

**NOT FOR PUBLICATION WITHOUT THE  
APPROVAL OF THE APPELLATE DIVISION**

This opinion shall not "constitute precedent or be binding upon any court."  
Although it is posted on the internet, this opinion is binding only on the  
parties in the case and its use in other cases is limited. R. 1:36-3.

SUPERIOR COURT OF NEW JERSEY  
APPELLATE DIVISION  
DOCKET NO. A-5423-15T2

TOWNSHIP OF EAST GREENWICH,

Plaintiff-Respondent,

v.

RONALD ZECK, JR.; ELAINE ZECK;  
E&Z CONSTRUCTION, INC.; E&Z  
CONSTRUCTION, LLC; NAR FARMS, LLC;  
BEAZER HOMES CORPORATION; KINGS  
LAKE, LLC; and ROBERT J. PACILLI,  
jointly, severally, and in  
the alternative,

Defendants,

and

BEZR HOMES, LLC,

Defendant-Appellant.

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Submitted September 27, 2017 – Decided November 30, 2017

Before Judges Nugent and Currier.

On appeal from Superior Court of New Jersey,  
Law Division, Gloucester County, Docket No.  
L-1268-13.

Ware, Streit & Thompson, attorneys for  
appellant (Gary D. Thompson, on the brief).

Mark B. Shoemaker, attorney for respondent.

PER CURIAM

Plaintiff, the Township of East Greenwich, filed this action to compel defendant BEZR Homes, LLC, its principal, and others, to convey to the Township three lots, as required by the Township Planning Board's resolution granting to BEZR's predecessor preliminary and final major site plan approval for a cluster development. BEZR does not seek to have the Board's approval of the development application vacated. Rather, BEZR contends that discussions between its principal and others acting on its behalf on the one hand, and certain Township employees and representatives on the other, made clear the conveyance of the three lots was conditional, even though the conditions did not appear in the Planning Board's resolution. BEZR insists plaintiff is estopped from seeking the transfer.


Judge Jean B. McMaster granted summary judgment in favor of plaintiff. We affirm, substantially for the reasons expressed by Judge McMaster in her March 10, 2016 written opinion. We add only this. Dispositive of the issues raised by BEZR are certain fundamental tenets of municipal law: a public body may only contract within its express or implied powers; generally, public bodies "may only act by resolution or ordinance"; and, "those who deal with a municipality are charged with notice of limitations

imposed by law upon the exercise of [a municipal body's] power."  
Kress v. La Villa, 335 N.J. Super. 400, 410 (App. Div. 2000)  
(quoting Midtown Props., Inc. v. Twp. of Madison, 68 N.J. Super.  
197, 208 (Law Div. 1961)), certif. denied, 168 N.J. 289 (2001).  
BEZR's arguments represent the antithesis of these principles.

BEZR's arguments are without sufficient merit to warrant  
further discussion. R. 2:11-3(e)(1)(E).

Affirmed.

I hereby certify that the foregoing  
is a true copy of the original on  
file in my office.

  
CLERK OF THE APPELLATE DIVISION