

# *Glassboro Public Schools*



## **MEMO**

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To: Al Lewis

From: Michael Sloan

Date: July 23, 2025

Re: Borough of Glassboro Resolution No. 217-25 and Payment Agreement

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Recommend that the Board acknowledge Resolution No. 217-25, adopted by the Borough of Glassboro on July 22, 2025, and approve the Reimbursement/Payment Agreement between the Glassboro Board of Education and the Borough of Glassboro for Capital Improvement Projects. (attachment)

**RESOLUTION R: 217 - 25**

**RESOLUTION AUTHORIZING EXECUTION OF  
REIMBURSEMENT/PAYMENT AGREEMENT BETWEEN THE BOARD OF  
EDUCATION OF GLASSBORO AND THE BOROUGH OF GLASSBORO FOR  
CAPITAL IMPROVEMENT PROJECTS**

***WHEREAS***, the Borough of Glassboro has provided funding in the amount of Five Hundred Thousand Dollars (\$500,000.00) in the Municipal Capital Fund of the Borough's budget to be used to pay for BOE capital improvement projects, which include fencing for the Bullock School and for security door replacements throughout the school district buildings; and

***WHEREAS***, the Board of Education has agreed to be responsible for all of the planning, architectural, engineering and local public procurement bidding laws and requirements for both projects; and

***WHEREAS***, the governing body agrees that said Reimbursement/Payment Agreement is in the best interest of the Borough.

***NOW, THEREFORE, BE IT RESOLVED*** that the Borough Council of the Borough of Glassboro, County of Gloucester, and State of New Jersey hereby authorizes the execution of the attached Reimbursement/Payment Agreement Between the Board of Education of Glassboro and the Borough of Glassboro for Capital Improvement Projects.

***BE IT FURTHER RESOLVED*** that the Mayor, Borough Administrator or other authorized Borough officials are hereby authorized to execute said Reimbursement/Payment Agreement on behalf of the Borough.

***ADOPTED***, at a regular meeting of the Mayor and Council of the Borough of Glassboro in the County of Gloucester and State of New Jersey on July 22, 2025.

BOROUGH OF GLASSBORO

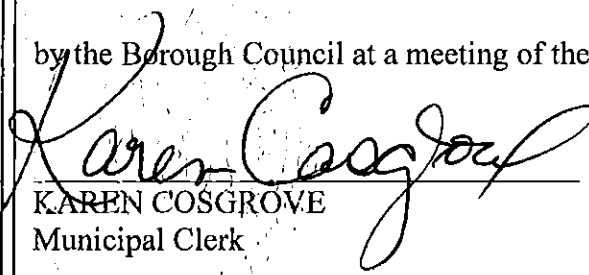
  
JOHN E. WALLACE, III, Mayor

Attest:

  
KAREN COSGROVE, Municipal Clerk

**CERTIFICATION**

I, Karen Cosgrove, Municipal Clerk of the Borough of Glassboro, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Glassboro held on July 22, 2025.

  
KAREN COSGROVE  
Municipal Clerk

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R: 217-25

**REIMBURSEMENT/PAYMENT AGREEMENT BETWEEN THE BOARD OF EDUCATION OF  
GLASSBORO AND THE BOROUGH OF GLASSBORO FOR CAPITAL IMPROVEMENT  
PROJECTS**

This Reimbursement/Payment Agreement (the "Agreement") is made as of the 22<sup>nd</sup> day of July, 2025 the "Effective Date", by and between the Board of Education of Glassboro with a mailing address of 560 Bowe Boulevard, Glassboro, New Jersey (the "BOE") and the Borough of Glassboro, New Jersey, a municipal corporation formed and operating under the laws of the State of New Jersey with a mailing address of 1 South New Street, Glassboro, New Jersey 08028 (the "Borough," collectively, the "Parties," and each sometimes referred to herein as a "Party").

**RECITALS**

WHEREAS, pursuant to New Jersey statutes, the Borough has provided funding in the amount of Five Hundred Thousand Dollars (\$500,000.00) in the Municipal Capital Fund of the Borough's budget to be used to pay for BOE capital improvement projects, which include fencing for the Bullock School, for security door replacements throughout the school district buildings and for various other capital projects; and

WHEREAS, the BOE has agreed to be responsible for all of the planning, architectural, engineering and local public procurement bidding laws and requirements for both projects; and

WHEREAS, the BOE shall, upon compliance with the appropriate local school bidding processes, award contracts for said work; and

WHEREAS, the BOE shall submit all appropriate awarding Resolutions, bid contract documents and invoices, to the Borough for payment of said costs and expenses in a total amount not to exceed \$500,000.00; and

WHEREAS, the Borough has agreed to provide the funding to enable the BOE's completion of the two (2) capital improvement projects and various other capital projects; and

WHEREAS, since the BOE has agreed to take on the full legal and management responsibilities for the capital improvement projects, the Borough agrees to pay for the BOE's professional planning, design, engineering and construction costs associated with the two (2) capital improvement projects and various other capital projects pursuant to the terms hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **BOE'S Capital Improvement Projects.** The Borough hereby agrees to reimburse the BOE for all reasonable, necessary and direct fees and out-of-pocket costs and expenses incurred by the BOE in connection with the negotiation, documentation, planning, design, engineering and construction and completion of the two (2) capital improvement projects as stated herein and various other capital projects. Such costs and expenses shall include the BOE's employment of required Professionals, including but not limited to licensed Architects and Engineers, to design, plan and oversee bidding and the two (2) completion of the capital improvement projects and various other capital projects.
2. **Procedure for Reimbursement.** The School Board shall give written notice to the Borough (a "Reimbursement Request") indicating: (a) the amount of any costs/expenses to be paid by the Borough and (b) substantiation of such costs, including contracts, invoices or receipts from the professionals/vendors to be paid by the Borough.

3. **Notices.** All notices or other communications required or permitted hereunder, shall, unless otherwise provided herein, be in writing, and shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, to the address set forth on the signature page of this Agreement. Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Any Party may change its address for purposes of this subsection by giving written notice of such change to the other Party in the manner provided in this Section.
4. **Governing Law.** This Agreement is made subject to and shall be construed under the laws of the State of New Jersey, without giving effect to its principles or rules regarding conflicts of laws. In the event of any litigation hereunder, the prevailing Party shall be entitled to costs and reasonable attorney's fees.
5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each Party agrees to be bound by its facsimile or PDF signature of this Agreement.
6. **Authority.** Each Party has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing (or causing the discharge and performance of) all covenants and obligations on its part to be performed under and pursuant to this Agreement. The execution, delivery and performance by each Party of this

Agreement, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary action on the part of such Party, no other action on the part of such Party being necessary.

7. **Successor and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

*[ Signature Page Follows Immediately ]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

**THE BOROUGH:**

The Borough of Glassboro, New Jersey

By:

Name: John E. Wallace III

Its: Mayor

Address:

1 S. Main St.  
Glassboro, NJ  
08028

**School Board of the Borough of  
Glassboro**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Address:

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