

ATTENTION

Attached is the Township Council packet. This packet is posted online as a courtesy to the public.

Please take note that packets are generally posted the Monday prior to the Tuesday meeting. If there are any changes, additions or deletions made between the time of the packet posting and the meeting, same may not be reflected within this packet.

Subsequent to the packet posting, should you require additional information or a copy of a public document that is the subject of the meeting that was not available at the time of the packet posting, but is available prior to the meeting, you may contact the Township Clerk's Office via email at swooding@willingboronj.gov or by calling 609-877-2200 Extension 1028.

Subsequent to the Council meeting, you may request documents by filing an Open Public Records Act (OPRA) request. You may obtain an OPRA form by going to the Township's website, www.willingboronj.gov, and typing OPRA in the search engine. Once you complete the online form and click SUBMIT, your request is automatically forwarded to the Township Clerk for response (within seven (7) business days).

Thank you,

Sarah Wooding

Sarah Wooding, RMC
Township Clerk

**WILLINGBORO TOWNSHIP COUNCIL
AGENDA
NOVEMBER 6, 2019--WEDNESDAY**

7:00PM
Call to order
Flag Salute
Statement
Roll Call

MANAGER'S REPORT

PUBLIC COMMENT

ORDINANCE

**ORDINANCE 2019-11 --PUBLIC HEARING
AN ORDINANCE OF THE TOWNSHIP OF WILLINGBORO ESTABLISHING
AN ELECTRIC AND/OR NATURAL GAS AGGREGATION PROGRAM**

NOTICE

Notice is hereby given that the foregoing Ordinances 2019-11 was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, State of New Jersey, held on October 1, 2019 and will be considered for second reading and final passage at the regular meeting of said Township Council to be held on the November 6, 2019 at 7 p.m. or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at One Rev. Dr. M. L. King, Jr. Drive, Willingboro, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning these ordinances. Copies will be made available at the Township Clerk's office in the Municipal Building to the members of the general public who shall request the same.

ORDINANCE 2019- 13 --PUBLIC HEARING

**AN ORDINANCE AMENDING AND SUPPLEMENTING THE WILLINGBORO
TOWNSHIP CODE, CHAPTER 150 FEES, ARTICLE VII DEPARTMENT OF
INSPECTIONS FEES**

NOTICE

Notice is hereby given that the foregoing Ordinances 2019-13 was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, State of New Jersey, held on October 23, 2019 and will be considered for second reading and final passage at the regular meeting of said Township Council to be held on the November 6, 2019 at 7 p.m. or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at One Rev. Dr. M. L. King, Jr. Drive, Willingboro, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning these ordinances. Copies will be made available at the Township Clerk's office in the Municipal Building to the members of the general public who shall request the same.

ORDINANCE 2019- 14—PUBLIC HEARING

AN ORDINANCE AMENDING AND SUPPLEMENTING THE WILLINGBORO TOWNSHIP CODE, CHAPTER 319, STORAGE UNITS, TEMPORARY, ARTICLE VI, PERMIT FEE; RENEWAL; DISPLAY OF PERMIT

NOTICE

Notice is hereby given that the foregoing Ordinances 2019-14 was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, State of New Jersey, held on October 23, 2019 and will be considered for second reading and final passage at the regular meeting of said Township Council to be held on the November 6, 2019 at 7 p.m. or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at One Rev. Dr. M. L. King, Jr. Drive, Willingboro, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning these ordinances. Copies will be made available at the Township Clerk's office in the Municipal Building to the members of the general public who shall request the same.

ORDINANCE 2019- 15—PUBLIC HEARING

AN ORDINANCE AMENDING AND SUPPLEMENTING THE WILLINGBORO TOWNSHIP CODE, CHAPTER 150 FEES, ARTICLE VI UNIFORM CONSTRUCTION CODE FEES

NOTICE

Notice is hereby given that the foregoing Ordinances 2019-15 was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, State of New Jersey, held on October 23, 2019 and will be considered for second reading and final passage at the regular meeting of said Township Council to be held on the November 6, 2019 at 7 p.m. or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at One Rev. Dr. M. L. King, Jr. Drive, Willingboro, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning these ordinances. Copies will be made available at the Township Clerk's office in the Municipal Building to the members of the general public who shall request the same.

ORDINANCE 2019- 16—PUBLIC HEARING

AN ORDINANCE AMENDING AND SUPPLEMENTING THE WILLINGBORO TOWNSHIP CODE, CHAPTER 370 ZONING, ARTICLE XX, ADMINISTRATION AND ENFORCEMENT

NOTICE

Notice is hereby given that the foregoing Ordinances 2019-16 was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, State of New Jersey, held on October 23, 2019 and will be considered for second reading and final passage at the regular meeting of said Township Council to be held on the November 6, 2019 at 7 p.m. or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at One Rev. Dr. M. L. King, Jr. Drive, Willingboro, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning these ordinances. Copies will be made available at the Township Clerk's office in the Municipal Building to the members of the general public who shall request the same.

ORDINANCE 2019- 17—PUBLIC HEARING

AN ORDINANCE AMENDING AND SUPPLEMENTING THE WILLINGBORO TOWNSHIP CODE, CHAPTER 150 FEES, ARTICLE II FEES APPLICABLE TO ALL DEPARTMENTS

NOTICE

Notice is hereby given that the foregoing Ordinances 2019-17 was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, State of New Jersey, held on October 23, 2019 and will be considered for second reading and final passage at the regular meeting of said Township Council to be held on the November 6, 2019 at 7 p.m. or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at One Rev. Dr. M. L. King, Jr. Drive, Willingboro, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning these ordinances. Copies will be made available at the Township Clerk's office in the Municipal Building to the members of the general public who shall request the same.

ORDINANCE NO. 2019-18—PUBLIC HEARING

AN ORDINANCE AUTHORIZING THE AMENDMENT OF A FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION BETWEEN THE TOWNSHIP OF WILLINGBORO AND WILLINGBORO RETAIL URBAN RENEWAL, LLC

NOTICE

Notice is hereby given that the foregoing Ordinances 2019-18 was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, State of New Jersey, held on October 23, 2019 and will be considered for second reading and final passage at the regular meeting of said Township Council to be held on the November 6, 2019 at 7 p.m. or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at One Rev. Dr. M. L. King, Jr. Drive, Willingboro, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning these ordinances. Copies will be made available at the Township Clerk's office in the Municipal Building to the members of the general public who shall request the same.

ORDINANCE NO. 2019-19—PUBLIC HEARING

AN ORDINANCE AUTHORIZING THE AMENDMENT OF A FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION BETWEEN THE TOWNSHIP OF WILLINGBORO AND WILLINGBORO TOWN CENTER URBAN RENEWAL SEARS, LLC

NOTICE

Notice is hereby given that the foregoing Ordinances 2019-19 was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, State of New Jersey, held on October 23, 2019 and will be considered for second reading and final passage at the regular meeting of said Township Council to be held on the November 6, 2019 at 7 p.m. or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at One Rev. Dr. M. L. King, Jr. Drive, Willingboro, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning these ordinances. Copies will be made available at the Township Clerk's office in the Municipal Building to the members of the general public who shall request the same.

ORDINANCE NO. 2019-20—PUBLIC HEARING

AN ORDINANCE AUTHORIZING THE AMENDMENT OF A FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION BETWEEN THE TOWNSHIP OF WILLINGBORO AND WILLINGBORO TOWN CENTER URBAN RENEWAL NORTH, LLC

NOTICE

Notice is hereby given that the foregoing Ordinances 2019-20 was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, State of New Jersey, held on October 23, 2019 and will be considered for second reading and final passage at the regular meeting of said Township Council to be held on the November 6, 2019 at 7 p.m. or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at One Rev. Dr. M. L. King, Jr. Drive, Willingboro, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning these ordinances. Copies will be made available at the Township Clerk's office in the Municipal Building to the members of the general public who shall request the same.

**ORDINANCE 2019—21—FIRST READING
ORDINANCE OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY PROVIDING FOR HE RE-APPROPRIATION OF \$75,000 IN UNUSED DEBT AUTHORIZATIONS NOT NEEDED FOR THEIR ORIGINAL PURPOSES IN ORDER TO PROVIDE FOR IMPROVEMENTS, RENOVATIONS, F&E TO MUNICIPAL BUILDINGS**

NOTICE

Notice is hereby given that the foregoing Ordinances 2019-21 was introduced and passed on first reading at a regular meeting of the Township Council of the Township of Willingboro, in the County of Burlington, State of New Jersey, held on November 6, 2019 and will be considered for second reading and final passage at the regular meeting of said Township Council to be held on the December 3, 2019 at 7 p.m. or as soon thereafter as this matter can be reached, at the meeting room of the Municipal Building located at One Rev. Dr. M. L. King, Jr. Drive, Willingboro, New Jersey, at which time all persons interested shall be given an opportunity to be heard concerning these ordinances. Copies will be made available at the Township Clerk's office in the Municipal Building to the members of the general public who shall request the same.

RESOLUTIONS

- Res. 2019—182 RESOLUTION AUTHORIZING THE APPROVAL OF VOUCHERS FOR PAYMENT & RATIFICATION
- Res. 2019—183 RESOLUTION AUTHORIZING REFUNDS FOR OVERPAYMENTS OF TAXES
- Res. 2019—184 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING PAYMENT OF CERTIFICATE NO. 3 FINAL AND RELEASING RETAINAGE TO TWO BROTHERS CONTRACTING, INC. FOR THE JOHN F. KENNEDY COMMUNITY CENTER AUDITORIUM DEMOLITION
- Res. 2019—185 RESOLUTION MANDATING DIRECT DEPOSIT OF TOWNSHIP OF WILLINGBORO MUNICIPAL EMPLOYEES' NET PAY
- Res. 2019—186 RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR ACCUMULATED ABSENCE LIABILITY TRUST FUND REQUIRED BY N.J.A.C. 5:30-15
- Res. 2019—187 RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR THE REPLACEMENT OF THE WILLINGBORO PUBLIC LIBRARY FIRE ALARM SYSTEM
- Res. 2019—188 RESOLUTION CALLING FOR STUDY COMMISSION TO REVIEW THE OPEN PUBLIC RECORDS ACT
- Res. 2019—189 RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF WESTAMPTON FOR THE PROVISION OF ANIMAL CONTROL SERVICES
- Res. 2019—190 EXECUTIVE SESSION (IF NEEDED)

TREASURER'S REPORT APPROVAL AND ADOPTION

OLD BUSINESS: NONE

NEW BUSINESS:

Public comment

Council comment
Adjournment

**ALL BUSINESS ITEMS ARE TENTATIVE PENDING THE REVIEW AND APPROVAL
OF THE LAW DEPARTMENT**

AN ORDINANCE AMENDING AND SUPPLEMENTING THE WILLINGBORO TOWNSHIP CODE, CHAPTER 150 FEES, ARTICLE VII DEPARTMENT OF INSPECTIONS FEES

Chapter 150: Fees. Article VII Department of Inspections Fees

§ 150-7. Department of Inspection Fees.

Purpose	Fee
Flatwork Permits	\$50.00

Sarah Wooding, RMC, Township Clerk

Martin Nock, Mayor

AN ORDINANCE AMENDING AND SUPPLEMENTING THE WILLINGBORO TOWNSHIP CODE, CHAPTER 319, STORAGE UNITS, TEMPORARY, ARTICLE VI, PERMIT FEE; RENEWAL; DISPLAY OF PERMIT

Chapter 319. Storage Units, Temporary. Article VI Permit Fee; Renewal; Display of Permit

§ 319-6. Permit fee; renewal; display of permit.

A permit fee is hereby established as follows: for each 60 day period, a written application must be made to the Department of Inspections by the owner, occupant, agent, firm or corporation and the permit fee paid prior to any container being stored at a property. The permit fee shall be as provided in §150-7, payable to the Department of Inspections. Prior to the end of the original 60 days, the owner, occupant, agent, firm or corporation must make written application to the Department of Inspections for renewal, and the additional renewal fee as provided in §150-7 must be paid. The permit shall be posted conspicuously on the property so it is easily viewable and visible from the street.

Sarah Wooding, RMC, Township Clerk

Martin Nock, Mayor

Public Hearing

ORDINANCE 2019- 15

**AN ORDINANCE AMENDING AND SUPPLEMENTING THE WILLINGBORO
TOWNSHIP CODE, CHAPTER 150 FEES, ARTICLE VI UNIFORM CONSTRUCTION
CODE FEES**

Chapter 150. Fees. Article VI Uniform Construction Code Fees

§ 150-6. Uniform Construction Code Fees.

(15) Fee Waiver. The Township Council may by Resolution waive the payment of any fees provided for in this Chapter where an application is brought for any permit provided for in the Chapter for property owned by the Willingboro Board of Education, the Willingboro Municipal Utilities Authority, or any other local or county public entity or agent for any of these public entities.

Sarah Wooding, RMC, Township Clerk

Martin Nock, Mayor

Public Hearing

ORDINANCE 2019- 16

AN ORDINANCE AMENDING AND SUPPLEMENTING THE WILLINGBORO TOWNSHIP CODE, CHAPTER 370 ZONING, ARTICLE XX, ADMINISTRATION AND ENFORCEMENT

Chapter 370. Zoning. Article XX Administration and Enforcement

§ 370-108. Certificates and permits.

F. Flatwork Permits. Applications for any concrete flatwork shall be made to the Zoning Officer and approved prior to the issuance of a zoning flatwork permit. The following work activities are defined as flatwork:

- (1) Patios/Porches
- (2) Stoops
- (3) Concrete Pads
- (4) Concrete Driveway
- (5) Service walk/Sidewalks (Private Property)

The fee for a Flatwork permit shall be as provided in § 150-7 of the Code of the Township of Willingboro.

Sarah Wooding, RMC, Township Clerk

Martin Nock, Mayor

AN ORDINANCE AMENDING AND SUPPLEMENTING THE WILLINGBORO TOWNSHIP CODE, CHAPTER 150 FEES, ARTICLE II FEES APPLICABLE TO ALL DEPARTMENTS

Chapter 150. Fees. Article II Fees Applicable to all departments

§ 150-2. Fees applicable to all departments.

Amend § 150-2

A. Returned check charge. A fee of \$35 in addition to any fee charged to the Township by the bank maintaining the Township's account shall be charged on any returned check.

Sarah Wooding, RMC, Township Clerk

Martin Nock, Mayor

AN ORDINANCE AUTHORIZING THE AMENDMENT OF A FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION BETWEEN THE TOWNSHIP OF WILLINGBORO AND WILLINGBORO RETAIL URBAN RENEWAL, LLC

WHEREAS, the Township entered into a Redevelopment Agreement with ReNEWal Willingboro, L.L.C. ("ReNEWal"), dated 1998, as amended (the "Master Redevelopment Agreement"), providing for mixed-use development (the "Master Project") on the site of the former Willingboro Plaza shopping center, a 56-acre parcel within the Redevelopment Area that was formerly identified on the Township's tax maps as Block 3, Lot 4.01 (the "the Property") and in need of development; and

WHEREAS, the Property is located in an "area in need of redevelopment" as defined in and pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the "Redevelopment Law").

WHEREAS, ReNEWal created Willingboro Urban ReNEWal, L.L.C. ("ReNEWal"), an urban renewal entity as defined in the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "Tax Exemption Law"); and

WHEREAS, the Tax Exemption Law permits a municipality to exempt from the payment of real estate taxes, for a limited period of time, a project made in the redevelopment of a redevelopment area and owned by an urban renewal entity, subject to the terms and conditions of a financial agreement complying with the requirements of the Tax Exemption Law set forth at N.J.S.A. 40A:20-9 to 11.

WHEREAS, the Township granted ReNEWal a Long Term Tax Exemption by Resolution No. 2000-110 duly adopted on August 22, 2000, for the Master Project pursuant to the Tax Exemption Law; and

WHEREAS, ReNEWal and the Township entered into a Financial Agreement for Long Term Tax Exemption dated December 11, 2000 (the "Original Financial Agreement"); and

WHEREAS, ReNEWal sold a portion of the subdivided ReNEWal Site comprising approximately 4.014 acres of land, which property appears on the Township's current tax map as Block 3, Lot 4.08 (the "Property") to Willingboro Town Center Urban Renewal South, LLC ("Prior Owner"); and

WHEREAS, the Property is located in an "area in need of redevelopment" as defined in and pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law").

WHEREAS, the Tax Exemption Law permits a municipality to exempt from the payment of real estate taxes, for a limited period of time, a project made in the redevelopment of a redevelopment area and owned by an urban renewal entity, subject to the terms and conditions

of a financial agreement complying with the requirements of the Tax Exemption Law set forth at N.J.S.A. 40A:20-9 to 11.

WHEREAS, the Township granted a tax exemption for the Property pursuant to that certain Financial Agreement for Long Term Tax Exemption dated as of December 11, 2000 (the "Original Financial Agreement") between the Township and ReNEWal.

WHEREAS, in connection with the sale to Prior Owner, it sought to assume from ReNEWal's interest in the Original Financial Agreement pursuant to that certain Assignment of Financial Agreement for Long Term Tax Exemption dated as of February 22, 2005 between ReNEWal, as assignor, and Prior Owner, as assignee, with the consent of the Township (together with the Original Financial Agreement, the "Project Financial Agreement").

WHEREAS, Prior Owner subsequently redeveloped the Property and completed the Project in accordance with the Redevelopment Plan and the Delco Redevelopment Agreement;

WHEREAS, Prior Owner agreed to sell the Project Site to Willingboro Retail Urban Renewal, LLC (the "Entity"), an urban renewal entity, as defined in the Tax Exemption Law.

WHEREAS, in connection with that transaction, Prior Owner sought to assign to the Entity, and the Entity would assume from Prior Owner its obligations under the Financial Agreement as to the Property.

WHEREAS, by Ordinance 2015-8 the Township consented to the assignment by Prior Owner to the Entity of Prior Owner's interest, rights, and obligations in the Original Financial Agreement, sometimes referred to as the "Financial Agreement" with respect to the Property.

WHEREAS, the Entity and the Township now desire to amend the Financial Agreement pursuant to the terms of this Amendment.

NOW, THEREFORE, be it ordained by the Council of the Township of Willingboro that:

1. The Council consents to the terms of the amendment of the Financial Agreement between the Township of Willingboro and Willingboro Retail Urban Renewal, LLC, pursuant to the agreement attached hereto; and

2. All other terms of the Original Financial Agreement not amended by the attached agreement shall remain unaltered and in effect. The terms of the amendment of the Financial Agreement attached hereto shall become effective upon execution by the parties.

3. The Council hereby authorizes and directs the Mayor of the Township to execute, on behalf of the Township, the agreement attached hereto as Exhibit "A" as evidence of the Township's consent to the amendment to the Financial Agreement; and

4. The Township Clerk is hereby authorized to forward a certified true copy of this Ordinance to Willingboro Retail Urban Renewal, LLC, the Township Tax Assessor and the Director of the Division of Local Government Services.

5. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof.

6. All ordinances or parts of ordinances of the Township of Willingboro heretofore adopted that are inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

7. This ordinance shall take effect immediately upon its final passage and notice of the adoption shall be published as provided by law.

Sarah Wooding, RMC
Clerk

Martin Nock, Mayor

SOUTH PAD

AMENDMENT TO FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION

THIS AMENDMENT TO FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION ("Amendment") is effective as of this ____ day of _____, 2019, by and between WILLINGBORO RETAIL URBAN RENEWAL, LLC, (the "Entity"), a limited liability company organized under the laws of the State of New Jersey and qualified as an urban renewal entity under the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et seq., (the "Tax Exemption Law"), having its principal office at 307 Fellowship Rd., Ste 300, Mt. Laurel, NJ 08054, and the TOWNSHIP OF WILLINGBORO (the "Township"), a municipal corporation of the State of New Jersey, having offices at 1 Rev. Dr. Martin Luther King Jr. Drive, Willingboro, New Jersey 08046.

Background

WHEREAS, ReNEWal and Willingboro Urban Renewal ("WUR"), as seller, sold to Willingboro Town Center Urban Renewal South, LLC ("Prior Owner"), as purchaser, a portion of the subdivided ReNEWal Site comprising approximately 4.014 acres of land, which property appears on the Township's current tax map as Block 3, Lot 4.08 (the "Property").

WHEREAS, the Property is located in an "area in need of redevelopment" as defined in and pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law").

WHEREAS, the Tax Exemption Law permits a municipality to exempt from the payment of real estate taxes, for a limited period of time, a project made in the redevelopment of a redevelopment area and owned by an urban renewal entity, subject to the terms and conditions of a financial agreement complying with the requirements of the Tax Exemption Law set forth at N.J.S.A. 40A:20-9 to 11.

WHEREAS, the Township granted a tax exemption for the Property pursuant to that certain Financial Agreement for Long Term Tax Exemption dated as of December 11, 2000 (the "Original Financial Agreement") between the Township and WUR.

WHEREAS, in connection with the sale to Prior Owner, it sought to assume from WUR, WUR's interest in the Original Financial Agreement pursuant to that certain Assignment of Financial Agreement for Long Term Tax Exemption dated as of February 22, 2005 between WUR, as assignor, and Prior Owner, as assignee, with the consent of the Township (together with the Original Financial Agreement, the "Project Financial Agreement").

WHEREAS, Prior Owner subsequently redeveloped the Property and completed the Project in accordance with the Redevelopment Plan and the Delco Redevelopment Agreement;

WHEREAS, Prior Owner agreed to sell the Project Site to Willingboro Retail Urban Renewal LLC (the "Entity"), an urban renewal entity, as defined in the Tax Exemption Law.

WHEREAS, in connection with that transaction, Prior Owner sought to assign to the Entity, and the Entity would assume from Prior Owner its obligations under the Financial Agreement as to the Property.

WHEREAS, by Ordinance 2015-8 the Township consented to the assignment by Prior Owner to the Entity of Prior Owner's interest, rights, and obligations in the Original Financial Agreement, sometimes referred to as the "Financial Agreement" with respect to the Property.

WHEREAS, the Entity and the Township now desire to amend the Financial Agreement pursuant to the terms of this Amendment.

Agreements

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and without amending the Financial Agreement in any other respect, the Entity and the Township hereby amend the Financial Agreement as follows:

1. Initially capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Assignment.

2. Notwithstanding anything to the contrary contained in the Financial Agreement, Section 4(f) of the Original Financial Agreement, as to the Property only, is deleted as to the Years 11-15 Annual Service Charge ("ASC") and replaced as follows:

"4(f). Unless the provisions of Paragraph (g) of this section apply, the schedule of ASC payments over the term of this Agreement shall be as follows:

<u>Stage</u>	<u>ASC</u>
Years 11-15	The greater of the year 9 ASC or 50% of the taxes otherwise due on the value of land and improvements, but not to exceed a total of \$97,000 including assessment.

The parties acknowledge and agree that calendar year 2019 will be year 11 of the term of the Agreement for all purposes of the Agreement, as amended hereby, including without limitation Section 4(f) of the Agreement.

3. The parties hereby ratify and confirm their obligations under the Financial Agreement, as amended hereby. Additionally, the parties further confirm and ratify that, as of the date hereof, the Financial Agreement is and remains in good standing and in full force and effect and each party has no claims, counterclaims, set-offs or defenses against the other arising out of the Financial Agreement.

4. Except as specifically set forth in this Amendment, all other terms, covenants and conditions set forth in the Financial Agreement remain unaltered and in full force and effect. If any inconsistency or conflict exists or arises between the terms of the Financial Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

5. This Amendment shall be governed by the laws of the State of New Jersey.

6. This Amendment, together with the Financial Agreement and the Assignment, constitutes the entire agreement between the Entity and the Township regarding the subject matter contained herein and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreement or understandings.

7. The Background section set forth above is incorporated by reference as if set forth in full in the body of this Amendment.

8. The parties agree further that **WILLINGBORO RETAIL URBAN RENEWAL, LLC** shall submit the attached chapter 91 form to the Willingboro Tax assessor by June 1st of each year for review of the same. Furthermore, by execution of this document **WILLINGBORO RETAIL URBAN RENEWAL, LLC** agrees that if such annual income from base rent only for the Property exceeds *****\$472,060.00** for the Years 11-15 this amendment, "*[t]he greater of the year 9 ASC or 50% of the taxes otherwise due on the value of land and improvements*", shall revert back to the original terms of the Financial agreement at the time of such findings as follows:

"Years 11-15 The greater of the year 10 ASC or 65% of the taxes otherwise due on the value of land and improvements."

10. This Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment, effective as of the date first above written.

Witnessed:

By: **WILLINGBORO RETAIL URBAN RENEWAL, LLC**

By: _____

By: _____

Authorized Signatory

ATTEST:

THE TOWNSHIP OF WILLINGBORO

Sarah Wooding, Clerk

By: _____
Martin Nock, Mayor

Public Hearing

ORDINANCE NO. 2019- 19

AN ORDINANCE AUTHORIZING THE AMENDMENT OF A FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION BETWEEN THE TOWNSHIP OF WILLINGBORO AND WILLINGBORO TOWN CENTER URBAN RENEWAL SEARS, LLC

WHEREAS, the Township entered into a Redevelopment Agreement with ReNEWal Willingboro, L.L.C. (“ReNEWal”), dated 1998, as amended (the “Master Redevelopment Agreement”), providing for mixed-use development (the “Master Project”) on the site of the former Willingboro Plaza shopping center, a 56-acre parcel within the Redevelopment Area that was formerly identified on the Township’s tax maps as Block 3, Lot 4.01 (the “the Property”) and in need of development; and

WHEREAS, the Property is located in an “area in need of redevelopment” as defined in and pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “Redevelopment Law”).

WHEREAS, ReNEWal created Willingboro Urban ReNEWal, L.L.C. (“Prior Owner”), an urban renewal entity as defined in the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “Tax Exemption Law”); and

WHEREAS, the Tax Exemption Law permits a municipality to exempt from the payment of real estate taxes, for a limited period of time, a project made in the redevelopment of a redevelopment area and owned by an urban renewal entity, subject to the terms and conditions of a financial agreement complying with the requirements of the Tax Exemption Law set forth at N.J.S.A. 40A:20-9 to 11.

WHEREAS, the Township granted Prior Owner a Long Term Tax Exemption by Resolution No. 2000-110 duly adopted on August 22, 2000, for the Master Project pursuant to the Tax Exemption Law; and

WHEREAS, Prior Owner and the Township entered into a Financial Agreement for Long Term Tax Exemption dated December 11, 2000 (the “Original Financial Agreement”); and

WHEREAS, Prior Owner sold a portion of the subdivided ReNEWal Site comprising approximately 3.74 acres currently designated as Block 3, Lot 4.07 on the official tax map of the Township of Willingboro, County of Burlington, State of New Jersey and consisting of (the “Property”). (the “Property”) to Willingboro Town Center Urban Renewal Sears, LLC (“the Entity”); and

WHEREAS, the Prior Owner assigned to the Entity, and the Entity assumed from Prior Owner, Prior Owner’s obligations under the Financial Agreement as to the Property pursuant to that certain Assignment of Financial Agreement for Long Term Tax Exemption dated, May 26, 2005, between Prior Owner, as assignor, and the Entity, as assignee (the “Assignment”).

WHEREAS, the Original Financial Agreement as to the Property, as amended by the Assignment is sometimes referred to as the “Financial Agreement.”

WHEREAS, the Entity and the Township now desire to amend the Financial Agreement pursuant to the terms of the Amendment attached hereto.

NOW, THEREFORE, be it ordained by the Council of the Township of Willingboro that:

1. The Council consents to the terms of the amendment of the Financial Agreement between the Township of Willingboro and Willingboro Town Center Urban Renewal Sears, LLC, pursuant to the agreement attached hereto; and

2. All other terms of the Financial Agreement not amended by the attached agreement shall remain unaltered and in effect. The terms of the amendment of the Financial Agreement attached hereto shall become effective upon execution by the parties.

3. The Council hereby authorizes and directs the Mayor of the Township to execute, on behalf of the Township, the agreement attached hereto as Exhibit "A" as evidence of the Township's consent to the amendment to the Financial Agreement; and

4. The Township Clerk is hereby authorized to forward a certified true copy of this Ordinance to Willingboro Town Center Urban Renewal Sears, LLC, the Township Tax Assessor and the Director of the Division of Local Government Services.

5. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof.

6. All ordinances or parts of ordinances of the Township of Willingboro heretofore adopted that are inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

7. This ordinance shall take effect immediately upon its final passage and notice of the adoption shall be published as provided by law.

Sarah Wooding, RMC
Clerk

Martin Nock, Mayor

OFFICE BUILDING

AMENDMENT TO FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION

THIS AMENDMENT TO FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION (this "Amendment") is effective as of this ____ day of _____, 2019 by and between WILLINGBORO TOWN CENTER URBAN RENEWAL SEARS, LLC (the "Entity"), a limited liability company organized under the laws of the State of New Jersey and qualified as an urban renewal entity under the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "Tax Exemption Law"), having its principal office at 200 Campbell Drive, Suite 200, Willingboro, New Jersey 08046, and the TOWNSHIP OF WILLINGBORO (the "Township"), a municipal corporation of the State of New Jersey, having offices at 1 Rev. Dr. Martin Luther King Drive, Willingboro, New Jersey 08046.

Background

The Entity is the owner of certain improved real property currently designated as Block 3, Lot 4.07 on the official tax map of the Township of Willingboro, County of Burlington, State of New Jersey and consisting of approximately 3.74 acres (the "Property"). The Property is located in an "area in need of redevelopment" as defined in and pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"). The Tax Exemption Law permits a municipality to exempt from the payment of real estate taxes, for a limited period of time, a project made in the redevelopment of a redevelopment area and owned by an urban renewal entity, subject to the terms and conditions of a financial agreement complying with the requirements of the Tax Exemption Law set forth at N.J.S.A. 40A:20-9 to 11. The Township granted a tax exemption for the Property pursuant to that certain Financial Agreement for Long Term Tax Exemption dated as of December 11, 2000 (the "Original Financial Agreement") between the Township and Willingboro Urban Renewal, LLC ("Prior Owner"). The Entity subsequently purchased the Property from Prior Owner. In connection therewith, Prior Owner assigned to the Entity, and the Entity assumed from Prior Owner, Prior Owner's obligations under the Financial Agreement as to the Property pursuant to that certain Assignment of Financial Agreement for Long Term Tax Exemption dated May 26, 2005 between Prior Owner, as assignor, and the Entity, as assignee (the "Assignment"). The Original Financial Agreement as to the Property, as amended by the Assignment is sometimes referred to as the "Financial Agreement". The Entity and the Township now desire to amend the Financial Agreement pursuant to the terms of this Amendment.

Agreements

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and without amending the Financial Agreement in any other respect, the Entity and the Township hereby amend the Financial Agreement as follows:

1. Initially capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Assignment.

2. Notwithstanding anything to the contrary contained in the Financial Agreement, Section 4(f) of the Original Financial Agreement, as to the Property only, is deleted as to the Years 10-15 Annual Service Charge ("ASC") and replaced as follows:

“4(f). Unless the provisions of Paragraph (g) of this section apply, the schedule of ASC payments over the term of this Agreement shall be as follows:

<u>Stage</u>	<u>ASC</u>
Years 1-4	Initial ASC
Years 5-9	Initial ASC, increased annually by 2.5% beginning the fifth year
Years 10-15	The greater of the year 9 ASC or 50% of the taxes otherwise due on the value of land and improvements
Years 16-20	The greater of the year 15 ASC or 70% of the taxes otherwise due on the value of land and improvements
Years 21-25	The greater of the year 20 ASC or 80% of the taxes otherwise due on the value of land and improvements
Years 26-30	The greater of the year 25 ASC or 90% of the taxes otherwise due on the value of land and improvements”

3. The parties acknowledge and agree that calendar year 2020 will be year 10 of the term of the Agreement for all purposes of the Agreement, as amended hereby, including without limitation Section 4(f) of the Agreement.

4. The parties hereby ratify and confirm their obligations under the Financial Agreement, as amended hereby. Additionally, the parties further confirm and ratify that, as of the date hereof, the Financial Agreement is and remains in good standing and in full force and effect and each party has no claims, counterclaims, set-offs or defenses against the other arising out of the Financial Agreement.

5. Except as specifically set forth in this Amendment, all other terms, covenants and conditions set forth in the Financial Agreement remain unaltered and in full force and effect. If any inconsistency or conflict exists or arises between the terms of the Financial Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

6. This Amendment shall be governed by the laws of the State of New Jersey.

7. This Amendment, together with the Financial Agreement and the Assignment, constitutes the entire agreement between the Entity and the Township regarding the subject matter contained herein and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreement or understandings.

8. The Background section set forth above is incorporated by reference as if set forth in full in the body of this Amendment.

9. The parties agree further that the Entity shall submit the chapter 91 form to the Willingboro Tax Assessor by June 1st of each year for review of the same. Furthermore, by execution of this document the Entity agrees that if such Annual Gross Income (as defined in the Financial Agreement) is equal to and/or exceeds ***\$2,500,000.00 annually for any of the Years 10-15, "*[t]he greater of the year 9 ASC or 50% of the taxes otherwise due on the value of land and improvements*", shall revert back to the original terms of the Financial Agreement at the time of such findings as follows:

"Years 10-15 The greater of the year 9 ASC or 65% of the taxes otherwise due on the value of land and improvements."

10. The parties agree that the calculation of Annual Gross Income of ***\$2,500,000.00 shall exclude the Owner Occupied space of 9,278 sf – **NO INCOME SHALL BE APPLIED TO OWNER OCCUPIED SPACE UNLESS IT IS SUBJECT TO LEASE IN FUTURE.** The Gross Income calculation is inclusive of all monies/income from all tenant sources including, but not limited to Pass Thru expenses such as utilities, Real Estate taxes and Common Area Maintenance.

11. This Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment, effective as of the date first above written.

Witnessed:

WILLINGBORO TOWN CENTER URBAN
RENEWAL SEARS, LLC
By: Willingboro Town Center Sears Manager, LLC

By: _____

By: _____

Thomas E. Juliano
Authorized Signatory

ATTEST:

THE TOWNSHIP OF WILLINGBORO

Sarah Wooding, Clerk

By: _____
Martin Nock, Mayor

ORDINANCE NO. 2019- 20

AN ORDINANCE AUTHORIZING THE AMENDMENT OF A FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION BETWEEN THE TOWNSHIP OF WILLINGBORO AND WILLINGBORO TOWN CENTER URBAN RENEWAL NORTH, LLC

WHEREAS, the Township entered into a Redevelopment Agreement with ReNEWal Willingboro, L.L.C. (“ReNEWal”), dated 1998, as amended (the “Master Redevelopment Agreement”), providing for mixed-use development (the “Master Project”) on the site of the former Willingboro Plaza shopping center, a 56-acre parcel within the Redevelopment Area that was formerly identified on the Township’s tax maps as Block 3, Lot 4.01 (the “the Property”) and in need of development; and

WHEREAS, the Property is located in an “area in need of redevelopment” as defined in and pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “Redevelopment Law”).

WHEREAS, ReNEWal created Willingboro Urban ReNEWal, L.L.C. (“Prior Owner”), an urban renewal entity as defined in the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “Tax Exemption Law”); and

WHEREAS, the Tax Exemption Law permits a municipality to exempt from the payment of real estate taxes, for a limited period of time, a project made in the redevelopment of a redevelopment area and owned by an urban renewal entity, subject to the terms and conditions of a financial agreement complying with the requirements of the Tax Exemption Law set forth at N.J.S.A. 40A:20-9 to 11.

WHEREAS, the Township granted Prior Owner a Long Term Tax Exemption by Resolution No. 2000-110 duly adopted on August 22, 2000, for the Master Project pursuant to the Tax Exemption Law; and

WHEREAS, Prior Owner and the Township entered into a Financial Agreement for Long Term Tax Exemption dated December 11, 2000 (the “Original Financial Agreement”); and

WHEREAS, Prior Owner sold a portion of the subdivided ReNEWal Site comprising approximately 4.014 acres of land, which property appears on the Township’s current tax map as Block 3, Lot 4.08 (the “Property”) to Willingboro Town Center Urban Renewal North, LLC (“the Entity”); and

WHEREAS, the Prior Owner assigned to the Entity, and the Entity assumed from Prior Owner, Prior Owner’s obligations under the Financial Agreement as to the Property pursuant to that certain Assignment of Financial Agreement for Long Term Tax Exemption dated February 22, 2005 between Prior Owner, as assignor, and the Entity, as assignee (the “Assignment”).

WHEREAS, the Original Financial Agreement as to the Property, as amended by the Assignment is sometimes referred to as the "Financial Agreement."

WHEREAS, the Entity and the Township now desire to amend the Financial Agreement pursuant to the terms of the Amendment attached hereto.

WHEREAS, Current Owner and the Township entered into a Redevelopment Agreement dated February 10, 2005 (the "Delco Redevelopment Agreement") pursuant to which the Township designated Current Owner as the redeveloper for the Project Site under the Redevelopment Law and Current Owner agreed to redevelop the Project Site with three (3) commercial buildings, associated parking and other related improvements (collectively, the "Project") in accordance with the Redevelopment Plan and the Delco Redevelopment Agreement;

NOW, THEREFORE, be it ordained by the Council of the Township of Willingboro that:

1. The Council consents to the terms of the amendment of the Financial Agreement between the Township of Willingboro and Willingboro Town Center Urban Renewal North, LLC, pursuant to the agreement attached hereto; and

2. All other terms of the Original Financial Agreement not amended by the attached agreement shall remain unaltered and in effect. The terms of the amendment of the Financial Agreement attached hereto shall become effective upon execution by the parties.

3. The Council hereby authorizes and directs the Mayor of the Township to execute, on behalf of the Township, the agreement attached hereto as Exhibit "A" as evidence of the Township's consent to the amendment to the Financial Agreement; and

4. The Township Clerk is hereby authorized to forward a certified true copy of this Ordinance to Willingboro Town Center Urban Renewal North, LLC, the Township Tax Assessor and the Director of the Division of Local Government Services.

5. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof.

6. All ordinances or parts of ordinances of the Township of Willingboro heretofore adopted that are inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

7. This ordinance shall take effect immediately upon its final passage and notice of the adoption shall be published as provided by law.

Sarah Wooding, RMC
Clerk

Martin Nock, Mayor

NORTH PAD

AMENDMENT TO FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION

THIS AMENDMENT TO FINANCIAL AGREEMENT FOR LONG TERM TAX EXEMPTION (this "Amendment") is effective as of this ____ day of _____, 2019 by and between WILLINGBORO TOWN CENTER URBAN RENEWAL NORTH, LLC (the "Entity"), a limited liability company organized under the laws of the State of New Jersey and qualified as an urban renewal entity under the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "Tax Exemption Law"), having its principal office at 200 Campbell Drive, Suite 200, Willingboro, New Jersey 08046, and the TOWNSHIP OF WILLINGBORO (the "Township"), a municipal corporation of the State of New Jersey, having offices at 1 Rev. Dr. Martin Luther King Drive, Willingboro, New Jersey 08046.

Background

The Entity is the owner of certain improved real property currently designated as Block 3, Lot 4.06 on the official tax map of the Township of Willingboro, County of Burlington, State of New Jersey and consisting of approximately 4.014 acres (the "Property"). The Property is located in an "area in need of redevelopment" as defined in and pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the "Redevelopment Law"). The Tax Exemption Law permits a municipality to exempt from the payment of real estate taxes, for a limited period of time, a project made in the redevelopment of a redevelopment area and owned by an urban renewal entity, subject to the terms and conditions of a financial agreement complying with the requirements of the Tax Exemption Law set forth at N.J.S.A. 40A:20-9 to 11. The Township granted a tax exemption for the Property pursuant to that certain Financial Agreement for Long Term Tax Exemption dated as of December 11, 2000 (the "Original Financial Agreement") between the Township and Willingboro Urban Renewal, LLC ("Prior Owner"). The Entity subsequently purchased the Property from Prior Owner. In connection therewith, Prior Owner assigned to the Entity, and the Entity assumed from Prior Owner, Prior Owner's obligations under the Financial Agreement as to the Property pursuant to that certain Assignment of Financial Agreement for Long Term Tax Exemption dated February 22, 2005 between Prior Owner, as assignor, and the Entity, as assignee (the "Assignment"). The Original Financial Agreement as to the Property, as amended by the Assignment is sometimes referred to as the "Financial Agreement". The Entity and the Township now desire to amend the Financial Agreement pursuant to the terms of this Amendment.

Agreements

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Amendment, and without amending the Financial Agreement in any other respect, the Entity and the Township hereby amend the Financial Agreement as follows:

1. Initially capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Assignment.
2. Notwithstanding anything to the contrary contained in the Financial Agreement, Section 4(f) of the Original Financial Agreement, as to the Property only, is deleted as to the Years 10-15 Annual Service Charge ("ASC") and replaced as follows:

“4(f). Unless the provisions of Paragraph (g) of this section apply, the schedule of ASC payments over the term of this Agreement shall be as follows:

<u>Stage</u>	<u>ASC</u>
Years 1-4	Initial ASC
Years 5-9	Initial ASC, increased annually by 2.5% beginning the fifth year
Years 10-15	The greater of the year 9 ASC or 50% of the taxes otherwise due on the value of land and improvements
Years 16-20	The greater of the year 15 ASC or 70% of the taxes otherwise due on the value of land and improvements
Years 21-25	The greater of the year 20 ASC or 80% of the taxes otherwise due on the value of land and improvements
Years 26-30	The greater of the year 25 ASC or 90% of the taxes otherwise due on the value of land and improvements”

3. The parties acknowledge and agree that calendar year 2020 will be year 10 of the term of the Agreement for all purposes of the Agreement, as amended hereby, including without limitation Section 4(f) of the Agreement.

4. The parties hereby ratify and confirm their obligations under the Financial Agreement, as amended hereby. Additionally, the parties further confirm and ratify that, as of the date hereof, the Financial Agreement is and remains in good standing and in full force and effect and each party has no claims, counterclaims, set-offs or defenses against the other arising out of the Financial Agreement.

5. Except as specifically set forth in this Amendment, all other terms, covenants and conditions set forth in the Financial Agreement remain unaltered and in full force and effect. If any inconsistency or conflict exists or arises between the terms of the Financial Agreement and the terms of this Amendment, the terms of this Amendment shall prevail.

6. This Amendment shall be governed by the laws of the State of New Jersey.

7. This Amendment, together with the Financial Agreement and the Assignment, constitutes the entire agreement between the Entity and the Township regarding the subject matter contained herein and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreement or understandings.

8. The Background section set forth above is incorporated by reference as if set forth in full in the body of this Amendment.

9. The parties agree further that the Entity shall submit the chapter 91 form to the Willingboro Tax Assessor by June 1st of each year for review of the same. Furthermore, by execution of this document the Entity agrees that if such Annual Gross Income (as defined in the Financial Agreement) is equal to and/or exceeds ***\$750,000.00 annually for any of the Years 10-15, "*[t]he greater of the year 9 ASC or 50% of the taxes otherwise due on the value of land and improvements.*" shall revert back to the original terms of the Financial Agreement at the time of such findings as follows:

"Years 10-15 The greater of the year 9 ASC or 65% of the taxes otherwise due on the value of land and improvements."

10. This Amendment may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

11. ***The Gross Income calculation is inclusive of all monies/income from all tenant sources including, but not limited to Pass Thru expenses such as utilities, Real Estate taxes and Common Area Maintenance.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment, effective as of the date first above written.

Witnessed:

WILLINGBORO TOWN CENTER URBAN
RENEWAL NORTH, LLC

By: Willingboro Town Center North Manager,
LLC

By: _____

By: _____

Thomas E. Juliano
Authorized Signatory

ATTEST:

THE TOWNSHIP OF WILLINGBORO

Sarah Wooding, Clerk

By: _____

Martin Nock, Mayor

ORDINANCE 2019-21

ORDINANCE OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY PROVIDING FOR THE RE-APPROPRIATION OF \$75,000 IN UNUSED DEBT AUTHORIZATIONS NOT NEEDED FOR THEIR ORIGINAL PURPOSES IN ORDER TO PROVIDE FOR IMPROVEMENTS, RENOVATIONS, F&E TO MUNICIPAL BUILDINGS

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO, IN THE COUNTY OF BURLINGTON, NEW JERSEY (not less than Two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. Pursuant to N.J.S.A. 40A:2-39 , it is hereby determined that certain debt authorizations in the aggregate amount of \$75,000 provided for in the ordinance listed below are no longer needed for the purposes referenced therein. The Township of Willingboro, in the County of Burlington, New Jersey (the "Township") desires, therefore, to re-appropriate the following debt authorizations:

Ordinance Number	Improvement Description and Date of Adoption	Amount to be Re-appropriated
2016-8	Replacement of Carpet in the Library Adopted June 2016	\$75,000

Section 2. The aggregate amount of \$75,000.00 described in Section 1 hereof and made available pursuant to N.J.S.A. 40A:2-39 hereby re-appropriated to provide for the following:

Purpose	Appropriation & Estimated Costs	Period of Usefulness
Renovations, Improvements, Furniture & Equipment-Municipal Bldgs	75,000.00	10 years

Section 3. The Township hereby certifies that it has adopted a capital budget or a

temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 4. This ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Sarah Wooding, RMC
Township Clerk

Martin Nock, Mayor

RESOLUTION NO. 2019-182

Authorizing the Approval of Vouchers for Payment & Ratification

Whereas, Willingboro Township Council received the October 2019, Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 6th day of November, 2019 that the Council hereby authorizes the Approval of Vouchers for Payment and Ratification including those items purchased under state contract and identified as such and all Trust Other Accounts (Recreation Trust, Tax Redemption, Escrow, and Dedicated by Rider Accounts).

Be It Further Resolved that a copy of this resolution shall be forwarded to the Director of Finance for her information and attention.

Attest:

Martin Nock
Mayor

Sarah Wooding, RMC
Township Clerk

Council Votes	Motion	2 nd	Ayes	Nays	Abstain	Absent
Councilman Anderson						
Councilman Holley						
Councilwoman Jennings						
Deputy Mayor Perrone						
Mayor Nock						

**RESOLUTION NO. 2019--183
A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of November, 2019, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for information, attention and compliance.

Martin Nock
Mayor

Attest:

Sarah Wooding, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	_____	_____	_____	_____
Councilman Holley	_____	_____	_____	_____
Councilwoman Jennings	_____	_____	_____	_____
Deputy Mayor Perrone	_____	_____	_____	_____
Mayor Nock	_____	_____	_____	_____

OVERPAYMENT FOR TAXES

TRIDENT LAND TRANSFER 3 EXECUTIVE CAMPUS SUITE 100 CHERRY HILL, NJ 08002 BLOCK 121 LOT 12 19 SEDGWICK LANE OVERPAYMENT TAXES	\$1,755.82
LERETA, LLC 1123 PARK VIEW DRIVE COVINA, CA 91724 BLOCK 840 LOT 30 23 EXCELL LANE OVERPAYMENT TAXES	\$3,780.07
GERALDINE MCDANIELS 48 HAMPSHIRE LANE WILLINGBORO, NJ 08046 BLOCK 606 LOT 13 48 HAMPSHIRE LANE OVERPAYMENT TAXES	\$2,105.45
YOUR HOMETOWN TITLE, LLC TWO GREENTREE CENTER 9000 LINCOLN DRIVE EAST SUITE 130 MARLTON, NJ 08053 BLOCK 334 LOT 18 129 PENNYPACKER DRIVE OVERPAYMENT TAXES	\$2,503.75
VIVIAN D. LEWIS 18 GRANITE LANE WILLINGBORO, NJ 08046 BLOCK 711 LOT 2 18 GRANITE LANE OVERPAYMENT TAXES	\$2,686.59
CORELOGIC TAX SERVICE ATTN: REFUNDS PO BOX 9202 COPPELL, TX 75019-9208 BLOCK 1003 LOT 134 39 NORTHAMPTON DRIVE OVERPAYMENT TAXES	\$1,360.86

OVERPAYMENT FOR TAXES

WELLS FARGO
1 HOME CAMPUS
MAC# X2302-04D
DES MOINES, IOWA 50328-0001
BLOCK 108
LOT 20
117 SHEFFIELD DRIVE
OVERPAYMENT TAXES

\$2,603.72

RESOLUTION NO. 2019-184

**A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO AUTHORIZING PAYMENT OF CERTIFICATE NO.
3 FINAL AND RELEASING RETAINAGE TO TWO BROTHERS CONTRACTING,
INC. FOR THE JOHN F. KENNEDY COMMUNITY CENTER AUDITORIUM
DEMOLITION**

WHEREAS, the Township of Willingboro's Engineers Remington & Vernick Engineers has submitted the Payment Certificate No. 3 Final, authorizing the final payment in the amount of \$54,680.00 and releasing the retainage in the amount of \$2,346.40 for a total of \$57,026.40 to Two Brothers Contracting Inc., for the John F. Kennedy Community Center Auditorium Demolition; and

WHEREAS, the Township engineer has determined that no further work is being performed on this project and the Payment Certificate No. 3 Final has been reviewed and approved by the Township Engineer.

WHEREAS, it is the recommendation of the Township's Engineer that the Township of Willingboro release the retainage for this project in the amount of \$2,346.40.

WHEREAS, it is in the best interest of the Township of Willingboro to release the retainage for this project in the amount of \$2,346.40, to Two Brothers Contracting, Inc., in accordance with the Township Engineer's recommendations in Payment Certificate No. 3 Final, for the John F. Kennedy Community Center Auditorium Demolition.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 6th day of November, 2019, that the retainage in the amount of \$2,346.40, be released to Two Brothers Contracting, Inc., and the final payment in the amount of \$54,680.00 for a total of \$57,026.40 pursuant to Payment Certificate No. 3 Final, for the John F. Kennedy Community Center Auditorium Demolition, in accordance with the Township Engineer's recommendations.

BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, the Township Engineer and Two Brothers Contracting, Inc., for their information and attention.

ATTEST:

Township of Willingboro

Sarah Wooding, RMC, Township Clerk

Martin Nock, Mayor

RESOLUTION NO. 2019- 185

RESOLUTION MANDATING DIRECT DEPOSIT OF TOWNSHIP OF WILLINGBORO
MUNICIPAL EMPLOYEES' NET PAY

WHEREAS, P.L. 2013, c. 28, codified as N.J.S.A. 52:14-15f(b), authorizes the Township Council to provide for the mandatory direct deposit of net pay of all municipal employees through adoption of a resolution; and

WHEREAS, the Township wishes to realize certain efficiencies by uniform implementation of direct deposit for all Township employees.

NOW THEREFORE, BE IT RESOLVED THAT on this 6th day of November, 2019, in open public session by the Township Council of the Township of Willingboro that:

1. In accordance with N.J.S.A. 52:14-15f(b), net pay of all municipal employees will be made by way of direct deposit in a specific banking institution based on information provided by the employee.
2. Compliance by employees shall be mandatory.
3. The Township Council may grant an exemption for seasonal or temporary employees as it deems necessary.
4. The Township shall make available for such employees who have net pay directly deposited, any information concerning net pay, any accompanying information approved for distribution with net pay, and W-2 forms in accordance with applicable federal law, only on the Internet with restricted access and policies and procedures to protect the integrity and confidentiality of the information, as required by law.

Attest:

Sarah Wooding, RMC, Clerk

Martin Nock, Mayor

TOWNSHIP OF WILLINGBORO IN BURLINGTON COUNTY

RESOLUTION NO. 2019- 186

A RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER FOR ACCUMULATED ABSENCE LIABILITY TRUST FUND REQUIRED BY N.J.A.C. 5:30-15

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Accumulated Absence Liability Trust Fund are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

NOW THEREFORE BE IT RESOLVED, on this 6th day of November, 2019, in open public session, by the Township Council of the Township of Willingboro, County of Burlington State of New Jersey that

1. The Township Council does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Accumulated Absence Liability Trust Fund, pursuant to N.J.A.C. 5:30-15.
2. The Clerk of the Township of Willingboro and County of Burlington is hereby directed to forward two certified copies of this resolution to the Director of the Division of Local Government Services.

Attest:

Sarah Wooding, RMC, Clerk

Martin Nock, Mayor

RESOLUTION 2019- 187

TOWNSHIP OF WILLINGBORO

RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR THE REPLACEMENT OF THE WILLINGBORO PUBLIC LIBRARY FIRE ALARM SYSTEM

WHEREAS, the Township of Willingboro has a need to replace THE WILLINGBORO PUBLIC LIBRARY FIRE ALARM SYSTEM as a non-fair and open contract pursuant to the provisions of *N.J.S.A. 19:44A-20.4*; and

WHEREAS, pursuant to *N.J.S.A. 40A:11-3*, and Ordinance 2009-23, the Township appointed a Qualified Purchasing Agent; and

WHEREAS, pursuant to *N.J.S.A. 40A:11-3*, contracts for goods or services which do not exceed \$40,000.00 may be awarded by the Qualified Purchasing Agent without publicly advertising for bids; and

WHEREAS, three vendor quotes were obtained for the REPLACEMENT OF THE WILLINGBORO PUBLIC LIBRARY FIRE ALARM SYSTEM: 1. Keystone Fire Protection Co. for \$31,365.00 submitted on September 20, 2019; 2. Bevan Security Systems Inc. for \$42,649.00 submitted on October 5, 2019; and 3. AFA Protective Systems Inc. for \$21,713.00 submitted on October 10, 2019;

WHEREAS, AFA Protective Systems Inc. of 520 Fellowship Road, Suite D-404, Mount Laurel, NJ 08054 submitted the lowest cost proposal of \$21,713.00 to provide the REPLACEMENT OF THE WILLINGBORO PUBLIC LIBRARY FIRE ALARM SYSTEM which is recommended for award; and

WHEREAS, the Qualified Purchasing Agent has determined and certified in writing the value of the contract REPLACEMENT OF THE WILLINGBORO PUBLIC LIBRARY FIRE ALARM SYSTEM for the cost of \$21,713.00; and

WHEREAS, pursuant to *N.J.S.A. 19:44A-20.5*, this is a Non-Fair Open Contract, which has been certified to have an anticipated value in excess of \$17,500.00; and

WHEREAS, pursuant to *N.J.S.A. 19:44A-20.5*, AFA Protective Systems Inc. of 520 Fellowship Road, Suite D-404, Mount Laurel, NJ 08054 has completed and submitted a Business Entity Disclosure Certification which certifies that:

1. AFA Protective Systems Inc. of 520 Fellowship Road, Suite D-404, Mount Laurel, NJ 08054 has not made any reportable campaign contributions in the previous 12 months to a political party or candidate committee of any person serving in elective public office in the Township of Willingboro; and

2. AFA Protective Systems Inc. of 520 Fellowship Road, Suite D-404, Mount Laurel, NJ 08054 is prohibited from making any campaign contributions, reportable according to *N.J.S.A. 19:44-1* throughout the term of the contract.

WHEREAS, the funds are available for this purpose as is indicated by the Chief Finance Officer's attached certification for the availability of 2019 funds for this contract; and

NOW THEREFORE, BE IT RESOLVED on this 6th day of November 2019 in open public session that the Township Council of the Township of Willingboro authorizes the Mayor to execute an agreement with AFA Protective Systems Inc. of 520 Fellowship Road, Suite D-404, Mount Laurel, NJ 08054 for \$21,713.00 that is consistent with this resolution; and

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be provided to AFA Protective Systems Inc. of 520 Fellowship Road, Suite D-404, Mount Laurel, NJ 08054 for its information and attention.

Sarah Wooding, RMC Township Clerk

Martin Nock, Mayor

Resolution 2019--188

Resolution Calling for Study Commission to Review the Open Public Records Act

WHEREAS, the Willingboro Township strongly believes in and supports open transparent government, and that citizens and residents have the right to be informed about the workings of government in order to best participate in a democracy; and

WHEREAS, on January 8, 2002 then Acting Governor DiFrancesco signed into law the Open Public Records Act (OPRA) which mandates that government records shall be available, with limited exceptions, for public access and simplifying the procedures for requesting such specific records; and

WHEREAS, the intent of the law was to provide the public with easy access to government records with an uncomplicated process for obtaining the records and eliminating bureaucratic red tape; and

WHEREAS, over the course of 18 years OPRA has been a positive light, but it has also been fraught with abuse and misuse, and has become an unanticipated financial cost to the taxpayers of New Jersey; and

WHEREAS, Willingboro Township has labored under a well-intended law that has spiraled out of control, due to the volume and nature of requests, the cost to taxpayers in responding to the requests, and the potential liability in having to pay disproportionate prevailing party attorney's fees should the requests turn into litigated matters, as well as the liability in determining which documents shall be released, with or without redaction, while attempting to maintain individual privacy; and

WHEREAS, it is not only the volume of OPRA requests that challenge our resources, but it is also the cost associated with reviewing, retrieving, and processing the OPRA request(s) by public entity personnel and counsel and possibly defending our action(s) before the Government Records Council or in Superior Court; and

WHEREAS, Willingboro Township received and responded to 555 OPRA requests in 2017, 598 OPRA requests in 2018, and to date has received and responded to 475 OPRA requests as of September 1, 2019; and

WHEREAS, Willingboro Township municipal staff has spent approximately 1,200 responding to OPRA requests received in 2019 to date, and a yearly average of approximately 2800 *annual hours spent in 2017 & 2018*) hours since 2017; and

WHEREAS, due to the often conflicting case law and Government Record Council decisions, as well as the unique characteristics of OPRA request, the Willingboro Township must often times rely on the municipal attorney to review certain OPRA requests, resulting in additional fees of approximately \$15,987.00 related to attorney's fees in response to OPRA requests in 2017, \$13,563.00 fees related to attorney's fees in response to OPRA requests in 2018, and currently has spent \$12,424.50 related to attorney's fees in response to OPRA requests in 2019; and

WHEREAS, several requests that was costly, interrupted operations, and required much information technology assistance; and

WHEREAS, with limited exceptions OPRA has not been amended to address the clear and apparent advancement in technology that has changed the way government records are created, stored, and/or transmitted; the various interpretive decisions; privacy concerns; abuse for commercial gain; and/or the ever increasing cost to taxpayers; and

WHEREAS, as the current law approaches its twentieth (20th) anniversary it has outgrown its original intended use and has become ripe for comprehensive review and reform;

NOW, THEREFORE BE IT RESOLVED that the governing body of Willingboro Township appeals to the legislature to form a Commission comprised of Mayors, Municipal Clerks, Municipal Managers, Attorneys, Police Chiefs, open government advocates, privacy experts, members of the media, citizens and other appropriate stakeholders, to review and examine the effects of OPRA on local government and the needs to be fulfilled by the law, and use the Commission’s findings to perform a comprehensive reform of OPRA; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to Assemblymen Herb Conaway, Senator Troy Singleton, Assembly Speaker Craig Coughlin, Senate President Stephen Sweeney, Senator Weinberg, Executive Director of the Government Records Council, the Governor of the State of New Jersey, the Municipal Clerks Association of New Jersey and New Jersey State League of Municipalities.

Sarah Wooding, RMC

Township Clerk

Martin Nock, Mayor

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Township of Willingboro

Resolution 2019-189

A RESOLUTION AUTHORIZING THE EXECUTION OF SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF WESTAMPTON FOR THE PROVISION OF ANIMAL CONTROL SERVICES.

WHEREAS, N.J.S.A. 40A:65-1, et seq., known as the “Uniform Shared Services and Consolidation Act,” authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Services Agreement for the provision of municipal services (“Agreement”); and

WHEREAS, the purpose of Shared Agreements is to reduce local expenses funded by property taxpayers; and

WHEREAS, the Township Council and the Township of Willingboro and the Township of Westampton desires to enter into a Shared Services Agreement for the provision of Animal Control Services to the Township of Westampton for a fee of \$16,320 and a fee for emergency services in accordance with the agreement attached, beginning November 1, 2019 expiring December 31, 2020; and

WHEREAS, the Township Council has reviewed the proposed Agreement, a copy of which is attached hereto; and

WHEREAS, the sharing of these services is in the public interest and will benefit the Township of Willingboro and the Township of Westampton.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, assembled in open public session on this 6th day of November 2019 that the Mayor and the Township Clerk are hereby authorized to execute the Shared Services Agreement, as attached hereto, between the Township of Willingboro and the Township of Westampton provision of Animal Control Services.

BE IT FURHER RESOLVED, that copies of this resolution shall be provided to the Township of Westampton, the Finance Office, and the Police Department for their information and attention.

Township of Willingboro

Sarah Wooding, RMC, Township Clerk

Martin Nock, Mayor

RESOLUTION NO. 2019-- 190

AUTHORIZING

AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 6th day of November 2019 to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of in favor and opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

- _____ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
- _____ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
- _____ 3. Any material the disclosure of which constitutes an unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
- _____ 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
- _____ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
- _____ 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
- _____ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
- _____ 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

- _____ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- _____ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to:

BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.

Martin Nock, Mayor

Sarah Wooding, RMC
Township Clerk