associate

WRL/kem  
Enclosure

cc: Carol Modugno, Deputy Clerk, Mount Laurel Township  
Trish Hochreiter, Secretary, Mount Laurel Township Planning Board  
Liberty Property, LP  
Alaimo Field Services Department

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*Richard A. Alaimo Associates*  
*- Consulting Engineers -*



AGREEMENT

Developer: S-R Real Estate Associates  
a Pennsylvania General Partnership

Co-obligor: Midlantic National Bank  
Municipality: Township of Mt. Laurel

This Agreement made this 7th day of November, 1988,  
by and among

S-R Real Estate Associates  
A Pennsylvania General Partnership  
(hereinafter "the Developer")

and

Midlantic National Bank  
A National Banking Association  
P.O. Box 600  
Edison, New Jersey 08818  
(herinafter "Co-obligor")

and

The Township of Mt. Laurel  
100 North Mount Laurel Road  
Mt. Laurel, New Jersey 08054  
(hereinafter "the Municipality")

WHEREAS, the Developer has obtained site plan approval from the Mt. Laurel Township Planning Board for the construction of an office/industrial building within the township of Mt. Laurel. The plan approval identification number is M-171-953 and the premises are designated as Cambridge Crossing, Building #3-1000 Briggs Road, and

WHEREAS, the Co-obligor has agreed to provide construction financing to the Developer for the completion of the improvements described in the site plans, and

WHEREAS, one condition of the site plan approval granted by the Planning Board requires the Developer provide a performance bond to the Municipality for certain land improvements (on and off site) which improvements are described in a schedule prepared by Richard A. Alaimo, Mt. Holly, New Jersey, annexed hereto and made a part hereof as Exhibit A; and

WHEREAS, in lieu of the formal bond required by the Planning Board, the Developer and Co-obligor have requested that the Municipality accept a Guaranty Agreement from the Co-obligor for the satisfactory completion of the said work improvements, and

WHEREAS, the Municipality has agreed to accept such Guaranty Agreement,

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties hereto agree as follows:

1. The Co-obligor agrees to and hereby does guaranty to the Municipality the payment of \$275,926.80 pursuant to the improvement schedule attached hereto, or so much of said sum as may be required from time to time by the Municipality to install and complete the required improvements. The guaranty given herein is pursuant to the condition of site plan approval given to the Developer wherein the Developer is to provide a performance guaranty to the Municipality. The guaranty set forth herein is given to the Municipality in order to assure the Municipality that all on-site and/or off-site work to be done will be accomplished according to

proper engineering standards. The guaranty given herein is also being given in order to induce the Municipality to allow the developer to substitute this Guaranty Agreement for a performance bond.

2. The condition of the Co-obligor's obligations hereunder is such that if the Developer does not install and complete the on-site improvements in the time and manner required by the Municipal Engineer, the Municipality shall deliver to the developer and the Co-obligor written notice of claim by certified mail, return receipt requested, which notice shall set forth the specific improvements which remain to be completed and the amount necessary to complete same. Not later than 14 days following its receipt of the Notice of Claim, the Co-obligor shall forward to the Manager, Solicitor and Engineer of the Municipality written notice of its election to proceed with completion or pay for the improvements not completed.

In the event that the Co-obligor elects to complete the improvements, the Notice shall also contain a description of the time and manner which the remaining improvements are to be installed. If, the Co-obligor elects not to proceed to complete the improvements, the Co-obligor shall immediately pay to the Municipality such sum as may be necessary to enable the Municipality to complete the installation of such improvements. In no event, however, shall the Co-obligor's obligation under this Agreement ever exceed the sum of \$275,926.80 or such balance of the obligation remaining as

defined in Section 5 herein.

3. The Developer, by execution of this Agreement releases and discharges the Co-obligor of any liability to the Developer for any payment the Co-obligor may make the Municipality hereunder.

4. The Developer shall indemnify and hold the Co-obligor harmless from all damages, costs, and expenses including counsel fees, incurred by the Co-obligor in connection with this Agreement, except such as are the result of the Co-obligor's own breach of this Agreement.

5. As the site plan improvements are completed by the Developer, the Co-obligor may apply to the Municipality for a reduction of the amount of its performance obligation hereunder subject to the Municipal Engineer's approval of the improvements completed; such requests shall be forwarded to the Municipal Manager, Solicitor and Engineer, by certified mail, return receipt requested.

The Municipality shall consider such requests in accordance with the requirements of the Municipal Land Use Law and the Municipal Engineer upon reasonable notice of request for inspection shall make the appropriate inspection for the purpose of determining whether said improvements have been completed. In the event that the Municipal Engineer determines that said improvements are not completed to its satisfaction, it shall so notify the Developer and the Co-obligor in writing of its findings and the reasons therefore.

6. All liability of the Co-obligor hereunder shall

terminate 24 months from the date hereof, provided that the Co-obligor shall have sent written notice of termination, by certified mail, return receipt requested to the Manager, Solicitor, and Engineer of the Municipality, at least 45 days but not more than 90 days prior to the end of such 24 month term. On receipt hereof, the Municipality's written reply shall constitute sufficient notice of claim and demand against the Co-obligor to complete or to pay for such improvements as may remain to be completed and the obligation of the Co-obligor will remain in full force and effect to the extent of such improvements not completed.

7. In the event that the Co-obligor obtains title to all or part of the lands in question, the Co-obligor shall have the continuing obligation to complete the improvements or pay for the improvements not theretofore completed by the Developer. The Co-obligor shall serve written notice by certified mail, return receipt requested, to the Manager, Solicitor and Engineer of the Municipality no later than 90 days from the date the Co-obligor has acquired title, which notice shall state whether Co-obligor has elected to immediately complete such improvements as remain to be completed or to pay for such improvements. The obligations of the Co-obligor herein shall remain in full force and effect to the extent of such improvements not completed.

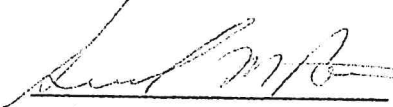
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be construed in

accordance with the laws of the State of New Jersey.  
The Co-obligor agrees to accept service in lieu of the  
necessity of formal process in the event of a default  
hereunder.

9. All notices required under this Agreement shall be  
sent by certified mail, return receipt requested to the  
addresses shown at the heading of this Agreement.

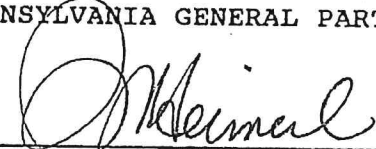
IN WITNESS WHEREOF, the parties hereto have set their hands  
and seals on the date first above written.

Witness:

  
Samuel M. Rotter

S-R REAL ESTATE ASSOCIATES  
A PENNSYLVANIA GENERAL PARTNERSHIP

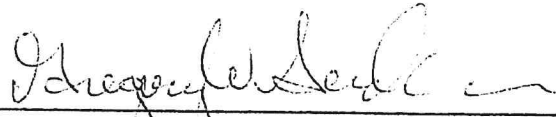
By:

  
Robert R. Heimerl

MIDLANTIC NATIONAL BANK

  
CATHERINE BROTHERTON  
Assistant Cashier

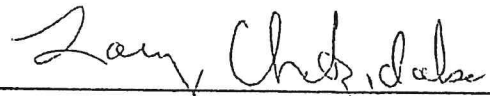
By:

  
GREGORY W. SEIDLER  
ASSISTANT VICE PRESIDENT

TOWNSHIP OF MOUNT LAUREL

  
PATRICIA MAEDER  
ACTING MUNICIPAL CLERK

By:

  
LARRY CHATZIDAKIS, MAYOR



RICHARD A. ALAIMO ASSOCIATES  
Consulting Engineers  
200 HIGH STREET, MT. HOLLY, N.J. 08060  
(609) 267-3310

# IMPROVEMENT BOND ESTIMATE

Job No.  
1-171-953

Sheet No. 1  
of 2

Reduction No. \_\_\_\_\_

Date 8/31/87

Bond Amount \$275,926.80

MUNICIPALITY Mount Laurel Township  
ADDRESS 100 North Mount Laurel Road  
Mount Laurel, NJ 08054

Project Cambridge Crossing, Building #3  
1000 Briggs Road  
Block 300, Lot 1.02

APPLICANT Rouse and Associates  
ADDRESS 1800 Chapel Avenue West  
Suite 100  
TELEPHONE Cherry Hill, NJ 08002

Final Plan Approved  
Time for Completion  
Estimated by: D. Vechesky/M.W. Rann  
Checked by: J.S. Augustyn

(1) ITEM NO.	(2) DESCRIPTION	(3) QUANTITY	(4) UNIT PRICE	(5) ESTIMATED COST	(6) WORK COMPLETED	(7) OUTSTANDING COST
1.	Truck Area Paving:					
	a. 2" FABC-1	3,620 SY	4.25	15,385.00		
	b. 5" Bit. Stab. Base	3,620 SY	10.00	36,200.00		
	c. Compacted subgrade as directed by Township Engineer	3,620 SY	-	-		
2.	Car Area Paving:					
	a. 2" FABC-1	4,260 SY	4.25	18,105.00		
	b. 6" Quarry Blend Stone	4,260 SY	6.00	25,560.00		
	c. Compacted subgrade as directed by Township Engineer	4,260 SY	-	-		
3.	Curb-6"x8"x18"	1,650 LF	11.00	18,150.00		
4.	Concrete Wheel Stop	52 UN	40.00	2,080.00		
5.	Handicap Parking Facilities:					
	a. Space with ID	2 UN	200.00	400.00		
	b. Ramp	1 UN	200.00	200.00		
6.	Lighting:					
	a. Single 400W, HPS 25' Pole Mount	2 UN	2,720.00	5,440.00		
	b. Twin 400W, HPS 25' Pole Mount	1 UN	3,620.00	3,620.00		
	c. Single 400W, HPS Wall Mount	5 UN	950.00	4,750.00		
7.	Sidewalk, 4" Thick	920 SF	3.50	3,220.00		
8.	Storm System:					
	a. 15" RCP	108 LF	21.00	2,268.00		
	b. 18" RCP	172 LF	22.00	3,784.00		
	c. 24" RCP	346 LF	31.00	10,726.00		
	d. FES for 18" RCP	1 UN	176.00	176.00		
	e. FES for 24" RCP	1 UN	250.00	250.00		

NOTE: Applicant must contact our Chief of Inspections in writing 48 hours prior to start of construction and by telephone (609) 267-3310 24 hours prior to each restart of construction in order that we may schedule an inspection for the project.

RICHARD A. ALAIMO ASSOCIATES  
Consulting Engineers  
200 HIGH STREET, MT. HOLLY, N.J. 08060  
(609) 267-8310

# IMPROVEMENT BOND ESTIMATE

DATE  
M-171-953

SHEET NO. 2  
OF 2 SHEETS

Reduction No. \_\_\_\_\_

Date 8/31/87

Bond Amount: \$275,926.80

MUNICIPALITY Mount Laurel Township  
ADDRESS 100 North Mount Laurel Road  
Mount Laurel, NJ 08054

Project: Cambridge Crossing, Building #3  
1000 Briggs Road  
Block 300, Lot 1.02

APPLICANT: Rouse and Associates  
ADDRESS: 1800 Chapel Avenue West  
Suite 100  
ELEPHONE: Cherry Hill, NJ 08002

Final Plan Approved  
Time for Completion  
Estimated by: D. Vechesky/M.W. Rann  
Checked by: J.S. Augustyn

(1) ITEM NO.	(2) DESCRIPTION	(3) QUANTITY	(4) UNIT PRICE	(5) ESTIMATED COST	(6) % WORK COMPLETED	(7) OUTSTANDING COST
8.	Storm System (continued):					
	f. Type "B" Inlet, 0'-6' deep	2 UN	1,400.00	2,800.00		
	g. Type "E" Inlet, 0'-6' deep	2 UN	1,400.00	2,800.00		
	h. Type "E" Inlet, 8' deep	1 UN	1,600.00	1,600.00		
	i. Type "E" Inlet, 11' deep	1 UN	1,900.00	1,900.00		
	j. Concrete Scour Holes	240 SF	4.50	1,080.00		
9.	Trash Enclosure	1 UN	1,000.00	1,000.00		
10.	Landscaping:					
	a. Trees	95	200.00	19,000.00		
	b. Shrubs	382	45.00	17,190.00		
	c. Topsoil, Fert. & Seed	1.3 AC	2,000.00	2,600.00		
11.	Soil Erosion & Sed. Control	4.0 AC	1,200.00	4,800.00		
12.	Signs-Including "No Truck Traffic" & "Compact Cars Only"	5 UN	75.00	375.00		
13.	Monolithic Curb & Sidewalk	1,440 SF	17.00	24,480.00		
	SUBTOTAL			\$229,939.00		
	20% CONTINGENCY			\$ 45,987.80		
	TOTAL			\$275,926.80		

NOTE: NO ADDITIONAL OFF-SITE IMPROVEMENTS REQUIRED - BRIGGS ROAD IMPROVEMENTS  
FROM STATION 19 + 80 TO STATION 24 + 30 BONDED UNDER CAMBRIDGE CROSSING 1001.  
OUR FILE NO. M-171-935 DATED 9/30/86. SEE ALSO OFF-SITE BOND FOR OTHER  
STORMWATER MANAGEMENT IMPROVEMENTS.



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-170

REGULAR MEETING

NOVEMBER 16, 2020

**RESOLUTION AUTHORIZING THE  
REFUND or CANCELLATION OF PROPERTY TAXES**

**Block 313.01 Lot 11**

**54 Oakhurst Lane**

**100% Totally & Permanently Disabled Veteran**

**WHEREAS**, N.J.S.A. 54:4-3.30 permits the exemption from property taxes for any citizen and resident of the State who is a 100% Totally and Permanently Disabled Veteran.

**WHEREAS**, the United States Department of Veteran Affairs has classified the veteran, Rodney Brown, as 100% Totally and Permanently Disabled.

**WHEREAS**, this status grants the veteran the right to be exempt from paying property taxes as of the date of eligibility by application. (N.J.S.A. 54:4-3.30a)

**WHEREAS**, the 2020 taxes on the following property have been cancelled as of the date of exemption and any taxes paid by the owner have been refunded.

<u>Block</u>	<u>Lot</u>	<u>Owner</u>	<u>Date of Exemption</u>	<u>Amount<sup>i</sup></u>
313.01	11	Rodney Brown	August 20, 2020	\$4337.52

**WHEREAS**, the Burlington County Board of Taxation requires a resolution for the cancellation of property taxes in order to credit to the Municipality in the Abstract of Ratables the amount of County Taxes and County Open Space Taxes refunded or cancelled for this property. This resolution will be submitted to the Burlington County Board of Taxation with the Application & Approval of Assessment Debit and Credit for the property.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Council of the Township of Mount Laurel, County of Burlington that the 2020 taxes due on the above noted property have been cancelled. Additionally, this resolution authorizes cancellation of the 2021 Preliminary.

This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
**Meredith Tomczyk, Municipal Clerk**

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
<b>Bobo</b>						
<b>Edelson</b>						
<b>Folcher</b>						
<b>Pritchett</b>						
<b>Steglik</b>						

<sup>i</sup> Calculation: 2020 Taxes \$11992.91 / 365 days = \$32.86 per day x 114 days exempt = \$4337.52



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-171

REGULAR MEETING

NOVEMBER 16, 2020

**APPROVING NJDOT CHANGE ORDER #8  
2017 ROAD PROGRAM  
CONTRACT 2017-3**

**WHEREAS**, American Asphalt Company, Inc. was awarded a contract for 2017 Road Program, Contract 2017-3; and

**WHEREAS**, the Project Engineer has notified the Township Clerk that it will be necessary to amend the specifications prepared for this purpose as follows; and

**WHEREAS**, it is recommended the following NJDOT Change Order #8 for quantity adjustments and additional items to complete this project. See Attachment A.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey that approval be and is hereby granted for NJDOT Change Order #8;

**BE IT FURTHER RESOLVED**, that the Municipal Manager be and she is hereby authorized to sign NJDOT Change Order #8 on behalf of the Township of Mount Laurel.

This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
**Meredith Tomczyk, Municipal Clerk**

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
<b>Bobo</b>						
<b>Edelson</b>						
<b>Folcher</b>						
<b>Pritchett</b>						
<b>Steglik</b>						





TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER

Distribution \_\_\_\_\_

Resolution No. 20-R-172

REGULAR MEETING

NOVEMBER 16, 2020

RESOLUTION SUPPORTING SUBMISSION OF APPLICATION FOR NEW JERSEY  
DEPARTMENT OF TRANSPORTATION – *TRANSPORTATION ALTERNATIVES*  
*PROGRAM*

WHEREAS, Mount Laurel Township is applying for funding to conduct Trail Improvements at *Trotters Crossing Park* within Mount Laurel Township; and

WHEREAS, the project will help to continue and improve the promotion and encouragement of pedestrian and bicycle access and safety for *residents*; and

WHEREAS, maintenance of the facility, once constructed, will be assumed by Mount Laurel Township;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey, that it hereby supports the submission of a grant application for the *Transportation Alternatives Set-Aside Program* within the State of New Jersey Department of Transportation and authorizes the Mayor, Municipal Manager and Municipal Clerk to execute any and all documents necessary and related to the submission of said grant application or grant agreement.

This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

A CERTIFIED COPY

\_\_\_\_\_  
Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Bobo						
Edelson						
Folcher						
Pritchett						
Steglik						



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-173

REGULAR MEETING

NOVEMBER 16, 2020

**RESOLUTION AUTHORIZING 2020 BUDGET TRANSFER OF FUNDS**

**WHEREAS**, there are certain 2020 Budget Appropriations of the Township of Mount Laurel which appear to be insufficient to fulfill the purpose as indicated in the affairs of Mount Laurel; and

**WHEREAS**, there are other 2020 Budget Appropriations where there are unexpended balances which will not be required for such purposes; and

**WHEREAS**, the Revised Statutes, N.J.S.A. 40A:4-58, provides for the transfers from such excess over and above the amount deemed necessary to those accounts that have insufficient balances;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey that the following transfers of Budget Appropriations are necessary and they are hereby approved:

<b>TO:</b>		
General Engineering	\$40,000.00	0-01-20-165-028
Manager OE	\$50,000.00	0-01-20-100-150
Buildings and Grounds OE	\$50,000.00	0-01-26-310-030
Legal – Labor	\$20,000.00	0-01-20-156-028
Condos	\$45,000.00	0-01-26-325-029
EMS S&W	\$130,000.00	0-01-25-260-011
Community Development S&W	\$10,000.00	0-01-22-195-011
Tax Collector OE	\$5,000.00	0-01-20-145-030
<b>Total</b>	<b>\$350,000.00</b>	

<b>FROM:</b>		
PERS	\$80,000.00	0-01-36-471-029
Group Health Insurance	\$270,000.00	0-01-23-220-092
<b>Total</b>	<b>\$350,000.00</b>	

This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
Meredith Tomczyk, Municipal Clerk

	<b>MOTION</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSTAINED</b>	<b>ABSENT</b>	<b>TRANSMITTED</b>
<b>Bobo</b>						
<b>Edelson</b>						
<b>Folcher</b>						
<b>Pritchett</b>						
<b>Steglik</b>						





**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-174

REGULAR MEETING

NOVEMBER 16, 2020

**RESOLUTION AUTHORIZING THE CANCELLATION OF A GRANT**

**WHEREAS**, the Township of Mount Laurel CFO has identified a grant to be cancelled;  
and

**WHEREAS**, the Fiscal Year 2020 Municipal Alliance Grant needs to be cancelled in the amount of \$8,083.16;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey authorizes the cancellation of the grant.

This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Bobo						
Edelson						
Folcher						
Pritchett						
Steglik						



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-175

REGULAR MEETING

NOVEMBER 16, 2020

**ANTICIPATION OF A SPECIAL ITEM OF REVENUE  
IN THE 2020 LOCAL MUNICIPAL BUDGET PURSUANT TO  
N.J.S.A. 40A:4-87 (CHAPTER 159)**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of a special item of revenue in the budget of a municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, the Director may also approve the insertion of any item of appropriation for equal amount;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey who respectfully request of the Director of the Division of Local Government Services to approve the insertion of special items of revenues in the 2020 Local Municipal Budget in the amount of \$7,971.00 which items are now available as revenues:

- Municipal Alliance Grant - \$7,971.00

**BE IT FURTHER RESOLVED** that a like amount of \$7,971.00 is hereby appropriated under the captions of:

- Municipal Alliance Grant - \$7,971.00

**BE IT FINALLY RESOLVED** that a certified copy of this resolution is forwarded to the Director of the Division of Local Government Services, and one certified copy each to the Township CFO and Township Auditor.

This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
<b>Bobo</b>						
<b>Edelson</b>						
<b>Folcher</b>						
<b>Pritchett</b>						
<b>Steglik</b>						



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-176

REGULAR MEETING

NOVEMBER 16, 2020

**MOUNT LAUREL TOWNSHIP  
RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE GUARANTEE FOR  
THIRD PHILADELPHIA CORP., PARCEL #2, BLOCK 1300.02, LOT 1 SPR #731**

**WHEREAS**, the Township has received a request for the release of the performance guarantee that was previously posted in connection with the above-referenced project; and

**WHEREAS**, by report dated November 6, 2020 attached hereto and made a part hereof, the Township Engineer has advised that the required improvements for the project were installed and are in satisfactory condition and has recommended that the performance guarantee in place for the project be released; and

**WHEREAS**, the Township Engineer has further advised that since the project involves a private site, a maintenance bond is not required; and

**WHEREAS**, the developer is required to pay all taxes, fees, and required escrow deposits which may be due and owing prior to the release of the performance guarantee.

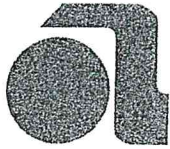
**NOW, THEREFORE, BE IT RESOLVED** on this 16<sup>th</sup> day of November, 2020, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey, that, as recommended by the Township Engineer, the performance guarantee for Third Philadelphia Corp., Parcel #2, Block 1300.02, Lot 1 SPR #731 is hereby released.

This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
<b>Bobo</b>						
<b>Edelson</b>						
<b>Folcher</b>						
<b>Pritchett</b>						
<b>Steglik</b>						



## *Richard A. Alaimo Associates*

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-267-7452

November 6, 2020

Ms. Meredith Tomczyk,  
Township Manager/Township Clerk  
Mount Laurel Township  
100 North Mount Laurel Road  
Mount Laurel, NJ 08054

RE: SPR #731  
Mount Laurel Township Planning Board  
Third Philadelphia Corp., Parcel #2  
Block 1300.02, Lot 1  
**Performance Guarantees Release  
Recommendation**  
Our File No. M-0171-0731-00B

Dear Meredith:

At the request of the developer, we have evaluated the status of the required improvements associated with the performance guarantee in place for the referenced project. We found that all the required improvements installed by the developer are in satisfactory condition.

Based on the above, we recommend that the performance guarantee in place for this project be released. A copy of the agreement is enclosed for your information. The developer shall pay all taxes, fees and required escrow deposits which may be due and owing prior to release of the Performance Guarantee. Since this is a private site, a maintenance bond is not required.

Please advise Council to pass a resolution authorizing the same for the next meeting.

**- Consulting Engineers -**

Civil • Structural • Mechanical • Electrical • Environmental • Planners

Ms. Meredith Tomczyk

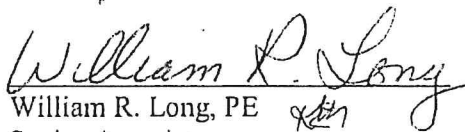
- 2 -

November 6, 2020

Should you have any questions or require additional information, please contact our office.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES

  
William R. Long, PE  
Senior Associate

WRL/kem  
Enclosure

cc: Carol Modugno, Deputy Clerk, Mount Laurel Township  
Trish Hochreiter, Secretary, Mount Laurel Township Planning Board  
Liberty Property Trust  
Alaimo Field Services Department

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*Richard A. Alaimo Associates*  
*- Consulting Engineers -*

SECURITY AGREEMENT

~~#53~~  
Bond #56 SPR  
#731  
on 4 off site

DEVELOPER: MOUNT LAUREL ASSOCIATES  
CO-OBLIGOR: FIDELITY BANK, N.A.  
MUNICIPALITY: TOWNSHIP OF MOUNT LAUREL

THIS AGREEMENT, made this 1st day of November , 1986

by and among

MOUNT LAUREL ASSOCIATES

a Pennsylvania Limited Partnership

510 South Burnt Mill Road

Voorhees, New Jersey 08043

(hereinafter "the DEVELOPER")

and

FIDELITY BANK, N.A.

Broad and Walnut Streets

Philadelphia, Pennsylvania 19109

(hereinafter "the CO-OBLIGOR")

and

THE TOWNSHIP OF MOUNT LAUREL

100 North Mount Laurel Road

Mount Laurel, New Jersey 08054

(hereinafter "the MUNICIPALITY")

WHEREAS, the DEVELOPER, as owner of following premises, has obtained site plan approval from the Mount Laurel Township Planning Board for the construction of a 110,000 sq. ft. office building within the township of Mount Laurel. The plan approval identification number is SPR-731 and the premises are designated as Lot(s) 1 in Block 1300.02, Parcel 2 on the tax map of Mount Laurel, and



WHEREAS, the CO-OBLIGOR, a national banking association chartered under the laws of the Commonwealth of Pennsylvania authorized to do business in the State of New Jersey, has agreed to provide construction financing to the DEVELOPER for the completion of the improvements described in the site plans, and

WHEREAS, one condition of the site plan approval granted by the Planning Board requires the DEVELOPER to provide a performance bond to the MUNICIPALITY for certain land improvements (on and off site) which improvements are described in a schedule prepared by Richard A. Alaimo Associates, Mt. Holly, New Jersey, annexed hereto and made a part hereof as Exhibit "A"; and

WHEREAS, in lieu of the formal bond required by the Planning Board, the DEVELOPER and CO-OBLIGOR have requested that the MUNICIPALITY accept a Guaranty Agreement from the CO-OBLIGOR for the satisfactory completion of the said site work improvements, and

WHEREAS, the MUNICIPALITY has agreed to accept such Guaranty Agreement,

NOW THEREFORE, in consideration of the mutual covenants herein contained the parties hereto agree as follows:

1. The CO-OBLIGOR agrees to and hereby does guaranty to the MUNICIPALITY the payment of Nine Hundred Ninety Three Thousand Five Hundred Thirty One Dollars and 60/100 (\$993,531.60) pursuant to the improvement schedule attached hereto, or so much of said sum as may be required from time to time by the MUNICIPALITY to install and complete the required improvements. The guaranty given herein is pursuant to the condition of site plan approval given to the DEVELOPER wherein the DEVELOPER is to provide a performance guaranty to the MUNICIPALITY. The guaranty set forth herein is given to the MUNICIPALITY in order to assure the MUNICIPALITY that the on site and off site work to be done will be accomplished according to proper engineering standards. The guaranty given herein is also being given in order to induce the MUNICIPALITY to allow the DEVELOPER to substitute this Guaranty Agreement for a performance bond.

2. The condition of the CO-OBLIGOR'S obligations hereunder is such that if the DEVELOPER does not install and complete the site plan improvements in the time and manner required by the Municipal Engineer, the MUNICIPALITY shall deliver to the DEVELOPER and the CO-OBLIGOR written notice of claim by certified mail, return receipt requested, which notice shall set forth the specific improvements which remain to be completed and the amount necessary to complete same.

Not later than 14 days following its receipt of the Notice of Claim, the CO-OBLIGOR shall forward to the Manager, Solicitor and Engineer of the MUNICIPALITY, written notice of its election to proceed with completion or pay for the improvements not completed.

In the event that the CO-OBLIGOR elects to complete the improvements, the notice shall also contain a description of the time and manner which the remaining improvements are to be installed. If, the CO-OBLIGOR elects not to proceed to complete the improvements, the CO-OBLIGOR shall immediately pay to the MUNICIPALITY such sum as may be necessary to enable the MUNICIPALITY to complete the installation of such improvements.

In no event, however, shall the CO-OBLIGOR'S obligation under this agreement ever exceed the sum of \$993,531.60 or such balance of the obligation remaining as defined in Section 5 herein.

3. The DEVELOPER, by execution of this Agreement releases and discharges the CO-OBLIGOR of and liability to the DEVELOPER for any payment the CO-OBLIGOR may make to the MUNICIPALITY hereunder.

4. The DEVELOPER shall indemnify and hold the CO-OBLIGOR harmless from all damages, costs, and expenses including counsel fees, incurred by the CO-OBLIGOR in connection with this Agreement, except such as are the result of the CO-OBLIGOR'S own breach of this Agreement.

5. As the site plan improvements are completed by the DEVELOPER, the CO-OBLIGOR may apply to the MUNICIPALITY for a reduction of the amount of its performance obligation hereunder subject to the Municipal Engineer's approval of the improvements completed; such requests shall be forwarded to the Municipal Manager, Solicitor and Engineer by certified mail, return receipt requested.

The MUNICIPALITY shall consider such requests in accordance with the requirements of the Municipal Land Use Law and the Municipal Engineer upon reasonable notice of request for inspection shall make the appropriate inspection for the purpose of determining whether said improvements have been completed. In the event that the Municipal Engineer determines that said improvements are not completed to his satisfaction, he shall so notify the DEVELOPER and the CO-OBLIGOR in writing of his findings and the reasons therefore.

6. All liability of the CO-OBLIGOR hereunder shall terminate 24 months from the date hereof, provided that the CO-OBLIGOR shall have sent written notice of termination, by certified mail, return receipt requested, to the Manager, Solicitor, and Engineer of the MUNICIPALITY, at least 45 days but not more than 90 days prior to the end of such 24 month term. On receipt thereof, the MUNICIPALITY'S written reply shall constitute sufficient notice of claim and demand against the CO-OBLIGOR to complete or to pay for such improvements as may remain to be completed and the obligation of the CO-OBLIGOR will remain in full force and effect to the extent of such improvements not completed.

7. In the event that the CO-OBLIGOR obtains title to all or part of the lands in question, the CO-OBLIGOR shall have the continuing obligation to complete the improvements or pay for the improvements not theretofore completed by the DEVELOPER. The CO-OBLIGOR shall serve written notice by

certified mail, return receipt requested, to the Manager, Solicitor and Engineer of the MUNICIPALITY no later than 90 days from the date the CO-OBLIGOR has acquired title, which notice shall state whether the CO-OBLIGOR has elected to immediately complete such improvements as remain to be completed or to pay for such improvements. The obligations of the CO-OBLIGOR herein shall remain in full force and effect to the extent of such improvements not completed.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be construed in accordance with the laws of the State of New Jersey. The CO-OBLIGOR agrees to accept service in lieu of the necessity of formal process in the event of a default hereunder.

9. All notices required under this Agreement shall be sent by certified mail, return receipt requested to the addresses shown at the heading of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

WITNESS:

*Bar M. Jester*

MOUNT LAUREL ASSOCIATES

By *George M. Deemer*  
General Partner

ATTEST:

*Donna Marie Gony*  
LOAN OFFICER

FIDELITY BANK, N.A.

By *Jeffrey A. Reed*  
Senior Loan Officer

ATTEST:

*MaryAnn M. Laughlin*  
Clerk

TOWNSHIP OF MOUNT LAUREL

*John F. Heimer*

# **RICHARD A. ALAIMO ASSOCIATES**

*Consulting Engineers*

200 HIGH STREET, MT. HOLLY, N.J. 08060

(609) 267-8310

## **IMPROVEMENT BOND ESTIMATE**

JOB NO.

M-171-731

SHEET NO.

2

of \_\_\_\_\_ Sheets

Date: 8/26/85

Bond Amount:

Reduction No. \_\_\_\_\_

MUNICIPALITY: Mount Laurel Township  
ADDRESS: 100 North Mount Laurel Road  
Mount Laurel, NJ 08054

Project: Third Philadelphia Corp.  
On-Site - Parcel #2

APPLICANT:

ADDRESS:

TELEPHONE:

Final Plan Approved:

Time for Completion:

Estimated by: D. Vechesky

Checked by: J.S. Augustyn

(1) ITEM NO.	(2) DESCRIPTION	(3) QUANTITY	(4) UNIT PRICE	(5) ESTIMATED COST	(6) WORK COMPLETED	(7) OUTSTANDING COST
1.	Truck Area Paving					
	a. 2" FABC-1	9,170 SY	4.25	38,972.50		
	b. 5" Bit. Stab. Base	9,170 SY	10.00	91,700.00		
	c. 4" Road Gravel	9,170 SY	3.25	29,802.50		
2.	Parking Area Paving					
	a. 2" FABC-1	10,220 SY	4.25	43,435.00		
	b. 6" Quarry Blend Stone	10,220 SY	6.00	61,320.00		
	c. Subbase per Twp. Engr.	-	-	-		
3.	Curb-6"x8"x18"	7,730 LF	11.00	85,030.00		
4.	Parking Space Striping	8,000 LF	.25	2,000.00		
5.	Lighting-1,000 WMP 25' Pole Mt.	15 UN	2,800.00	42,000.00		
6.	Sidewalk					
	a. 4" Thick Conc.	1,240 SF	3.50	4,340.00		
	b. Plaza Walkway	18,200 SF	3.50	63,700.00		
7.	Landscaping					
	a. Trees	174	100.00	17,400.00		
	b. Shrubs	154	40.00	6,160.00		
	c. Fert. Soil & Seed	1.4 AC	2,000.00	2,800.00		
	d. Various Flowering Plants	300 UN	1.00	300.00		
	e. Berm	450 CY	5.00	2,250.00		
	f. Snow Fence	1,080 LF	2.00	2,160.00		
8.	Signs-Including "Compact Car Parking" & "No Truck Access"	14	75.00	1,050.00		
9.	Trash Enclosure	1	1,000.00	1,000.00		
10.	Handicap Parking-Including Ramp & ID	6 UN	400.00	2,400.00		
	CONTINUED					

NOTE: Applicant must contact our Chief of Inspections in writing 48 hours prior to start of construction and by telephone (609) 267-8310 24 hours prior to each restart of construction in order that we may schedule an Inspector for the project.



Sheet No. \_\_\_\_\_

**MO ASSOCIATES**  
*g Engineers*  
MT. HOLLY, N.J. 08060  
(9) 267-8310

M-171-731

of 2 Sheets

Date: 8/26/85

**Bond Amount:**

Reduction No. \_\_\_\_\_

City: Mount Laurel Township  
100 North Mount Laurel Road  
Mount Laurel, NJ 08054

Project: Third Philadelphia Corp.  
On-Site - Parcel #2

LICANT:

✓ DRESS:

Final Plan Approved:

**Time for Completion:**

Estimated by: D. Vechesky

Checked by: J.S. Augustyn

TELEPHONE:

(1) ITEM NO.	(2) DESCRIPTION	(3) QUANTITY	(4) UNIT PRICE	(5) ESTIMATED COST.	(6) WORK COMPLETED	(7) OUTSTANDING COST
11.	Storm Drainage System - See Parcel #2 Off-Site Bond					
*12.	Soil Erosion & Sed. Control	6.9 AC	1,200.00	8,280.00		
	SUBTOTAL			\$506,100.00		
	20% CONTINGENCY			\$101,220.00		
	TOTAL			\$607,320.00		
	*Includes Inlet Protection, Construction Entrance, Temporary Stabilization, Dust Control, Silt Fence.					
ADVANCE PRINT						

NOTE: Applicant must contact our Chief of Inspections in writing 48 hours prior to start of construction and by telephone (609) 267-8310 24 hours prior to each restart of construction in order that we may schedule an inspector for the project.

**RICHARD A. ALAIMO ASSOCIATES**  
*Consulting Engineers*  
 200 HIGH STREET, MT. HOLLY, N.J. 08060  
 (609) 267-8310

## IMPROVEMENT BOND ESTIMATE

Job No. M-171-731 Sheet No. 2 of 2 Sheets

Date: 8/26/85

Bond Amount: \_\_\_\_\_

Reduction No. \_\_\_\_\_

MUNICIPALITY: Mount Laurel Township  
 ADDRESS 100 North Mount Laurel Road  
Mount Laurel, NJ 08054

Project: Third Philadelphia Corp.  
Parcel #2 - Off-Site  
Atrium Way Sta. 41 + 50 to Sta. 47 + 00  
Diemer Dr. from Sta. 4 + 50 to 6 + 60

APPLICANT:  
 ADDRESS:

Final Plan Approved: Drainage from C.B. No. 24 to Lake 4  
 Time for Completion: and from C.B. No. 205 to Lake 4

Estimated by: D. Vechesky

Checked by: J.S. Augustyn

TELEPHONE:

(1) ITEM NO.	(2) DESCRIPTION	(3) QUANTITY	(4) UNIT PRICE	(5) ESTIMATED COST	(6) WORK COMPLETED	(7) OUTSTANDING COST
1.	Paving					
	a. 3" FABC-2	2,444 SY	6.00	14,664.00		
	b. 5" Bit. Stab. Base	2,444 SY	10.00	24,440.00		
	c. 4" Gravel Subbase	2,444 SY	3.25	7,943.00		
	d. Underdrain as required by Twp. Engr.	-	-	-		
2.	Storm System-from C.B. No. 25 & 205 to and including Lake 4					
	a. 15" RCP	440 LF	21.00	9,240.00		
	b. 18" RCP	48 LF	22.00	1,056.00		
	c. 27" RCP	160 LF	35.00	5,600.00		
	d. 30" RCP	565 LF	45.00	25,425.00		
	e. 36" RCP	200 LF	55.00	11,000.00		
	f. 48" RCP	765 LF	80.00	61,200.00		
	g. Type "B" Inlet 0'-6'	9 UN	1,400.00	12,600.00		
	h. Type "B" Inlet 6'-8'	4 UN	1,650.00	6,600.00		
	i. Type "B" Inlet (Greater than 8' depth)	4	1,900.00	7,600.00		
	j. Conc. Headwall (for 48" RCP)	2 UN	3,500.00	7,000.00		
	k. Rip Rap	50 SY	50.00	2,500.00		
	l. Lake Excavation	32,000 CY	3.00	96,000.00		
	m. Swale Excavation	2,000 CY	3.00	6,000.00		
	n. Manhole (6' to 8' depth)	2	1,250.00	2,500.00		
3.	Conc. Curb-6"x8"x18"	1,100 LF	11.00	12,100.00		
4.	Lighting-To be installed per PSE&G, see note 11 on plans	LS	4,000.00	4,000.00		
	CONTINUED					

ADVANCE PRINT

**NOTE:** Applicant must contact our Chief of Inspections in writing 48 hours prior to start of construction and by telephone (609) 267-8310 24 hours prior to each restart of construction in order that we may schedule an Inspector for the project.



Sheet No. \_\_\_\_\_  
2  
of \_\_\_\_\_ Sheets

**Bond Amount:**

**NOTE:** Applicant must contact our Chief of Inspections in writing 48 hours prior to start of construction and by telephone (609) 267-8310 24 hours prior to each restart of construction in order that we may schedule an Inspector for the project.



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-177

**REGULAR MEETING**

**NOVEMBER 16, 2020**

**MAINTENANCE COMMITMENT FOR NEW JERSEY DEPARTMENT OF  
TRANSPORTATION - *TRANSPORTATION ALTERNATIVES PROGRAM***

**WHEREAS**, Mount Laurel Township is applying for funding to conduct trail improvements at Trotters Crossing Park within Mount Laurel Township; and

**WHEREAS**, the project will help to continue and improve the promotion and encouragement of pedestrian and bicycle access and safety for *residents*; and

**WHEREAS**, maintenance of the facility, once constructed, will be assumed by Mount Laurel Township;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey, that it hereby certifies the continual ownership and maintenance for the useful life of the project.

This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
**Meredith Tomczyk, Municipal Clerk**

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
<b>Bobo</b>						
<b>Edelson</b>						
<b>Folcher</b>						
<b>Pritchett</b>						
<b>Steglik</b>						



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-178

**REGULAR MEETING**

**NOVEMBER 16, 2020**

**MOUNT LAUREL TOWNSHIP  
RESOLUTION AUTHORIZING RELEASE OF OFF-SITE PERFORMANCE  
GUARANTEE FOR MOUNT LAUREL DEVELOPMENT, LLC (LIFETIME FITNESS),  
BLOCK 1310, LOT 1.01 SP #7633A**

**WHEREAS**, the Township has received a request for the release of the performance guarantee that was previously posted in connection with the above-referenced project; and

**WHEREAS**, by report dated November 10, 2020 attached hereto and made a part hereof, the Township Engineer has advised that the required improvements for the project were installed and are in satisfactory condition and has recommended that the off-site performance guarantee in place for the project be released; and

**WHEREAS**, the Township Engineer has further advised that since the project involves a private site, a maintenance bond is not required; and

**WHEREAS**, the developer is required to pay all taxes, fees, and required escrow deposits, which may be due prior to the release of the performance guarantee.

**NOW, THEREFORE, BE IT RESOLVED** on this 16<sup>th</sup> day of November, 2020, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey, that, as recommended by the Township Engineer, the off-site performance guarantee for Mount Laurel Development, LLC (Lifetime Fitness), Block 1310, Lot 1.01 SP #7633A is hereby released.

This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

---

**Meredith Tomczyk, Municipal Clerk**

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Bobo						
Edelson						
Folcher						
Pritchett						
Steglik						





## *Richard A. Alaimo Associates*

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-267-7452

November 10, 2020

Ms. Meredith Tomczyk, Township Manager/Clerk  
Mount Laurel Township  
100 North Mount Laurel Road  
Mount Laurel, NJ 08054

RE: SP #7633A  
Mount Laurel Township  
Mount Laurel Development, LLC  
Lifetime Fitness  
Block 1310, Lot 1.01  
**Off-Site Performance Guarantee  
Release Recommendation**  
Our File No. M-0177-0633-00A

Dear Meredith:

At the request of the developer, we have evaluated the status of the required improvements associated with the off-site performance guarantee in place for the referenced project. We found that all the required improvements installed by the developer are in satisfactory condition.

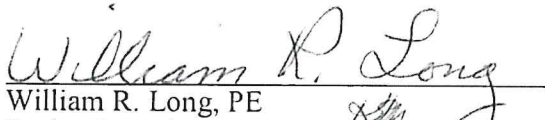
Based on the above, we recommend that the off-site performance guarantee in place for this project be released. A copy of the off-site performance guarantee is enclosed for your information. The developer shall pay all taxes, fees and required escrow deposits which may be due and owing prior to release of the Performance Guarantee. Since this is a private site, a maintenance bond is not required.

Please advise Council to pass a resolution authorizing the same for the next meeting.

Should you have any questions or require additional information, please contact our office.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES

  
William R. Long, PE  
Senior Associate

WRL/kem  
Enclosure

cc: Carol Modugno, Deputy Clerk, Mount Laurel Township  
Trish Hochreiter, Secretary, Mount Laurel Township Planning Board  
LTF Real Estate Company, Inc.  
Alaimo Field Services Department

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**- Consulting Engineers -**

Civil • Structural • Mechanical • Electrical • Environmental • Planners



<p align="center"><b>THE ALAIMO GROUP</b>  <b>200 High Street</b>  <b>Mount Holly, NJ 08060</b></p>		<p align="center"><b>IMPROVEMENT BOND ESTIMATE</b></p>	
<p align="center"><b>MUNICIPALITY</b></p> <p>Mount Laurel Township  <b>100 North Mount Laure Road, Mount Laurel, NJ 08054</b></p>		<p><b>PROJECT INFO:</b></p> <p align="right">Name: LifeTime Fitness (Off-Site)          Proj. No.: M-0177-0633-00A</p>	
<p align="center"><b>APPLICANT</b></p> <p>LifeTime Fitness, Inc.          2902 Corporate Place          Chanhassen, MN 55317</p>		<p align="right">Date: 9/8/14          Estimated by: BEE          Checked by: WRL</p> <p><b>Recommended Bond Amount: \$30,321.00</b></p>	

[illegible]

NOTES:

- 1 Minimum allowable bond amount after reductions is 30% of original amount (per NJSA 40:55D-53e).
- 2 Applicant must contact our Chief of Field Services Department in writing 48 hours prior to start of construction and by telephone (609/267-8310) 24 hours prior to each restart of construction in order that we may schedule a field services representative for the project.
- 3 The above estimates are given for the purpose of allowing orderly periodic reduction of bond amounts as work progresses. The making of such estimates or the bond reduction based thereon shall not be taken or construed as an approval or acceptance of any work so estimated, even if any individual line item(s) shows 100% completion. Final acceptance does not occur until the release of the maintenance bond.



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-179

**REGULAR MEETING**

**NOVEMBER 16, 2020**

**MOUNT LAUREL TOWNSHIP  
RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE GUARANTEE FOR  
AMERICAN HONDA MOTOR CO., INC., BLOCK 1201.05, LOT 4 PBP#1824**

**WHEREAS**, the Township has received a request for the release of the performance guarantee that was previously posted in connection with the above-referenced project; and

**WHEREAS**, by report dated November 10, 2020 attached hereto and made a part hereof, the Township Engineer has advised that the required improvements for the project were installed and are in satisfactory condition and has recommended that the performance guarantee in place for the project be released; and

**WHEREAS**, the Township Engineer has further advised that since the project involves a private site, a maintenance bond is not required; and

**WHEREAS**, the developer is required to pay all taxes, fees, and required escrow deposits which may be due and owing prior to the release of the performance guarantee.

**NOW, THEREFORE, BE IT RESOLVED** on this 16<sup>th</sup> day of November, 2020, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey, that, as recommended by the Township Engineer, the performance guarantee for American Honda Motor Co., Inc., Block 1201.05, Lot 4 PBP#1824 is hereby released.

This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
**Meredith Tomczyk, Municipal Clerk**

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
<b>Bobo</b>						
<b>Edelson</b>						
<b>Folcher</b>						
<b>Pritchett</b>						
<b>Steglik</b>						



## *Richard A. Alaimo Associates*

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-267-7452

November 10, 2020

Ms. Meredith Tomczyk, Township Manager/Clerk  
Mount Laurel Township  
100 North Mount Laurel Road  
Mount Laurel, NJ 08054

RE: PBP#1824  
Mount Laurel Township  
American Honda Motor Co., Inc.  
115 Gaither Drive  
Block 1201.05, Lot 4  
**Performance Guarantee**  
**Release Recommendation**  
Our File No. M-0278-1824-000

Dear Meredith:

At the request of the developer, we have evaluated the status of the required improvements associated with the performance guarantee in place for the referenced project. We found that all the required improvements installed by the developer are in satisfactory condition.

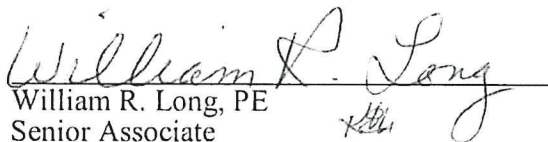
Based on the above, we recommend that the performance guarantee in place for this project be released. A copy of the performance guarantee is enclosed for your information. The developer shall pay all taxes, fees and required escrow deposits which may be due and owing prior to release of the Performance Guarantee. Since this is a private site, a maintenance bond is not required.

Please advise Council to pass a resolution authorizing the same for the next meeting.

Should you have any questions or require additional information, please contact our office.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES

  
William R. Long, PE  
Senior Associate

WRL/kem  
Enclosure

cc: Carol Modugno, Deputy Clerk, Mount Laurel Township  
Trish Hochreiter, Secretary, Mount Laurel Township Planning Board  
American Honda Motor Co., Inc.  
Nick Musumecchi, Project Manager, Alston Construction  
Alaimo Field Services Department

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**- Consulting Engineers -**

Civil • Structural • Mechanical • Electrical • Environmental • Planners



<b>THE ALAIMO GROUP</b> <b>200 High Street</b> <b>Mount Holly, NJ 08060</b>	<b>IMPROVEMENT BOND ESTIMATE</b>
<b>MUNICIPALITY</b> Mount Laurel Township 100 North Mount Laurel Road, Mount Laurel, NJ 08054	<b>PROJECT INFO:</b> Name: American Honda Motor Co. (Private Imp.) Proj. No.: M-0278-1824-000
<b>APPLICANT</b> American Honda Motor Co., Inc. 1919 Torrance Boulevard Torrance, CA 90501	Date: 12/12/19 Estimated by: BEE Checked by: WRL <b>Recommended Bond Amount: \$11,280.00</b>

(1) ITEM NO	(2) DESCRIPTION	(3) QTY	(4) UNIT PRICE	(5) COST OF INSTALLATION
<b>1</b>	<b>SOIL EROSION &amp; SEDIMENT CONTROL DEVICES</b>			
a.	Silt Fence	1750 LF	\$2.30	\$4,025.00
b.	Inlet Protection	5 UN	\$104.00	\$520.00
c.	Construction Entrance	1 UN	\$2,164.00	\$2,164.00
d.	Grading, Stabilization, and Drainage	0.2 AC	\$2,779.00	\$555.80
<b>2</b>	<b>PAVING</b>			
a.	Hot Mix Asphalt Surface Course (I-5), 2" Thick	860 SY	\$8.10	\$6,966.00
b.	Bituminous Stabilized Base Course (I-2), 5" Thick	860 SY	\$27.30	\$23,478.00
c.	Dense Graded Aggregate, 6" Thick	860 SY	\$12.70	\$10,922.00
<b>3</b>	<b>CONCRETE PAVEMENT</b>			
a.	8" Thick Reinforced Concrete	3240 SF	\$11.90	\$38,556.00
b.	Dense Graded Aggregate, 4" Thick	360 SY	\$9.60	\$3,456.00
<b>4</b>	<b>CONCRETE</b>			
a.	Concrete Curb (New) (6"x 8"x18")	50 LF	\$29.50	\$1,475.00
b.	Bollards, Steel, 6" Diameter, 6' Long	12 UN	\$104.00	\$1,248.00
c.	6" Thick Pad	65 SF	\$8.60	\$559.00
<b>5</b>	<b>STRIPING &amp; SIGNAGE</b>			
a.	Striping, Parking Lot, 4" Wide	270 LF	\$0.80	\$216.00
b.	Traffic Control Signs	3 UN	\$194.00	\$582.00
c.	Handicap Parking, Painting and Sign	4 UN	\$166.20	\$664.80
<b>6</b>	<b>BASIN ACCESS DRIVE</b>			
a.	Geo-Blocks	25 SY	\$13.90	\$347.50
b.	2" Thick Dense Graded Aggregate	25 SY	\$7.00	\$175.00
<b>7</b>	<b>STORM SYSTEM</b>			
a.	Ductile Iron Pipe, 16"	130 LF	\$195.00	\$25,350.00
b.	Reinforced Concrete Pipe, 24"	50 LF	\$118.00	\$5,900.00
<b>8</b>	<b>STORM INLETS &amp; MANHOLES</b>			
a.	4' Diameter Manhole, 0' - 6' Deep	2 UN	\$3,524.00	\$7,048.00
<b>9</b>	<b>MISCELLANEOUS STORM SEWER</b>			
a.	Preformed Scour Hole, 12" Thick Riprap	10 SY	\$76.40	\$764.00
b.	Low Flow Channel	100 SY	\$28.00	\$2,800.00
c.	Basin Outlet Structure, (Type E)	1 UN	\$6,947.00	\$6,947.00
d.	Headwall, 24"	2 UN	\$3,471.00	\$6,942.00
e.	Underground Detention System	1 UN	\$225,000.00	\$225,000.00
f.	Basin Excavation (On-Site Spoil)	1030 CY	\$11.10	\$11,433.00
<b>10</b>	<b>MISCELLANEOUS STRUCTURES</b>			
a.	Guidesail	360 LF	\$49.90	\$17,964.00
b.	Block Retaining Wall	1155 SF	\$20.00	\$23,100.00
c.	Timber Post/Wiwith Chain & Lock	1 UN	\$500.00	\$500.00
<b>11</b>	<b>LIGHTING</b>			
a.	Single, 69 Watt/LED, 30" High	1 UN	\$1,951.00	\$1,951.00
b.	Wall Mounted, 46 Watt/ LED	2 UN	\$500.00	\$1,000.00

<b>THE ALAIMO GROUP</b> <b>200 High Street</b> <b>Mount Holly, NJ 08060</b>	<b>IMPROVEMENT BOND ESTIMATE</b>
<b>MUNICIPALITY</b> Mount Laurel Township 100 North Mount Laurel Road, Mount Laurel, NJ 08054	<b>PROJECT INFO:</b> Name: American Honda Motor Co. (Private Imp.) Proj. No.: M-0278-1824-000
<b>APPLICANT</b> American Honda Motor Co., Inc. 1919 Torrance Boulevard Torrance, CA 90501	Date: 12/12/19 Estimated by: BEE Checked by: WRL <b>Recommended Bond Amount: \$11,280.00</b>

(1) ITEM NO	(2) DESCRIPTION	(3) QTY	(4) UNIT PRICE	(5) COST OF INSTALLATION
<b>12</b>	<b>LANDSCAPING</b>			
a.	Grasses	440 UN	\$10.00	\$4,400.00
b.	Topsoil, Fertilize, and Seed	150 SY	\$6.10	\$915.00
<b>13</b>	<b>MISCELLANEOUS</b>			
a.	4" Thick Rivertone	675 SY	\$9.60	\$6,480.00
b.	"Plain" Geotextile Fabric	675 SY	\$1.90	\$1,282.50
c.	As-Builts	1 LS	\$8,765.00	\$8,765.00
<b>ASSEMBLY No. 1425</b>				
<b>14</b>	<b>SAFETY AND STABILIZATION</b>	<b>1 LS</b>	<b>\$5,000.00</b>	<b>\$5,000.00</b>
<b>15</b>	<b>LANDSCAPING</b>			
a.	Grasses	440 UN	\$10.00	\$4,400.00
	<i>Cost of Bonded Items (Items 14 &amp; 15)</i>			<i>\$9,400.00</i>
	<i>Cost of Bonded Improvements (Cost of Bonded Items x 120%)</i>			<i>\$11,280.00</i>
Cost of Installation				\$454,451.60
Cost of Improvements (Cost of Installation x 120%)				\$545,341.92
Inspection Escrow				\$22,722.58

## NOTES:

- 1 Minimum allowable bond amount after reductions is 30% of original amount (per NJSA 40:55D-53e).
- 2 Applicant must contact our Chief of Field Services Department in writing 48 hours prior to start of construction and by telephone (609/267-8310) 24 hours prior to each restart of construction in order that we may schedule a field services representative for the project.
- 3 The above estimates are given for the purpose of allowing orderly periodic reduction of bond amounts as work progresses. The making of such estimates or the bond reduction based thereon shall not be taken or construed as an approval or acceptance of any work so estimated, even if any individual line item(s) shows 100% completion. Final acceptance does not occur until the release of the maintenance bond.





**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-180

**REGULAR MEETING**

**NOVEMBER 16, 2020**

**MOUNT LAUREL TOWNSHIP  
RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE GUARANTEE FOR  
ACE LANDSCAPING AND LAWN SERVICE D.B.A. EXPRESS TREE SERVICE,  
BLOCK 1005, LOT 2 PBP#1818**

**WHEREAS**, the Township has received a request for the release of the performance guarantee that was previously posted in connection with the above-referenced project; and

**WHEREAS**, by report dated November 11, 2020 attached hereto and made a part hereof, the Township Engineer has advised that the required improvements for the project were installed and are in satisfactory condition and has recommended that the performance guarantee in place for the project be released; and

**WHEREAS**, the Township Engineer has further advised that since the project involves a private site, a maintenance bond is not required; and

**WHEREAS**, the developer is required to pay all taxes, fees, and required escrow deposits which may be due and owing prior to the release of the performance guarantee.

**NOW, THEREFORE, BE IT RESOLVED** on this 16<sup>th</sup> day of November, 2020, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey, that, as recommended by the Township Engineer, the performance guarantee for Ace Landscaping and Lawn Service d.b.a. Express Tree Service, Block 1005, Lot 2 PBP#1818 is hereby released.

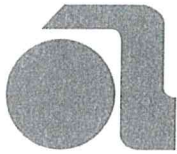
This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

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**Meredith Tomczyk, Municipal Clerk**

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
<b>Bobo</b>						
<b>Edelson</b>						
<b>Folcher</b>						
<b>Pritchett</b>						
<b>Steglik</b>						



## *Richard A. Alaimo Associates*

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-267-7452

November 11, 2020

Ms. Meredith Tomczyk, Township Manager/Clerk  
Mount Laurel Township  
100 North Mount Laurel Road  
Mount Laurel, NJ 08054

RE: PBP#1818  
Mount Laurel Township  
Ace Landscaping and Lawn Service  
d.b.a. Express Tree Service  
344 Texas Avenue  
Block 1005, Lot 2  
**Performance Guarantee**  
**Release Recommendation**  
Our File No. M-0278-1818-000

Dear Meredith:

At the request of the developer, we have evaluated the status of the required improvements associated with the performance guarantee in place for the referenced project. We found that all the required improvements installed by the developer are in satisfactory condition.

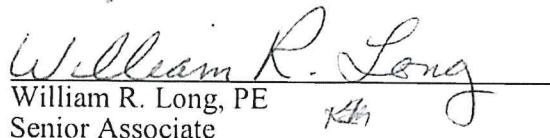
Based on the above, we recommend that the performance guarantee in place for this project be released. A copy of the performance guarantee is enclosed for your information. The developer shall pay all taxes, fees and required escrow deposits which may be due and owing prior to release of the Performance Guarantee. Since this is a private site, a maintenance bond is not required.

Please advise Council to pass a resolution authorizing the same for the next meeting.

Should you have any questions or require additional information, please contact our office.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES

  
William R. Long, PE  
Senior Associate

WRL/kem  
Enclosure

cc: Carol Modugno, Deputy Clerk, Mount Laurel Township  
Trish Hochreiter, Secretary, Mount Laurel Township Planning Board  
Joseph R. Perla (267 Amberfield Drive, Mount Laurel, NJ 08054)  
Alaimo Field Services Department

M:\Projects\M02781818000\Letters\Tomeczyk-Perf Guar Rel Recomm.docx

**- Consulting Engineers -**

Civil • Structural • Mechanical • Electrical • Environmental • Planners

<b>THE ALAIMO GROUP</b> <b>200 High Street</b> <b>Mount Holly, NJ 08060</b>	<b>IMPROVEMENT BOND ESTIMATE</b>
<b>MUNICIPALITY</b> Mount Laurel Township 100 N. Mount Laurel Road, Mount Laurel, NJ 08054	<b>PROJECT INFO:</b> Name: Express Tree Service Proj. No.: M-0278-1818-000
<b>APPLICANT</b> Ace Landscaping and Lawn Service, D.B.A. Espress Tree Services 267 Amberfield Drive Mount Laurel, NJ 08054	Date: 12/19/18 Estimated by: BEE Checked by: WRL <b>Recommended Bond Amount: \$21,097.40</b>

(1) ITEM NO	(2) DESCRIPTION	(3) QTY	(4) UNIT PRICE	(5) COST OF INSTALLATION
<b>1</b>	<b>SOIL EROSION &amp; SEDIMENT CONTROL DEVICES</b>			
a.	Silt Fence	300 LF	\$2.30	\$690.00
b.	Construction Entrance	1 UN	\$2,164.00	\$2,164.00
c.	Soil Erosion and Sediment Control, Non-Municipal Property	.5 AC	\$2,779.00	\$1,389.50
<b>2</b>	<b>STONE PARKING AREA</b>			
a.	Dense Graded Aggregate, 6" Thick	2295 SY	\$12.70	\$29,146.50
<b>3</b>	<b>PAVING</b>			
a.	Hot Mix Asphalt Surface Course (1-5), 2" Thick	390 SY	\$8.10	\$3,159.00
b.	Bituminous Stabilized Base Course (1-2), 3" Thick	390 SY	\$16.40	\$6,396.00
c.	Dense Graded Aggregate, 6" Thick	390 SY	\$12.70	\$4,953.00
<b>4</b>	<b>SIDEWALK</b>			
a.	Concrete Sidewalk (New), 4" Thick	985 SF	\$7.70	\$7,584.50
b.	2" Thick Dense Graded Aggregate	110 SY	\$7.20	\$792.00
<b>5</b>	<b>PAD</b>			
a.	6" Thick Reinforced Concrete	2440 SF	\$9.70	\$23,668.00
b.	Dense Graded Aggregate, 4" Thick	270 SY	\$9.60	\$2,592.00
<b>6</b>	<b>CONCRETE</b>			
a.	Concrete Bumper Block, Pinned	23 UN	\$75.20	\$1,729.60
b.	Bollards, Steel, 6" Diameter, 6' Long	3 UN	\$104.00	\$312.00
<b>7</b>	<b>STRIPING &amp; SIGNAGE</b>			
a.	Traffic Control Signs	1 UN	\$194.00	\$194.00
b.	Traffic Arrow - Painted	2 UN	\$129.00	\$258.00
c.	Handicap Parking, Painting and Sign	1 UN	\$166.20	\$166.20
<b>8</b>	<b>LANDSCAPING</b>			
a.	Deciduous Trees	4 UN	\$486.00	\$1,944.00
b.	Coniferous Trees	25 UN	\$395.00	\$9,875.00
c.	Topsoil, Fertilize, and Seed	3715 SY	\$6.10	\$22,661.50
<b>9</b>	<b>LIGHTING</b>			
a.	Single, LED/99 Watts, 16' Pole Mounted	1 UN	\$1,387.00	\$1,387.00
b.	Single, LED/99 Watts, 20' Pole Mounted	4 UN	\$1,785.00	\$7,140.00
c.	Single, LED/98 Watts, 20' Pole Mounted	1 UN	\$1,785.00	\$1,785.00
d.	Wall Mounted, LED/27 Watts	1 UN	\$500.00	\$500.00



<b>THE ALAIMO GROUP</b> <b>200 High Street</b> <b>Mount Holly, NJ 08060</b>	<b>IMPROVEMENT BOND ESTIMATE</b>
<b>MUNICIPALITY</b> Mount Laurel Township 100 N. Mount Laurel Road, Mount Laurel, NJ 08054	<b>PROJECT INFO:</b> Name: Express Tree Service Proj. No.: M-0278-1818-000
<b>APPLICANT</b> Ace Landscaping and Lawn Service, D.B.A. Espress Tree Services 267 Amberfield Drive Mount Laurel, NJ 08054	Date: 12/19/18 Estimated by: BEE Checked by: WRL <b>Recommended Bond Amount: \$21,097.40</b>

(1) ITEM NO	(2) DESCRIPTION	(3) QTY	(4) UNIT PRICE	(5) COST OF INSTALLATION
<b>ASSEMBLY, NO. 1425</b>				
10	<b>SAFETY AND STABILIZATION</b>	1 LS	\$5,762.17	\$5,762.17
11	<b>LANDSCAPE</b>			
a.	Deciduous Trees	4 UN	\$486.00	\$1,944.00
b.	Coniferous Trees	25 UN	\$395.00	\$9,875.00
Cost of Installation				\$130,486.80
Cost of Improvements (Cost of Installation x 120%)				\$156,584.16
Cost of Bonded Items (10 & 11)				\$17,581.17
Cost of Bonded Improvements (Cost of Bonded Items X 120%)				\$21,097.40
Inspection Escrow				\$6,524.34

## NOTES:

- 1 Minimum allowable bond amount after reductions is 30% of original amount (per NJSA 40:55D-53e).
- 2 Applicant must contact our Chief of Field Services Department in writing 48 hours prior to start of construction and by telephone (609/267-8310) 24 hours prior to each restart of construction in order that we may schedule a field services representative for the project.
- 3 The above estimates are given for the purpose of allowing orderly periodic reduction of bond amounts as work progresses. The making of such estimates or the bond reduction based thereon shall not be taken or construed as an approval or acceptance of any work so estimated, even if any individual line item(s) shows 100% completion. Final acceptance does not occur until the release of the maintenance bond.



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 20-R-181

REGULAR MEETING

NOVEMBER 16, 2020

**APPOINTMENT OF MEMBER TO LIBRARY BOARD OF TRUSTEES**

**BE IT RESOLVED** by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey, that the persons named herein be and are hereby appointed as members of Library Board of Trustees of Mount Laurel Township with terms as indicated:

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>TERM</u>
Regular Member, _____	1/1/20	12/31/22	Unexpired

This resolution was adopted at a meeting of the Township Council held on November 16, 2020 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
**Meredith Tomczyk, Municipal Clerk**

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
<b>Bobo</b>						
<b>Edelson</b>						
<b>Folcher</b>						
<b>Pritchett</b>						
<b>Steglik</b>						



**MOUNT LAUREL TOWNSHIP  
ORDINANCE #13-2020**

**AN ORDINANCE AMENDING THE CODE OF  
THE TOWNSHIP OF MOUNT LAUREL,  
CHAPTER 148 ("VEHICLES AND TRAFFIC")**

**BE IT ORDAINED** BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT LAUREL, COUNTY OF BURLINGTON, STATE OF NEW JERSEY, AS FOLLOWS:

**SECTION 1. Purpose and Intent.** The amendment(s) set forth herein shall serve the purpose of establishing reasonable and impartial regulations with regard to vehicular traffic within the Township of Mount Laurel.

**SECTION 2. Amendment(s).** Chapter 148 ("Vehicles and Traffic"), Article XIV ("Schedules"), Section 148-32 ("Schedule III: No Stopping or Standing") shall be amended so as to include the following locations within the existing table:

Name of Street	Side	Location
Mount Laurel Road	West	From the southerly curb line of New Jersey Route 38 to a point 200 feet south of Wagon Wheel Drive

**SECTION 3. Repealer.** Any and all other ordinances inconsistent with any of the terms and provisions of this ordinance are hereby repealed to the extent of such inconsistencies.

**SECTION 4. Severability.** In the event that any section paragraph, clause phrase, term, provision or part of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid or unenforceable for any reason, such judgment shall not effect, impair or invalidate the remainder thereof, but shall be confined in its operation to the section, paragraph, clause, term, provision or part thereof directly involved in the controversy in such judgment shall be rendered.

**SECTION 5. Effective Date.** This ordinance shall take effect upon final passage and publication as provided by law.

Introduction Date: November 16, 2020

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Bobo						
Edelson						
Folcher						
Pritchett						
Steglik						

Publication Date: November 19, 2020

Public Hearing Date: December 7, 2020

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Bobo						
Edelson						
Folcher						
Pritchett						
Steglik						

**TOWNSHIP OF MOUNT LAUREL**

BY: \_\_\_\_\_  
Irwin Edelson, Mayor

ATTEST:

\_\_\_\_\_  
Meredith Tomczyk, Township Clerk