

Public Agenda – September 21, 2021

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 bbligen@willingboronj.gov or by calling 609.877.2200 x1028.

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,

Brenda Bligen, MBA
Acting Township Clerk

WILLINGBORO TOWNSHIP COUNCIL MEETING AGENDA
September 21, 2021

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

In compliance with the Open Public Meetings Act, this is to announce that adequate notice of this meeting was provided in the following manner: On December 21, 2020 advance written notice of this meeting was posted on the bulletin board in the Municipal Complex, emailed to the Burlington County Times, and filed with the Township Clerk. The Clerk is directed to enter into the minutes of this meeting this public announcement.

PROCLAMATIONS

National Hispanic Heritage Month
Childhood Cancer Awareness Month
Fire Prevention Week

PUBLIC COMMENT **AGENDA ITEMS ONLY**

ORDINANCE

ORD 2021 – 13 **PUBLIC HEARING/FINAL READING** AN ORDINANCE REQUIRING INSPECTION AND REPAIR OF PRIVATE SEWER LATERAL SERVICE UPON THE SALE OR TRANSFER OF PROPERTY

ORD 2021 – 14 **PUBLIC HEARING/FINAL READING:** AN ORDINANCE AUTHORIZING AMENDMENTS TO THE TOWNSHIP OF WILLINGBORO MUNICIPAL CODE BOOK TO AMEND CHAPTER 150 ENTITLED “FEES” (2ND Trash Carts)

ORD 2021 – 15 **PUBLIC HEARING/FINAL READING** AN ORDINANCE AUTHORIZING AMENDMENTS TO THE TOWNSHIP OF WILLINGBORO MUNICIPAL CODE BOOK TO AMEND CHAPTER 150 ENTITLED “FEES” (NSF)

ORD 2021 – 16 AN ORDINANCE AMENDING CHAPTER 3 OF THE WILLINGBORO TOWNSHIP CODE

RESOLUTION

Res 2021 – 153 **TABLED – SEP 21, 2021:** A RESOLUTION AUTHORIZING THE AGREEMENT OF THE ESTABLISHMENT OF LENGTH OF SERVICE AWARD PROGRAM (LOSAP)

WILLINGBORO TOWNSHIP COUNCIL MEETING AGENDA
September 21, 2021

- Res 2021 – 155** *A RESOLUTION AUTHORIZING A NOT TO EXCEED AMOUNT FOR SPECIAL REDEVELOPMENT COUNSEL FOR THE BIG D MARINA*
- Res 2021 – 156** STATEMENT OF INTENT TO PURSUE PLAN ENDORSEMENT AND AUTHORIZATION TO SUBMIT THE MUNICIPAL SELF-ASSESSMENT REPORT TO THE NEW JERSEY STATE OFFICE OF PLANNING ADVOCACY
- Res 2021 – 157** RESOLUTION APPOINTING GEORGE M. BROWN AS QUALIFIED PURCHASING AGENT
- Res 2021 – 158** RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ENTER INTO AN AGREEMENT WITH SCHAEFER SYSTEMS INTERNATIONAL, INC A CONTRACTED PARTICIPANT IN THE HOUSTON – GALVESTON AREA COUNCIL OF GOVERNMENTS (HGACBUY) COOPERATIVE CONTRACT NUMBER #RC01-21
- Res 2021 – 159** A RESOLUTION ADOPTING THE 2021-2026 STRATEGIC PLAN

Approval of Minutes
090921(TBD)

MUNICIPAL UPDATE

MUNICIPAL CLERK UPDATE

UNFINISHED BUSINESS

- *Municipal Clerk evaluation Process*
 - a. *Lock in timeline*
- *Strategic Plan Update*
 - a. *Send to Labor Counsel*
- *Handicap Paring in front of resident*
 - a. *Due back Sep 21, 2021*
- *Who was at fault for damage at intersection of Tiffany and Torrington?*
 - a. *How will the Township be reimbursed?*
- *Has original agreement between Township and Providence House been located?*
- *Route 130 Development Plan*

NEW BUSINESS

- *Planning board need NTE amended to cover current and future billing.*
- *Resolution 2021 – 129 – needs to be amended to add grant number “21-BWC-475”*
-

WILLINGBORO TOWNSHIP COUNCIL MEETING AGENDA
September 21, 2021

PUBLIC COMMENT

COUNCIL COMMENT

Res 2021 - 160 EXECUTIVE SESSION (IF NEEDED)

ADJOURNMENT

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

DRAFT

TOWNSHIP OF WILLINGBORO

ORDINANCE NO. 2021 - 13

AN ORDINANCE REQUIRING INSPECTION AND REPAIR OF PRIVATE SEWER LATERAL SERVICE UPON THE SALE OR TRANSFER OF PROPERTY

WHEREAS, the Township of Willingboro seeks to establish and implement regulations governing the maintenance of private sewer laterals and the transfer of ownership of any real property; and

WHEREAS, the new regulations in general, will require a certified inspections report from a Master Plumber to indicate whether the private sewer lateral is in satisfactory condition; and

WHEREAS, if it is determined that the sewer lateral needs to be repaired, such repairs must be completed prior to the issuance of a certificate of occupancy, and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and the Council of the Township of Willingboro, County of Burlington and State of New Jersey that the Township of Willingboro Municipal Code Book shall be amended to add Chapter 291 as follows:

Article VI Chapter 291

Inspection and Replacement of Private Sewer Laterals

291-23 Definitions.

A. Unless the context specifically indicates otherwise, the meanings of terms used in this article shall be as follows:

COMPLIANCE

Whenever necessary, means compliance with the provisions of this article set forth herein, and any amendments thereto, as well as Willingboro Township Code of Ordinances, and all rules, regulations, and resolutions of the Township of Willingboro

EMPLOYEES

Whenever necessary, means and includes such employees and designated representatives or officials of the Township of Willingboro, as the Township shall, from time to time, designate and utilize in the making of the inspection and/or tests hereafter described in carrying out the duties as prescribed herein to be performed on behalf of the Township.

NOTICE

Advising when inspections and tests of the system should be performed by the Township.

PRIVATE SEWER SERVICE LATERAL

The sewer pipe extending from a building to the sewer main, including the saddle connection, if any.

SUMP PUMP

Any pump connected to the private sewer service lateral, or to any lateral connected to the private sewer service lateral that is being used to pump ground stormwater into the sanitary sewer system.

SYSTEM

All facilities for collecting, pumping, and disposing of sanitary sewage, which are owned by the Township of Willingboro or the Municipal Authority of Willingboro Township

TOWNSHIP OF WILLINGBORO

ORDINANCE NO. 2021 - 13

TOWNSHIP

The Township of Willingboro

TRANSFER

The transfer of title to real estate when sale or gift is intended and excluding transfers that occur for the following reasons:

- (1) Conversion: a change in an entity's form or organization, place of organization or name;*
- (2) Financing transaction: when realty is transferred by the debtor solely for the purpose of serving as security for the payment of a debt; or when no sale or debt is intended;*
- (3) Living trust is established;*
- (4) Confirmatory deeds;*
- (5) The transfer of newly constructed properties from the developer to the first purchaser.*

USER

The owner, lessee, or occupant of the property on which the buildings and/or appurtenances that are connected to the system are located.

B. Throughout this article, references to the singular shall include the plural, and vice versa, wherever required by the context.

291-24 Inspection required upon transfer of properties.

A. Inspection.

(1) Prior to the transfer of any property located in the Township which is connected to the system, the seller of the property shall be required to retain the services of a master plumber or utility contractor for the purposes of conducting an inspection of the property to ensure compliance with the provisions of this article, as well as the Township's rules, regulations, and resolutions, and to issue a certified report regarding the state of the private sewer service lateral serving the property.

(2) Said inspections shall also require a video inspection of the sanitary sewer service lateral from the residence to the connection to the system to ensure compliance.

(3) Such certified report shall clearly indicate whether the private sewer service lateral serving the property is in satisfactory or defective condition as set forth herein and based upon the rules, regulations and resolutions of the Township and/or sound engineering practice.

(a) If the private sewer service lateral is in satisfactory condition, the certified report shall clearly indicate that there is no inflow and/or infiltration into the private sewer service lateral, nor any illegal connections, and that the cleanout vent is capped and not damaged. The report shall identify the type of cap and the height above grade. All mushroom caps shall be a minimum of six inches above grade.

(b) If the private sewer service lateral serving the property is in defective condition, the certified report shall identify the deficiencies.

TOWNSHIP OF WILLINGBORO

ORDINANCE NO. 2021 - 13

(4) Exception. An inspection shall not be required where the private sewer service lateral has been inspected and a certified report indicating that the private sewer service lateral is in satisfactory condition, that there is no inflow and/or infiltration into the private sewer service lateral, nor any illegal connections, and that the cleanout vent is capped and not damaged within the six months immediately preceding the transfer of the property in question.

B. Deficiencies.

(1) Should the certified report state that the private sewer service lateral is defective based upon the rules, regulations, and resolutions of the Township, and/or sound engineering practice, the lateral pipe shall be replaced or realigned, as appropriate. In the sole discretion of the Township, limited permission for spot and/or minor repairs and maintenance may be granted. The pipe replacement/realigning/spot repair shall be performed by a master plumber or utility contractor in accordance with Township Code of Ordinances requirements, as well as the then-in-place rules, regulations, and resolutions of the Township.

(2) A private sewer service lateral that contains a whole building trap shall not by itself constitute a deficiency under this article. However, if an inspection reveals inflow and/or infiltration or any other condition requiring replacement of the lateral, a new or replacement whole building trap shall not be permitted.

(3) If the private sewer service lateral requires replacement or realignment, the property owner shall first obtain the necessary permit(s) from the Township. The Township shall inspect the work as the replacement or realignment is performed to ensure compliance with all applicable Township Code of Ordinances requirements.

(4) If, in its sole discretion, the Township grants permission to perform spot and/or minor repairs, upon completion of same, the seller or property owner shall be required to retain the services of a master plumber or utility contractor for the purposes of reinspecting the private sewer service lateral, including a video inspection, and issuing a certified report regarding the state of the private sewer service lateral.

C. In the event that any transfer of title occurs without an inspection having been conducted and without the seller obtaining a certified report, the buyer or purchaser of the property shall be responsible for having the aforementioned inspection conducted, for the submission of the certified result to the Township, and for the correction of any deficiencies identified in the certified report.

D. Upon receipt of a certified report from a master plumber or utility contractor that the private sewer service lateral is in satisfactory condition, as specified in § 291-24.2A(3)(a) herein, or upon final inspection or approval from the Township of the replacement or realignment of the private sewer service lateral, the property owner or seller may submit an application for a private sewer service lateral inspection permit. Upon payment of any application and inspection fee, and upon the Township's receipt and approval of the certification set forth herein, including a copy of the televised video inspection, the Township shall issue a private sewer service lateral

TOWNSHIP OF WILLINGBORO

ORDINANCE NO. 2021 - 13

inspection permit to the seller who shall deliver said permit to the buyer or purchaser of the property at the time of the sale or conveyance.

E. In the event that the property owner or seller fails to replace the private sewer service lateral as required by § 291-24.2B(1) herein, the Township shall be authorized as permitted by law to go onto the property and replace the private sewer service lateral and charge the property owner or seller for the cost and expenses incurred by the Township to replace the private sewer service lateral. In the event that satisfactory payment arrangements are not agreed upon between the Township and property owner or seller, the Township may file a municipal lien against the property pursuant to

F. The property owner shall permit the designated employees or agents of the Township access during reasonable hours of the day to all parts of the property to make necessary inspections and observations.

G. Any notice to repair a sewer lateral issued as a result of an inspection under this section shall be in compliance with the Municipal Code of Willingboro Township, and any penalties under that Act shall be in addition to the penalties imposed by this article.

291-25 Violations and penalties.

A. Fines for violations. A violation of any section or subsection of this code shall be subject, upon conviction, to a penalty as prescribed in Chapter I, Article II, General Penalty, of the Code of the Township of Willingboro.

UNTABLE – September 9, 2021

Councilmember	Motion	2nd	Yea	Nay	Recuse	Abstain	Absent
Councilman Anderson	X		X				
Councilwoman Perrone			X				
Councilwoman Whitfield			X				
Deputy Mayor McIntosh		X	X				
Mayor Worthy			X				

First Reading – September 9, 2021

Councilmember	Motion	2nd	Yea	Nay	Recuse	Abstain	Absent
Councilman Anderson	X		X				
Councilwoman Perrone			X				
Councilwoman Whitfield			X				
Deputy Mayor McIntosh		X	X				
Mayor Worthy			X				

ATTEST: _____
Brenda Bligen, MBA
Acting Township Clerk

 Dr. Tiffani A. Worthy, Mayor

TOWNSHIP OF WILLINGBORO
ORDINANCE NO 2021 - 14

**AN ORDINANCE AUTHORIZING AMENDMENTS TO THE TOWNSHIP OF
WILLINGBORO MUNICIPAL CODE BOOK TO AMEND CHAPTER 150 ENTITLED
“FEES” (2ND Trash Carts)**

WHEREAS, the Township of Willingboro has determined that the Willingboro Township Code requires an amendment under Chapter 150, entitled “FEES”

WHEREAS, the purpose of this amendment is to add a new fee schedule for the purchase of an additional 96 gallon trash cart and a collection fee for the second trash cart of \$130.00 per year, billed annually in April; and

WHEREAS, the Mayor and Council for the Township now desire to amend said Chapter to add the requisite fee amounts listed therein; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and the Council of the Township of Willingboro, County of Burlington and State of New Jersey that the Township of Willingboro Municipal Code Book shall be amended to reflect Chapter 150 as follows:

SECTION 1: The Township of Willingboro Municipal Code Book shall, in pertinent part, be amended as follows:

Chapter 150. Fees

150-16. Public Works Fees

150-16(C)

The fee for a second 96 gallon trash cart shall be 75.00.

150-16(D)

The annual collection fee for a second trash cart shall be \$130.00 per year. This fee shall be billed annually in April.

First Reading – September 9, 2021

Councilmember	Motion	2nd	Yea	Nay	Recuse	Abstain	Absent
Councilman Anderson		x	X				
Councilwoman Perrone				x			
Councilwoman Whitfield	x		X				
Deputy Mayor McIntosh			X				
Mayor Worthy			x				

ATTEST

Brenda Bligen, MBA
A., Township Clerk

Dr. Tiffani Worthy
Mayor

TOWNSHIP OF WILLINGBORO
ORDINANCE NO. 2021 - 15

**AN ORDINANCE AUTHORIZING AMENDMENTS TO THE TOWNSHIP OF
WILLINGBORO MUNICIPAL CODE BOOK TO AMEND CHAPTER 150 ENTITLED
“FEES” (NSF)**

WHEREAS, the Township of Willingboro has determined that the Willingboro Township Code requires an amendment under Chapter 150, entitled “FEES”

WHEREAS, the purpose of this amendment is to decrease the service charge imposed for NSF (insufficient funds) checks or other written instruments from \$35.00 to \$20.00 to maintain uniformity with state statute; and

WHEREAS, the Mayor and Council for the Township now desire to amend said Chapter to reflect the fee amount listed herein; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and the Council of the Township of Willingboro, County of Burlington and State of New Jersey that the Township of Willingboro Municipal Code Book shall be amended to reflect Chapter 150 as follows:

SECTION 1: The Township of Willingboro Municipal Code Book shall, in pertinent part, be amended as follows:

Chapter 150. Fees

150-2. Fees applicable to all departments

150-2(A)

Returned check charge. A fee of \$20, in addition to any fee charged to the Township by the bank maintaining the Township's account, shall be charged on any returned check.

First Reading – September 9, 2021

Councilmember	Motion	2nd	Yea	Nay	Recuse	Abstain	Absent
<i>Councilman Anderson</i>			X				
<i>Councilwoman Perrone</i>			X				
<i>Councilwoman Whitfield</i>	x		X				
<i>Deputy Mayor McIntosh</i>		x	X				
<i>Mayor Worthy</i>			X				

Dr. Tiffani Worthy
Mayor

ATTEST

Brenda Bligen, MBA
A., Township Clerk

ORDINANCE 2021- 16

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE TOWNSHIP OF WILLINGBORO TO INCORPORATE THE MUNICIPAL STRATEGIC PLAN

WHEREAS, the Township Council of Willingboro desires to codify the Strategic Plan that was adopted on September 21, 2021 through Resolution 2021- ____.; and

WHEREAS, the purpose of this Ordinance is therefore to amend the municipal code to incorporate that Strategic Plan, as a new chapter in the municipal code, or by whatever revision(s) to the municipal code are most appropriate; and

WHEREAS, the Mayor and the Township Council now desire to so amend the municipal code;

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and the Council of the Township of Willingboro, County of Burlington and State of New Jersey, that the Municipal Code of the Township of Willingboro be and is hereby amended to incorporate the Strategic Plan referenced above, as follows:

1. There shall be a Strategic Plan for the Township, as first embodied in the Strategic Plan that was adopted by the Township Council by Resolution No. 2021- ____, on September 21, 2021. That Strategic Plan is intended to state objectives and measurable goals for use by Township staff and Council in order to inform, as appropriate, governmental recommendations, decision making, budgeting, the regulation of future development, and the enhancement of Willingboro Township services, facilities, and related matters.

2. The Township Council will periodically revisit the Strategic Plan, and Council may, from time to time, revise the Strategic Plan consistent with the evolving needs of the Township, and Council intends to revise the Strategic Plan through the adoption of a Resolution authorizing such revision(s). This Ordinance hereby authorizes revisions to the Strategic Plan through the adoption of corresponding Resolution(s) of the Township Council, and without the need to adopt additional Ordinances or amendments to the Municipal Code, unless such adoptions are required by the terms of any revision(s) to the Strategic Plan.

3. If the provisions of any article, section, subsection, paragraph, subdivision or clause of this Development Chapter shall be judged invalid by a court of competent jurisdiction, such order or judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this Development Chapter; and, to this end, the provision of each article, section, subsection, paragraph, subdivision or clause of this chapter are hereby declared to be severable.

ORDINANCE 2021- 16

4. This Ordinance shall take effect upon final passage and publication in accordance with the law.

<i>Councilmember</i>	<i>Motion</i>	<i>2nd</i>	<i>Yea</i>	<i>Nay</i>	<i>Recuse</i>	<i>Abstain</i>	<i>Absent</i>
<i>Councilman Anderson</i>							
<i>Councilwoman Perrone</i>							
<i>Councilwoman Whitfield</i>							
<i>Deputy Mayor McIntosh</i>							
<i>Mayor Worthy</i>							

Dr. Tiffani Worthy
Mayor

ATTEST

Brenda Bligen , MBA
A., Township Clerk

TOWNSHIP OF WILLINGBORO

RESOLUTION NO. 2021 - 153

**RESOLUTION AUTHORIZING THE RATIFICATION
OF A MEMORANDUM OF AGREEMENT BETWEEN THE TOWNSHIP OF
WILLINGBORO
AND THE LAW ENFORCEMENT SUPERVISORS
ASSOCIATION, FOP LODGE NO. 38**

WHEREAS, the Superior Officers in the full-time employ of the Willingboro Township Police Department are organized as a collective negotiation unit called the Law Enforcement Supervisors Association; and

WHEREAS, representatives of the said negotiating unit have negotiated with the Township Manager a proposed contract for the period of January 1, 2020 through December 31, 2023, the terms of which have been memorialized by a Memorandum of Agreement which contains provisions with respect to compensation and other conditions of employment negotiated for this contract period; and

WHEREAS, the Township Council is authorized to enter into such a contract with a public bargaining negotiations unit without public advertising for bids as provided by the Local Public Contracts Law; and

WHEREAS, the parties have negotiated the terms of the agreement and the Township Council desires to ratify this agreement.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey as follows:

1. That the Township Council hereby approves and ratifies the Memorandum of Agreement negotiated with the Law Enforcement Supervisors Association for the term January 1, 2020 through December 31, 2023.
2. That the Township Manager and the Township's legal counsel are hereby authorized to memorialize a new contract for the foregoing term that incorporates and is consistent with the negotiated changes reflected in the Memorandum of Agreement.
3. That all provisions of the said contract once conformed and adopted hereinafter shall be construed consistent with and not as a waiver of any existing constitutional or statutory provisions.
4. That the Township Clerk and the Mayor are hereby authorized to execute, seal and deliver said agreement on behalf of the Township.
5. Notice of this action shall be published as required by law.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
LAW ENFORCEMENT SUPERVISORS ASSOCIATION, FOP LODGE NO. 38
AND
TOWNSHIP OF WILLINGBORO**

This Memorandum of Agreement sets forth the terms and conditions for a successor collective negotiations agreement between the Law Enforcement Supervisors Association, FOP Lodge 38 ("LESA") and the Township of Willingboro, New Jersey ("Township"), which shall be subject to ratification by the parties, respectively.

Any items in the expired collective negotiations agreement (January 1, 2016 through December 31, 2019) not specifically modified by this Memorandum of Agreement shall remain in full force and effect as though set forth completely herein. Where language and/or sections are deleted pursuant to the following, contract numbering will be adjusted, as appropriate.

The parties hereby agree to the following:

- 1) Contract years: January 1, 2020, through December 31, 2023.

- 2) Section 7.4 shall be deleted in its entirety.

- 3) Section 8.1 shall be modified to reflect the following increases to the annual salary rates for Sergeants, Lieutenants and Captains:
 - Effective 7/1/2020 – 1.50% Across the Board Increase
 - Effective 7/1/2021 – 2.25% Across the Board Increase
 - Effective 7/1/2022 – 2.30% Across the Board Increase
 - Effective 7/1/2023 – 2.50% Across the Board Increase

- 4) Section 10.2 will have the following language added: "Additionally, holiday pay shall not be calculated as hours worked for the purpose of calculating overtime hours or any other purpose. The holiday pay shall be based upon 115 hours per year for each employee and shall be calculated on the basis of the rate of pay to which that employee is entitled on the date of each

holiday. Thus, if an employee has an increase or decrease in the applicable pay rate during the year, the holiday pay for holidays after the payroll change shall reflect the appropriate increase or decrease.”

5) Sections 12.3.1 shall be modified to increase the sick time allotment from 120 hours per year to 150 hours per year for members on the 10 hours shift and 172.5 hours per year for members on the 11.5-hour shift schedule.

6) Section 12.9 shall be deleted in its entirety.

7) Section 14.1 shall be modified to read as follows: “Sergeants and Lieutenants covered under this Agreement, shall be entitled to accumulate not more than 480 hours of compensatory time, in accordance with the provisions of the Fair Labor Standards Act. Utilization of the accumulated compensatory time may be taken in segments of eight (8) hours, ten (10) hours or eleven and one half (11.5) hours, depending on whether the employee is on an eight (8) hour, ten (10) hour or an eleven and a half (11.5) hour shift, whenever it is reasonably possible to do so without impairing the ability of the Department to provide police services to the community. Smaller segments of the accumulated compensatory time may be taken whenever it is reasonably possible to do so without impairing the ability of the Department to provide police services to the community.”

8) Section 14.5.1 shall be modified to read as follows: “Sergeants and Lieutenants who work an eleven and one-half hour (11.5) shift, which annually exceeds the mandated 2080-hour work year by thirteen hours, shall receive nineteen and one-half hours (19.5) of compensatory time annually, in lieu of overtime compensation. This time shall be granted at the rate of one (1) hour per month January through May; two (2) hours per month June through November, and two and one-half (2.5) hours in the month of December.”

9) Section 22.1 shall have the following language added at the end: “The additional compensation set forth in this Section shall not apply and shall not be paid to any officer promoted into the bargaining unit after February 28, 2021.”

10) Section 25 shall be modified to read as follows: “The following insurance shall be provided for all members, in addition to required Workers Compensation Insurance:”

11) Section 31, last sentence, shall be modified to reflect an increase in the Township's liability cap to \$75 for wristwatch and \$150 for prescription eyeglasses.


12) Section 32.2 shall be modified to read as follows: "Pursuant to the United States Supreme Court decision in Janus v. AFSCME, 138 S.Ct. 2448 (2018), "neither an agency fee nor any other form of payment to a public-sector union may be deducted from an employee, nor may any other attempt be made to collect such payment, unless the employee affirmatively consents to pay."

Agreed and intended to be bound, subject to ratification,

By the Township

By LESA, FOP Lodge 38

Walter Neal Howard



Date: 7/30/21

Date: 7/9/21

A RESOLUTION AUTHORIZING A NOT TO EXCEED AMOUNT FOR SPECIAL REDEVELOPMENT COUNSEL FOR THE BIG D MARINA

WHEREAS, the Township of Willingboro (“the Township”) adopted Resolution No. 2021-151 authorizing entry into a professional services contract with Stuart Platt of the Platt Law Group, to represent the Township of Willingboro as Special Redevelopment Counsel for the Big D. Marina project; and

WHEREAS, the Chief Financial Officer has certified as to the availability of funds for these services in an amount not to exceed \$5,000.00; and

NOW, THEREFORE BE IT RESOLVED, on this 21ST day of September 2021 in open public session, by the Township Council of the Township Willingboro that it hereby authorizes entry into a professional services contract with the Platt Law Group in this matter, in an amount not to exceed \$5,000.00.

Dr. Tiffani Worthy
Mayor

Brenda Bligen, MBA
Acting Township Clerk

Councilmember	Motion	2nd	Yea	Nay	Recuse	Abstain	Absent
Councilman Anderson							
Councilwoman Perrone							
Councilwoman Whitfield							
Deputy Mayor McIntosh							
Mayor Worthy							

**STATEMENT OF INTENT TO PURSUE PLAN ENDORSEMENT AND
AUTHORIZATION TO SUBMIT THE MUNICIPAL SELF-ASSESSMENT REPORT TO
THE NEW JERSEY STATE OFFICE OF PLANNING ADVOCACY**

WHEREAS, the State Planning Act recognizes that New Jersey requires sound and integrated land use planning and coordination of planning at all levels of government in order to conserve the state's natural resources, revitalize the urban centers, protect the quality of the environment, and provide needed housing and adequate public services at a reasonable cost while promoting beneficial economic growth, development and renewal; and

WHEREAS, Plan Endorsement is a voluntary review process developed by the State Planning Commission to provide the technical assistance and coordination of the State for municipalities, counties, and regional agencies to meet the goals of the State Planning Act and State Development and Redevelopment Plan (State Plan); and

WHEREAS, the purpose of the Plan Endorsement process is to increase the degree of consistency among municipal, county, regional and state agency plans with each other and with the State Plan and to facilitate the implementation of these plans and guide where and how development and redevelopment can be accommodated in accordance with the State Plan; and

WHEREAS, the State Planning Rules and Plan Endorsement Guidelines incorporate, and expand upon, the principles of the Municipal Land Use Law in order to help towns plan for a sustainable future; and

WHEREAS, the State Planning Rules and Plan Endorsement Guidelines require the preparation and submission of a Municipal Self-Assessment Report as the means by which a municipality assesses the consistency of its existing community vision and planning documents with the State Plan; and

WHEREAS, the Mayor and Council of Willingboro Township desire to obtain Plan Endorsement from the State Planning Commission; and

WHEREAS, Willingboro Township has prepared a Municipal Self-Assessment Report pursuant to the State Planning Rules and Plan Endorsement Guidelines; and

WHEREAS, the Economic Development Committee has reviewed the Municipal Self-Assessment Report and recommends that the Mayor and Council approve it for submission to the State Planning Commission and the New Jersey State Office of Planning Advocacy towards the Municipality's pursuit of Plan Endorsement.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of Willingboro Township hereby expressly state the intention of Willingboro Township to pursue Plan Endorsement by the State Planning Commission; and

NOW THEREFORE BE IT FURTHER RESOLVED that the Mayor and Council of Willingboro Township approves the Municipal Self-Assessment Report and authorizes it be

RESOLUTION 2021 - 156

submitted to the New Jersey State Office of Planning Advocacy for consideration and review as part of the effort to pursue Plan Endorsement.

Dr. Tiffani Worthy
Mayor

Councilmember	Motion	2nd	Yea	Nay	Recuse	Abstain	Absent
Councilman Anderson							
Councilwoman Perrone							
Councilwoman Whitfield							
Deputy Mayor McIntosh							
Mayor Worthy							

NOW THEREFORE BE IT FURTHER RESOLVED that the Clerk of Willingboro Township shall transmit a copy of this Resolution and the Notice as required by the State Planning Rules to the State Planning Commission and the New Jersey State Office of Planning Advocacy.

Certification Date:

Seal: _____

RESOLUTION APPOINTING GEORGE M. BROWN AS QUALIFIED PURCHASING AGENT

WHEREAS, N.J.A.C. 5:34-5 et. seq. establishes the criteria for qualifying as a Qualified Purchasing Agent; and

WHEREAS, George M. Brown possesses the designation of Qualified Purchasing Agent as issued by the Director of the Division of Local Government Services in accordance with N.J.A.C. 5:34-5 et seq.; and

WHEREAS, the Township of Willingboro’s bid and quotation thresholds are \$44,000 and \$6,600 respectively.

NOW, THEREFORE, BE IT RESOLVED that the governing body hereby appoints George M. Brown as the Qualified Purchasing Agent authorized to exercise the duties of a purchasing agent pursuant to N.J.S.A. 40A:11-3, with specific relevance to the authority, responsibility, and accountability of the purchasing activity of the contracting unit and, as permitted by law, the Township of Willingboro also hereby authorizes and confirms that, with George M. Brown as its Qualified Purchasing Agent, will continue to take advantage of the higher bid threshold pursuant to N.J.S.A. 40A:11-3.

BE IT FURTHER RESOLVED, that George M. Brown will receive a stipend in the amount of \$5,000 as the Purchasing Agent for the year 2021.

Adopted: September 21, 2021

Councilmember	Motion	2nd	Yea	Nay	Recuse	Abstain	Absent
Councilman Anderson							
Councilwoman Perrone							
Councilwoman Whitfield							
Deputy Mayor McIntosh							
Mayor Worthy							

 Dr. Tiffani Worthy
 Mayor

 Brenda Bligen, MBA
 Acting Township Clerk

RESOLUTION 2021- 159

ADOPTING THE WILLINGBORO TOWNSHIP STRATEGIC PLAN 2021-2026

WHEREAS, the Willingboro Township Council developed a Strategic Plan (the “Plan”) through engagement with key constituents through diverse methods of engagements, including focus groups, virtual and in-person conversations, and surveys that further informed the Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis, and provides guidance on priorities and goals for the coming years;

WHEREAS, the Plan should be revisited every 3 years and updated through a formal review with formal action by Council to continue to promote strategic, thoughtful, and inclusive plans for the community aligned with clear goals for the administration to execute the strategy; and

WHEREAS, the Mayor and Township Council believe that adopting the Plan is in the best interest of the Township; and

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, does adopt the Willingboro Township Strategic Plan.

<i>Councilmember</i>	<i>Motion</i>	<i>2nd</i>	<i>Yea</i>	<i>Nay</i>	<i>Recuse</i>	<i>Abstain</i>	<i>Absent</i>
<i>Councilman Anderson</i>							
<i>Councilwoman Perrone</i>							
<i>Councilwoman Whitfield</i>							
<i>Deputy Mayor McIntosh</i>							
<i>Mayor Worthy</i>							

Dr. Tiffani Worthy
Mayor

ATTEST

Brenda Bligen , MBA
A., Township Clerk

RESOLUTION 2021- 158

RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ENTER INTO AN AGREEMENT WITH SCHAEFER SYSTEMS INTERNATIONAL, INC A CONTRACTED PARTICIPANT IN THE HOUSTON – GALVESTON AREA COUNCIL OF GOVERNMENTS (HGACBUY) COOPERATIVE CONTRACT NUMBER #RC01-21

WHEREAS, The Township of Willingboro wishes to enter into an agreement with Schaefer Systems International, LLC, located at 10021 Westlake Drive, Charlotte, NC 28273 to purchase 500 95 Gallon Bar Carts for a total cost of \$30,265.00; and

WHEREAS, the Township of Willingboro is a member in good standing of a National Cooperative Purchasing Agreement known as the Houston – Galveston Area Council of Governments (HGACBuy) per Willingboro Township Resolution 2018-136; and

WHEREAS, Schaefer Systems International, LLC, located at 10021 Westlake Drive, Charlotte , NC 28273 has been awarded contract #RC01-21 for Refuse Carts by HGACBuy; and

WHEREAS, the qualified purchasing agent recommends the utilization of this contract on the grounds that it represents the best price available, and a certification of the funds available; and

WHEREAS, the funds are available for this purpose as is indicated by the Chief Finance Officer’s attached certification; and

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, on this 21st day of September 2021, in open public session that the Township Council authorizes the Mayor to execute an agreement with Schaefer Systems International, LLC, and that is consistent with this resolution, and

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to Schaefer Systems International, LLC and the Finance Director for their information and attention.

Councilmember	Motion	2nd	Yea	Nay	Recuse	Abstain	Absent
Councilman Anderson							
Councilwoman Perrone							
Councilwoman Whitfield							
Deputy Mayor McIntosh							
Mayor Worthy							

Attest:

Brenda Bligen, Acting Township Clerk

Dr. Tiffani Worthy, Mayor

RESOLUTION 2021-_____

RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ENTER INTO AN AGREEMENT WITH SCHAEFER SYSTEMS INTERNATIONAL, INC A CONTRACTED PARTICIPANT IN THE HGAC COOPERATIVE CONTRACT NUMBER #RC01-21

WHEREAS, the Township of Willingboro is a member in good standing with the HGAC Buy per Willingboro Township Resolution 2018-136; and

WHEREAS, *Schaefer Systems International, LLC*, located at 10021 Westlake Drive, Charlotte , NC 28273 has been awarded contract #RC01-21 for Refuse Carts by **HGAC Buy**; and

WHEREAS, The Township of Willingboro wishes to enter into an agreement with *Schaefer Systems International, LLC*, located at 10021 Westlake Drive, Charlotte , NC 28273 utilizing the awarded contract #RC01-21, to purchase a 500 95 Gallon Bar Carts; and

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public Contracts Law, *N.J.S.A.* 40A: 11-12; and

WHEREAS, *Schaefer Systems International, LLC*, has submitted a proposal #019184-2 on August 31 2021 indicating the purchase price of the 500 95 gallon bar carts in the amount of \$ 27915.00 and an additional \$2350.00 shipping costs for a total cost of \$30,265.00; and

WHEREAS, the qualified purchasing agent recommends the utilization of this contract on the grounds that it represents the best price available, and a certification of the funds available; and

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

WHEREAS, the anticipated term of this contract is through the completion of the project upon approval by this governing body.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, on this 21st day of September 2021, in open public session that the Township Council authorizes the Mayor to execute an agreement with *Schaefer Systems International, LLC* , and that is consistent with this resolution, and

BE IT FURTHER RESOLVED, Funds have been appropriated through the 2020 Tonnage; and

BE IT FURTHER RESOLVED, The Mayor is hereby authorized to sign the contract documents necessary to effectuate the award of this contract. The Township Attorney shall review any and all contractual documents prepared in furtherance of this award; and

BE IT FURTHER RESOLVED, That certified copies of this Resolution shall be provided to *Schaefer Systems International, LLC* and the Finance Director for their information and attention.

Attest:

Brenda Bligen, Acting Township Clerk

Dr. Tiffani Worthy, Mayor

September 17, 2021

Dr. Tiffani A. Worthy, Mayor
Kaya McIntosh, Deputy Mayor
Council Member Nathaniel Anderson
Council Member Rebecca Perrone
Council Member Samantha Whitfield

Re: Report of The Willingboro Planning Board: 7th Amendment to
Route 130 Redevelopment Plan

Dear Mayor Worth and Members of the Willingboro Township Council:

This letter contains the report and recommendations of the Willingboro Township Planning Board (“Board”) pursuant to N.J.S.A. 40A:12A-7(e), based on the Board’s review of the proposed 7th Amendment to the Route 130 Redevelopment Plan (the “7th Amendment Plan”).

The 7th Amendment Plan was referred for Planning Board review on July 6, 2021. The statutory 45-day limit for the Board’s report ends on August 20, 2021. The Board considered the matter at two public meetings: the regular meeting of August 9, 2021 and a special meeting on August 16, 2021. The text of the proposed 7th Amendment Plan was set out in the 20-page report entitled “Route 130 Redevelopment Plan, 7th Amendment, Block 5.01, Lot 13.01”, prepared by CME Associates, dated May 2021 (the “CME Report”). A copy of the CME Report accompanies this letter; and reference will be made below to specific items within the Report where appropriate.

Based on the Board’s review of the CME Report, and consideration of the comments offered during the public hearings by Board members and professionals, the owner of the subject property and his professional consultants, and the public, the Board concludes that the 7th Amendment Plan is consistent with the Willingboro Township Master Plan.

In accordance with N.J.S.A. 40A:12A-7(e) and at the outset, the Board desires that the proposed 7th Amendment Plan remains in full conformance with the December 28, 2007 Final Settlement Agreement executed by the Atlantic Delta Corp. at Montgomery, Inc., the Township of Willingboro and the Planning Board of the Township of Willingboro. The Board also makes the following recommendations for consideration by Council in its deliberations over the final content of the 7th Amendment Plan:

1. “Warehouses” should be expressly noted as a “Prohibited Use” (see, page 8 of the CME Report).
2. Size and/or locational restrictions should be considered for the permitted use of “self-storage facilities,” to limit massing, particularly along road frontages.

3. The set-aside for affordable housing is proposed to be 15%, below the 20% standard set out in Chapter 79 of the Willingboro General Code (see, page 15 of the CME Report). Council should confirm that provision is consistent with the Township's legal standards and obligations.
4. Consideration should be given to encouraging developments to incorporate solar energy systems, perhaps through allowances under bulk standards for setbacks, coverage etc.
5. "Microspaces" for use by multiple businesses on a flexible/shared basis, should be considered as a permitted principal use (see, page 7 of the CME Report).

Additionally, for Council's consideration, the Board encloses a copy of the August 15, 2021 correspondence from its Engineer, C. A. Turner Engineering Consultants and Associates.

Respectfully submitted,

Lavonne Johnson, Chair
Willingboro Planning Board

Attachments



C. A. Turner Engineering Consultants & Associates

Address: P. O. Box 455, Willingboro, NJ 08046

Phone: (609) 877-4787 • Fax: (609) 526-5568 • Email: thecaturner@gmail.com

(Sent via email: Reyan Frank: rfrank@willingboronj.gov)

August 15, 2021

Willingboro Township
Municipal Complex
1 Rev. Dr. M. L. King, Jr., Drive
Willingboro, New Jersey 08046

ATTN: Reyan Frank, Deputy Township Clerk

RE: ROUTE 130 REDEVELOPMENT PLAN

Dear Ms. Frank:

We are in receipt and have completed our initial review of the above mentioned project. The submittals received are as follows:

1. Survey of Respondents
2. Color Site Plan
3. Interior Rendering
4. Exterior Rendering
5. Conceptual Market Floor Plan

Our review resulted in the following comments:

- 1) The title of this document is confusing and misleading. It cannot be determined whether the 7th amendment to the Redevelopment Plan is an amendment to the approved and existing Avery development plan or is establishing a new Development plan (removing Block 5.01, Lot 13.01 from the previously approved Avery Development Plan and establishing a new set of criteria for this Block and Lot). Additionally, the source of reference for the Amendment was not provided to compare and review the proposed changes. Neither is there any verbiage presented to clarify the intent of the Amendment.

It is recommended that the Applicant provide all approved source materials used to establish the basis of this Amendment. (If the source was the Avery Development Plan only, then, provide the originally approved Development Plan and any approved corresponding amendments leading to this amendment is to be provided. If it pertains to the Willingboro Route 130 Redevelopment Plan, then, provide a copy of the originally approved Plan and any approved corresponding amendments).





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- 2) Having not been the Planning Board Engineer when the original Development Plan for the Avery was approved, it is my understanding that the original plan approved the construction of 450 apartments over a 28 acre parcel in addition to the construction of business properties over a 10 acre parcel. The original agreement required the construction of the business properties before any residential apartment construction could begin. At some point, the Applicant petitioned the Council to allow the construction of the apartments prior to the business properties because the Applicant could not find any businesses for the business parcel. The Council approved this change with the Applicant's agreement that the Business area would be constructed afterwards. We are not certain whether this agreement was done by Amendment, but whatever instrument used should be an attachment to this Amendment proposal.

- 3) Based on an article in the Burlington County Times, dated September 19, 2019 (attached), the Applicant was summoned by Township Council for an update on the Avery Business Area. The Applicant proposed building a self-storage facility concluding that market research shows that a storage facility is a viable project for the location, while a restaurant or shopping center is unrealistic (at least for now). The Council was skeptical of the storage facility. The article notes the Applicant stating that if he couldn't build this.....it can continue to stay empty. It was suggested that the Applicant form a committee with community members to brainstorm possibilities for the property. It was also encouraged that the company consult with the County, which have previously conducted market research on the Route 130 corridor. Because the property is within a redevelopment area, the Applicant would need the Council's approval in amending the redevelopment plan to allow for self-storage.

The Applicant has provided a summary of a survey of approximately 470 residents for the types of restaurants (food services) they would prefer. The survey (attached) was conducted by Survey Monkey and includes the statistical breakdown. It would be helpful to know, whether the Applicant worked with the community in its search for businesses and whether they contacted the County regarding the market research and what was the result.

BODY OF PROPOSED AMENDMENT 7:

The proposed amendment 7 petitions to:

1. Redefine the approved uses for Block 5.01, Lot 13.01, which was originally exclusive to business.
2. Provide a new set of standards and rules for the Block 5.01, Lot 13.01, which would:
 - a. Allow storage facility use in this area;
 - b. Allow residential apartments in this area;





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The Applicant proposes to construct one allowed use in this area (open air restaurant market), which occupies the smallest area of all the proposed revisions to the Lot.

3. Obtain blanket approval through the amendment for:
 - a. Non-specified revisions, changes, etc. to the Township Codes, Rt. 130 Redevelopment Plan, Avery Plan, etc.;
 - b. Unseen renderings of the proposed storage facility;
 - c. Unseen renderings of the proposed Apartments.

4. The Applicant's proposed Amendment states:

" Except where otherwise noted, this plan shall supersede the underlying zoning regulations and any regulations found in previous amendments to the Route 130 Redevelopment Plan, including use, bulk, and design standards of the Township Code as they relate to the area governed by this Redevelopment Plan".

If approved, this would allow the Applicant to ignore any Township codes and standards, previous amendments and Redevelopment regulations and construct to whatever standards he chooses (some he has included, but in a bigger part is not included). It is recommended that the Planning Board disallow this amendment statement. In its place, the Planning Board can note that "Only those changes, revisions, etc. that have been fully identified (shown where it applies), reviewed, approved and contained in this amendment shall be allowed outside of the normal site plan/subdivision zoning process.

5. **Under Zoning Requirements**, the Applicant proposes:
 - a. That compliance with the following standards within this "zoning requirements" section shall be treated as zoning regulations. Any deviation from these standards that would result in a "d" variance shall be addressed as an amendment to the plan. Neither the Planning Board nor the Zoning Board of
 - b. Adjustment shall have the authority to allow deviations from these standards which would result in a "d" variance.
 - c. The Planning Board shall have the authority to grant any deviations from these standards which would result in a "c" variance, to the same extent that they may grant relief from such standards under normal subdivision and site plan review processes.





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The Applicant under this section refers to Permitted uses and incorporates lists for permitted principal uses, permitted accessory uses, permitted conditional uses, prohibited uses and area, yard, and bulk requirements.

The Applicant shall provide the sources used to create these lists, noting section requiring amending, proposed amendment, and where in the construction it pertains.

A preliminary review of the proposed changes against the Township Code revealed:

Permitted Uses.....self storage facilities, multi-family residences, townhouse residences, mixed-use development of any permitted commercial use ARE BEING ADDED.

Permitted Accessory Uses.....valet parking service (?), recycling and solid waste (separate section), stormwater management facilities (separate section), solar energy installation (?), temporary construction trailers (?)

Permitted Conditional Uses.....added home occupation (?)

(?).....intent unknown

The Applicant shall provide the source for the uses provided and indicate which were omitted, added, revised etc. Should the Board be required to act on the Zoning Requirement proposal contained in 5, it is recommended that any, variance or waiver required, be identified and included as part of this amendment. The applicant shall explain the rationale for considering stand alone requirements as uses, and the selection of added uses. Light industry is a permitted use in the B-1 Zone, however, the applicant proposed to have it prohibited under this amendment.

Area, Yard, and Bulk Requirements

The Applicant shall provide the source materials used to create the proposed Redevelopment Area Bulk Standards and Indicate which were omitted, added, revised, etc.

When reviewed against the Township Code, there are many discrepancies regarding minimum setbacks, impervious coverage, building height, etc. The Applicant shall indicate how the special design requirements of Section 370-54 are being addressed. Being that this zone, does not provide for residential uses, provide the source used to develop the bulk standards.

Off-Street Parking and Loading Requirements

2. Off-street parking and loading for any non-residential uses shall be provided in accordance with Chapter 370-76 and Chapter 370-77 of the Township Zoning Ordinance, with the following exceptions:





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- For retail, restaurants, or office uses, dedicated loading spaces are not required
- Self-storage facilities shall provide at least 1 dedicated loading space.

According to the referenced Chapters, the storage facility cannot meet the current parking requirement, i.e., "Parking in any B-1 District fronting on U.S. Route No. 130 shall require paved off street parking spaces at a ratio of one space per 200 square feet of gross floor area or fraction thereof". This would require 559 parking spaces. Additionally, the loading spaces required for the storage facility is approximately 5, and 1 is required for the food court restaurants.

6. Under Design Standards, the Applicant proposes:
 - a. The following standards are intended to provide guidance in regards to the aesthetics of landscaping, building design, parking and circulation, and other site amenities and design features in order to encourage a high standard of development.
 - b. Any deviation from the following Design Standards of this Redevelopment Plan shall be treated as a design waiver. The Planning board shall have the authority to grant design waivers as an exception to these standards if it finds that the proposed conditions are satisfactory, and such deviation is appropriate under the circumstances, and that such deviation does not substantially depart from the intent of this Redevelopment Plan.

The Applicant under this section refers to Design Standards and incorporates lists for Landscape Standards, Lighting Standards, Circulation Standards, Building Standards and Signage Design Standards.

Because of the amount of time that it would require to review the possible cause and effect of the proposed standard, locating where in the construction it applies, and which government agencies would be involved, it is recommended that the Applicant provide the sources used to revise these standards, noting section requesting amendment, proposed amendment, where in the construction it pertains and what other government agency it might involve.





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Summary

The proposed 7th amendment and the accompanying concept plan presented are confusing and misleading when it comes to recommending approval, because of the lack of missing information required:

1. The title; Route 130 Redevelopment Plan - 7th amendment..... Is this proposal a 7th amendment to the Route 130 Redevelopment Plan, establishing a new Development Plan within the Route 130 corridor, or is this an amendment to the approved Avery Development Plan establishing residential approval for over 400 apartment units over 28 acres and business properties over 10 acres (Block 5.01, Lot 13.01)?
2. Concept Plan..... The conceptual plan provided and its corresponding elevation plan is confusing and seems to be misleading. The concept plan shows a parking area adjacent to what appears to be a grassy area (noted by green); however, the elevation shows brick pavers and no parking area. There is no buffer area separating the residential property from the business area, residential area, and the wetlands. There is no trash and recyclable areas shown for either the storage facility, open-air food court or the residential areas proposed. The required open space area designation is not shown. Based on the new Stormwater Management regulations, the size, location, capacity and application requirements of percolation tests, and the installation requirements of the infiltration system when compared to the proposal request to increase the impervious coverage allowance from 50% to 70% for residential and 90% for non-commercial is a major concern.
3. Intent..... Is this proposed amendment intended to change the original Avery Development plan and its original intent to have this Block and Lot from being exclusively for businesses to having this Block and lot to now include additional apartments, storage facilities and other uses, realizing that this would prevent the opportunity for businesses in this area in the future? Was the County notified regarding the market study? Did the Applicant work with Community Boards and Commissions as recommended by the Township Council, to determine whether businesses can be identified for this area?
4. Under *Relationship To Township Land Development Regulations*, to approve the allowance to “supersede the underlying zoning regulations, and any regulations found in previous amendments to the Route 130 Redevelopment Plan, including use, bulk, and design standards of the Township Code as they relate to the area governed by this Redevelopment Plan” forces the Planning Board to recommend and the Council to approve variances and waivers without knowing what exactly the variance or waiver is for; where it applies; whether it creates additional waivers and variances not considered and whether it is within their jurisdiction to grant the approval. The approval, if granted, implies that the Planning Board has reviewed the causes requiring the request for variance and waiver, agree that the waiver and variance are necessary and would not disturb the intent of the area being developed, the surrounding areas, and are within their jurisdiction to approve. It should be noted that, approval would mean that when the site plan is submitted for review, the review might expose additional waivers and variances required, however the language contained in the amendment would deem it automatically approved.





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5. Under Zoning Requirements, the Planning Board must determine whether they recommend adding:

a. Under Permitted Use:

- i. Self-Storage Facilities;
- ii. Multi-Family residences;
- iii. Townhouse residences, and
- iv. Mixed-use development of any permitted commercial uses to the current permitted uses,

Or disallow these additions to have the Block and lot remain exclusively for businesses;

b. Under Permitted Accessory Uses, adding:

- i. Valet parking services;
- ii. Storage areas for recycling and solid waste material (section already exists);
- iii. Stormwater management facilities (has its own ordinance);
- iv. Solar energy installation; and
- v. Temporary construction trailers.

c. Under Permitted Conditional Uses, adding:

- i. Home occupations

d. Under Prohibited Uses, adding:

- i. Light manufacturing..... (This is currently allowed under permitted uses as O).

e. Under Area, Yard, and Bulk Requirements:

The Redevelopment Area Bulk Standards Chart provided proposes bulk standards for Residential uses and Non-Residential uses (currently not in concert with the original intent of this lot and block being exclusively for businesses). The sources from which these standards have been prepared have not been provided such that a comparison with the current standards could be reviewed, nor how they apply to the submitted concept plan. A cursory review of the Township Code resulted in the creation of additional issues surmounting to the lot not being large enough to house the uses proposed and comply with a number of other regulations. A few examples are:

1. Approval to increase the maximum impervious coverage from 50% to 70% for residential uses and 90% for non-residential uses.....the location, treatment, temperature and capacity of the stormwater generated would require an infiltration management system larger than what is being depicted on the concept plan. This would require a reduction in the impervious coverage and cause a revision to the layout of the concept plan. Should the areas proposed for the stormwater





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management systems not meet the separation criteria, percolation rate requirement and found to be unsuitable for an infiltration system, and a new area is required, the plan layout would change. Additionally, because of the closeness to the wetland area, the 100 year flood line might present a problem for the infiltration system.

2. Minimum Parking setback from the Public ROW..... The applicant proposes 10 feet, section 370-54.A.(1) require that "Each building or group of buildings used for nonresidential purposes and its parking or service areas shall be physically separated from the highway or arterial by a curb and a low planting strip of not less than 20 feet in depth. Rt. 130 is a state highway. The Township uses the NJDOT requirements in their standards. The Planning Board recommendation to the Council for approval to this would surely be overruled by the NJDOT. Based on the concept plan, should this not be approved, this would require the parking driveway, spaces and a layout change.
 3. Maximum Building Height.....The Township Code limits the maximum building height to 35 feet and 2 ½ stories. The Applicant proposes a building height of 45 feet for the residential and non-residential uses, and 3 stories for the residential.
 4. Minimum Building Setback.....The Township Code requires 50 feet. The Applicant proposes 50 feet for residential uses and 25 feet for non-residential uses.
- f. Under Off-Street Parking and Loading Requirements.....
- i. The Township Code 370-76.B. (12) requires that parking in any B-1 District fronting on U.S Route 130 shall require paved off-street parking spaces at a ratio of one space per 200 square feet of gross floor area or fraction thereof.
 1. The gross floor area of the proposed self-storage facility equals 111,861 square feet, requiring 559 parking spaces. The applicant proposes 14 parking spaces and 2 HC spaces
 2. The gross floor area of the open-food court equals 12,000 square feet, requiring 60 parking spaces. The applicant provides 78.
 - ii. The Township Code 370-77.A. require one (1) truck standing, loading, and unloading space to the rear or side of the premises not less than 12 feet in width, 35 feet in length, and 14 feet in height for the 1st 5,000 square feet of gross building area erected. One additional truck space of these dimensions shall be provided for every additional 20,000 square feet, or fraction thereof, of gross area in the building.
 1. The gross floor area of the proposed self-storage facility equals 111,861 square feet, requiring 6 loading spaces. The applicant proposes 1 parking space, however, none are shown on the concept plan
 2. The gross floor area of the open-food court equals 12,000 square feet, requiring 1 loading space. The applicant proposes no loading space and none are shown on the plan.





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g. Under Additional Zoning Requirements

- i. The Township Code 370-54 Additional Requirements..... Establishes special provisions for the B-1 District that abuts U.S. Route 130 regarding parking and building setbacks, frontage, curb cuts, ten acre or larger tracts and accessways for lots exempt from the ten-acre plan requirement.
- ii. The applicant has replaced this section with:
 1. Storage of products, materials, supplies, equipment, goods or other items are prohibited from being stored or displayed outside the confines of any building or permanent structures except for restaurant outdoor seating, bicycle storage, approved garden centers sales areas and areas used for temporary seasonal outdoor sales. **Applicant to explain.**
 2. Permanent trailers or storage containers are prohibited on any property within the development. **Applicant to explain.**
 3. A minimum of 20 % of the residential tract area shall be dedicated to open space. This open space may include any wetlands and stormwater management basins. **Applicant to explain.**

6. Under Design Standards, the Planning Board must determine whether they recommend:

Landscape Standards

- a. Landscape may include ground cover, evergreen and deciduous trees, shrubs, berms, fencing, and naturally occurring features.

Article XV 370-72.C. (2).....The landscaping shall consist of massed evergreen and deciduous trees and shrubs of such species and size as will produce, within three growing seasons, a screen at least six feet in height and of such density as will obscure 75% of the glare of automobile headlights emitted from the premises throughout the full course of the year.

Article XV 370-73Landscaping consisting of attractive trees, shrubs, plants and grass lawns shall be required and planted in accordance with site plans.

The applicant proposes to also include berms and naturally occurring features. The applicant shall explain.
- b. Street trees are required to be provided along the frontage of all public streets other than Route 130 or commercially developed areas. These trees shall be spaced at minimum 50 feet on center.

No source reference provided.
- c. Trees shall be set back a minimum of 10 feet from utilities including overhead wire or underground utility line.

No source reference provided.





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- d. All disturbed areas that are to be vegetated are to be covered with a minimum of 4 inches of topsoil. Topsoil disturbed in the course of development is not to be removed from the site and is to be stored for redistribution.
- e. A 10 foot-wide landscape strip shall be provided along the Route 130 frontage. This landscaping strip shall include a mixture of grasses, shrubs, shade trees, and flowering bushes and may include stormwater management areas.

Article XI 370-54.A.....Special design requirements. In order to encourage the sound development of major highway frontage, the following special provisions shall apply in any location in the B-1 District which abuts U.S. Route 130 and other roads designated as arterial by the Township Development Plan:

1. **Access barrier. Access to U.S. Route 130 and major arterials shall be controlled in the interest of public safety. Each building or group of buildings used for nonresidential purposes and its parking or service areas shall be physically separated from the highway or arterial by a curb and a low planting strip of not less than 20 feet in depth. The applicant proposes a 10 foot depth. This is a state highway and the Township includes the state's specifications. The applicant shall explain the inclusion of stormwater management areas.**
- f. All off-street loading areas shall be screened by a combination of fencing and evergreen landscaping or placed behind principal structures, to minimize views of the loading platforms.
Article XVI 370-77.E.....Whenever an off-street loading and unloading area shall be located next to a residential zone, the loading and unloading area shall be suitably screened and buffered in accordance with 370-73 of this Chapter.
Article XV 370-73Landscaping consisting of attractive trees, shrubs, plants and grass lawns shall be required and planted in accordance with site plans.
 - g. All off-street parking areas shall be surrounded by a landscape buffer of at least 10 feet in width where they abut or are across the street from a residential use.
Article XVI 370-75.D.....Parking areas may abut side and rear yard lines except where the intended commercial or administrative offices abut residential zones or uses. In such instances, no parking shall be permitted within 10 feet of any property line. In any zone where a parking area of four or more spaces is created within or adjacent to or across the street from a residential zone, buffering shall be provided between the parking area and the property line so related to the residential area, in accordance with Article XV of this Chapter.
Article XV 370-73Landscaping consisting of attractive trees, shrubs, plants and grass lawns shall be required and planted in accordance with site plans.
Article XV 370-74.A.....Special buffer planting shall be provided along the side and rear property lines of all administrative, business and industrial uses or zones as to provide protection to adjacent





C. A. Turner Engineering Consultants & Associates

Address: P. O. Box 455, Willingboro, NJ 08046

Phone: (609) 877-4787 • Fax: (609) 526-5568 • Email: thecaturner@gmail.com

properties where such lot lines abut residential uses or zones. Such buffer planting shall consist of massed evergreens as set forth in 370-72C(2) and shall be at least 10 feet in depth and as otherwise specified in 370-54A.

- h. Storage areas for refuse and recycling shall be screened by a solid fence of at least 6 feet in height, and evergreen trees or shrubs at least 6 feet in height at the time of installation, if they are visible from a public street. If landscape screening is not possible, the refuse enclosures shall be constructed of masonry construction compatible with the building it services.

Article XVII 370-92 Trash Storage Areas..... There shall be constructed and located in the rear of all nonresidential structures a fully screened trash storage area five feet in height and of such other dimensions as will be adequate under the particular circumstances to properly store the trash and waste resulting from the respective use.

The fully screened trash storage area is required whether it is visible from a public street or not.

- i. Stormwater management basins shall be surrounded by a fence with a minimum height of 4 feet if the basin is proposed as a wet pond. Such fence shall be a split rail style with vinyl coating and wire mesh backing.

The applicant is referred to the newly created Stormwater management ordinance. Wet pond and detention basins are not allowed.

7. Circulation Standards:

- a. There shall be a maximum of two (2) driveway openings onto Route 130, one each for a residential and commercial/non residential component within the Redevelopment Area.

This shall be revised to one (1) driveway opening onto Route 130, which match the concept plan.

- b. Parking stalls shall be a minimum of 9 feet in width and 18 feet in depth.

Township Code 370-3B.....an off-street space available for the parking of a motor vehicle and which in this chapter is held to be an area 10 feet wide and 20 feet long, exclusive of passageways and driveways appurtenant thereto and giving access thereto.

- c. Parking area pavement shall consist of 1.5" surface course over 3.0" asphalt base course over 6.0" of dense grade aggregate base, unless CBR testing reveals a need for a more substantial or less substantial cross section.

Township Code 205-63.I..... requires pavement of 2.0 inches surface course, 3.0 inches intermediate course and 4.0 inches of base.

8. Building Design Standards

9. Signage Design Standards

10. Affordable Housing Requirements





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RECOMMENDATION

Based on the limited information provided by the applicant in regards to the intent of the proposed amendment title; not being provided with justification and the sources used to develop the proposed zoning requirements and design standards; not being provided with a list of the variances and waivers (implied by the amendment and the concept plan) being requested, where they apply, and why they are required; not being provided with a reasonable sense that the locations proposed for the stormwater management is viable with the requested increase in impervious coverage for both the residential section and non-residential section, such that the proposed conceptual plan can be designed with minor modifications and without additional waivers and variances; not being provided with elevation view renderings of the self-storage facility and apartments; the fact that the obvious waivers and variances such as building heights and stories, increase in maximum impervious coverage, reduction in NJDOT parking setbacks; inconsistencies and lack of certain information such as loading and unloading areas, trash and recycle areas; the number of parking spaces required for the self-storage facility versus the number provided, we cannot recommend this amendment for approval. The applicant is advised to provide the information noted in the review. In order to save time, the applicant is requested to also provide a list of waivers, variances, indicating the hardship, and where they apply.

Should you have any questions or concerns, please contact me,

Carl A. Turner PE
Willingboro Township
Planning Board Engineer
(609) 320-2894
Cturner11@comcast.net

Cc: Yolanda Melville, Esq. (Via email: ymelville@cooperlevenson.com)
Robert R. Stout PE., PLS (Via email: rrs@stoutcaldwell.com)



FINAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made on this 28th day of December 2007, by and between ATLANTIC DELTA CORP. at Montgomery, Inc., a New Jersey Corporation, trading as Weiss Properties (hereinafter referred to as "Atlantic Delta", or "Plaintiff") and THE TOWNSHIP OF WILLINGBORO, and the PLANNING BOARD OF THE TOWNSHIP OF WILLINGBORO (hereinafter collectively referred to as "Willingboro" or "Defendants");

WHEREAS, Plaintiff Atlantic Delta Corp. at Montgomery, Inc. (hereinafter referred to as "Plaintiff" or "Atlantic Delta Corp") filed an exclusionary zoning lawsuit against the Township of Willingboro and the Planning Board of the Township of Willingboro ("Planning Board") (hereinafter the Defendants are collectively referred to as "Willingboro") pursuant to Southern Burlington County NAACP v. Mt. Laurel Township, 92 N.J. 158 (1983) (hereinafter referred to as "Mt. Laurel II") on June 3, 2005; and

WHEREAS, the parties agreed in the Interim Consent Order executed by the Court on January 12, 2007 that Willingboro has not satisfied its full fair share obligation for either the First and Second Round or Third Round; and

WHEREAS, the parties agreed that Plaintiff is entitled to a builder's remedy pursuant to the terms set forth in the Interim Consent Order; and

WHEREAS, a "Whispering Woods" hearing was held on the Interim Consent Order on January 10, 2007; and

WHEREAS, the Court appointed Elizabeth C. McKenzie, P.P., P.A. as Special Master pursuant to the standards in the Mount Laurel II decision to assist the parties in resolving this matter.

WHEREAS, Plaintiff has conveyed its interests in the Site to Willingboro Associates LLC in a transaction which was not at arms' length;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, all parties agree to the terms of this Final Settlement Agreement:

1. Willingboro has an outstanding unsatisfied First and Second Round Obligation at this point in time of at least 90 units of low and moderate income housing.
2. As provided in the Interim Consent Order of January 12, 2007, Plaintiff is entitled to a builder's remedy to permit a mixed use, inclusionary development ("The Project") on its 40 ± acres site fronting on US 130, Pennypacker Drive, and Rockland Drive described on the tax maps as Block 5.1, Lots 5 and 13 ("The Site").
3. The Project shall be divided into two sections, the residential section (Section A) consisting of approximately 28 acres and the non-residential section (Section B) consisting of approximately 12 acres.
4. 450 residential units shall be permitted within Section A, since the Special Master has determined that the final conceptual site plans, Exhibit A and Exhibit B, submitted by the Plaintiff are not contrary to sound land use planning (taking into consideration the wetland buffers) and do not represent a substantial environmental hazard.
5. Plaintiff has supplied conceptual architectural renderings demonstrating that the residential development has been designed in accordance with the architectural features appearing in the photograph previously attached to the Interim Consent Order and also attached hereto as Exhibit C: cultured stone and siding exteriors, pitched

roofs, balconies, and maximum three-story buildings. Plaintiff agrees that an essential and non-severable condition of any approval is to fully comply with this agreement including the within provision relating to the architecture of the residential project. Plaintiff's application for site plan approval shall be in substantial compliance with the conceptual plan provided that the Planning Board and the Applicant may jointly agree to an amendment to the Site Plan which deviates from the conceptual plan. In granting the approval, the Board shall find that there is compliance with the terms of this agreement.

6. Plaintiff shall be entitled to apply for a five-year tax abatement for the residential and non-residential components of the development pursuant to N.J.S.A. 40A:21-1. The application shall comply with the requirements mandated by N.J.S.A. 40A:21-9.
7. Plaintiff shall provide on its site plan for the nonresidential section of the property at least 35,000 square feet of nonresidential development and such additional nonresidential development as is practicable and marketable in view of the portion of the nonresidential section that is not constrained, unless the parties agree otherwise. This determination shall be made after the commercial broker provided for in Paragraph 9 has had the opportunity to expedite the marketing of its commercial component for at least one year and after DOT has made a determination as to the access alternative it required. If the parties dispute how much additional nonresidential development is practical and marketable, the Master shall be available to resolve the dispute. Any canopy for a convenience store or gas station shall be counted against this 35,000 square foot minimum.
8. The Plaintiff, Township and County will meet with the New Jersey Department of

Transportation ("DOT") and seek to enlist the DOT's endorsement of the Concept Plan attached as Exhibit A to this agreement. Plaintiff shall notify the Township of this meeting (and any meeting with the DOT) and give the Township a reasonable opportunity to fully participate in the meeting. If the Township concludes that it is clearly unlikely that the DOT will endorse the approach to access illustrated on Concept Plan A or if the DOT disapproves the approach to access shown on Exhibit A, then Developer shall implement the Concept Plan shown on Exhibit B or such other approach to access required by the DOT. In the event of a dispute as to whether the Township is refusing to concede that it is clearly unlikely that the DOT will authorize the access shown on Concept Plan A, the Master shall be available to resolve the dispute. Plaintiff shall not seek to circumvent this process by meeting or communicating privately with the DOT. Once the DOT informally makes a decision on Concept Plan A or Concept Plan B, Plaintiff shall be free to communicate freely with the DOT. Nothing herein shall excuse Developer from complying with the minimum requirements set forth in paragraph 7.

9. No later than the date it receives preliminary memorialized site plan approval for the residential section or for the entire project, whichever comes first, Plaintiff shall retain a commercial broker, who shall be approved by the Master and the Township, to expedite the marketing of its commercial component. The selected commercial broker shall, beginning three months from the date of the preliminary site plan approval, submit quarterly progress reports to the Master and to the Defendants documenting the broker's attempts to market the nonresidential component. In the event that either the Master or Defendants are dissatisfied with the attempts of Plaintiff or Plaintiff's

broker to market the nonresidential component, the parties shall convene a meeting to discuss the impediments to the successful marketing of the nonresidential component and may modify the terms of this agreement or of the broker's agreement. If the parties are unable to reach an agreement on the marketing issues, either party may, upon notification to the other, seek relief from the Court. Nothing in this Agreement shall preclude Plaintiff from simultaneously seeking preliminary and final site plan approval. In the event that Developer does not receive preliminary memorialized site plan approval within one year from the date this agreement is approved by the Court, the deadlines established by this paragraph shall run from one year from the date this agreement is approved by the Court and not from the date Developer receives preliminary memorialized site plan approval.

10. Plaintiff shall not request or seek any site plan approval or other approval that would require the Township to own or maintain the stormwater system.
11. Plaintiff will set-aside 70 of the 450 units for low and moderate households as affordable units and shall take all actions necessary to entitle the Township for credit for these units and shall pay all administrative fees the Township incurs in conjunction with these units. In the event the Planning Board approves fewer than 450 units, the number of affordable units shall be reduced based upon the following formula: $70/450 \times \text{Number of units approved} = \text{Number of Affordable Units Developer Must Reserve as Affordable Units}$. If formula results in a fraction of .5 or greater, the Developer shall round up. If the nonresidential component of the project creates a fair share obligation of more than 2.5 units, developer shall pay a fee of \$35,000 per unit for each additional unit. As to bedroom distribution in the 70 affordable units, Developer

will follow current COAH rules as to the proper percentages of one, two and three bedroom units. Developer at its sole expense shall further comply with all applicable regulations so as to preserve the Township's entitlement to credit for all 70 affordable rental units or such lesser number as might result from the formula set forth herein.

12. The Township will grant to the Plaintiff an access, underground utility and use easement, consistent with whichever concept plan, attached as Exhibit A and Exhibit B to this agreement, is submitted to and approved by the Planning Board, across the Township-owned frontage on the west side of Rockland Drive. The precise delineation of the easement will be shown on the preliminary site plan approved by the Planning Board. Plaintiff shall maintain the easement area and all improvements within it. Willingboro shall also cooperate in the event that other easements are required.
13. The owner of the development shall provide for the maintenance of all improvements internal to the site with the exception to the access road or jug handle which will be dedicated to the DOT or Township.
14. Willingboro agrees to enact an amendment to the adopted Redevelopment Plan that will govern the Site and a Zoning Ordinance in a form substantially consistent with the form attached hereto as Exhibit D upon recommendation from the Planning Board in accordance with the Redevelopment Act. The proposed amendment to the adopted Redevelopment Plan (hereinafter "the proposed amendment to the redevelopment plan"), which includes the New Ordinance, attached hereto as Exhibit D, is designed to permit (a) the construction of a residential multi-family development of up to 450 units including the low and moderate income units provided in Paragraph 11 in a

manner substantially similar to the concept plan; and (b) the construction of at least 35,000 square feet of non-residential use. Any canopy for a convenience store or gas station shall be counted against this 35,000 square foot minimum.

15. Within thirty (30) days after this agreement is executed by all parties, the Willingboro Council will introduce the proposed amendment to the redevelopment plan and shall schedule a hearing within 30 days after introduction. If a member of the public raises issues or objections which are considered legitimate by the Township's Council, the Township and the Plaintiff will try to amicably resolve the concern. If the Township and Plaintiff disagree about whether or not the issue is legitimate, the matter will be brought before the Master. After the Master makes a recommendation, both parties have 10 days to either accept or reject the Master's recommendation. If a party rejects the Master's recommendation, it will have 20 days to bring a motion in aid of litigant's rights and the parties agree to be bound by the decision of the trial judge. Nothing in this paragraph shall prohibit all parties from mutually agreeing to modifications of the amendment to the Redevelopment Plan or the New Ordinance, before introduction and/or final enactment.

16. An essential and non-severable provision of this agreement is (a) that the Court approves this agreement; (b) that the Court rules that in any evaluation of the defendants' satisfaction of its fair share, it shall be deemed that defendants have satisfied 70 units of the Township's fair share responsibility or such lower number as produced by the following formula: $70/450 \times \text{Number of units approved} = \text{Number of Affordable Units Developer Must Reserve as Affordable Units}$; (c) that the Court further rules that a growth share obligation shall not be attributable to the market units

in this project; and (d) that the immunity previously granted to the Township and Planning Board from Mount Laurel litigation shall continue to shield the Township and Planning Board as they respond to any amended cycle III regulations COAH adopts.

17. Within 60 days after adoption of the proposed amendment to the redevelopment plan, Willingboro shall designate Plaintiff as the Redeveloper and execute a Redevelopment Agreement for the subject property. In the event of failure to do this, Plaintiff may seek the assistance of the Master in mediating the matter and/or file a Motion In Aid of Litigant's Rights.
18. Plaintiff shall provide low and moderate income housing as part of the development in the form of family rental units, which shall be constructed, marketed, administered and occupied in full compliance with all COAH and UHAC Rules in effect at the time this Agreement is executed. Plaintiff shall continue to maintain the deed restrictions as required by current COAH regulations on the affordable units and take any such further action as may be necessary to preserve the Township's entitlement to credits and rental bonuses for the affordable units. This Agreement is premised on the Court awarding Willingboro full COAH credit for each of the 70 affordable family rental units provided for in this Agreement or any lesser amount resulting from the application of the formula set forth in paragraph 11.
19. Plaintiff may initially seek site plan approval for only the residential portion of the site. The parties recognize that the timing for the application for site plan approval for the commercial portion of the site will be determined by the success of the commercial broker, pursuant to paragraph 9, in obtaining written executed leases for

the commercial space.

20. Plaintiff agrees to prepare and submit to the Planning Board an application for preliminary or, at its option, preliminary and final site plan approval as provided in Paragraph 19. The parties recognize that the residential component will be substantially consistent with the Concept Plans, Exhibits A or B, but that the commercial component may vary substantially from the Concept Plan depending upon the needs of the future commercial tenant or tenants.
21. Plaintiff will also seek subdivision approval to subdivide the residential and non-residential components of this Project.
22. Unless the Court requires an earlier submission date, Willingboro agrees to make application to the Superior Court of the State of New Jersey to request the Court to conduct a "Fairness Hearing" as to the Settlement Agreement within thirty (30) days after the date of execution of this Settlement Agreement by the parties.
23. The Planning Board shall adopt a Master Plan Amendment as to the Land Use Element of the Master Plan of the Township of Willingboro consistent with the provisions of this Settlement Agreement within 30 days after execution of this Agreement. In the event of any inconsistency between the revised Master Plan and the proposed amendment to the redevelopment plan, the Planning Board and Governing Body upon enactment of the Ordinance, shall make such findings as required by N.J.S.A. 40:55D-62a. If the Master Plan is not timely adopted in substantial compliance and consistent with the terms of the Agreement or is subsequently amended in a manner contrary to the purposes or intent of this

Agreement, Plaintiff may seek the assistance of the Master in mediating the matter and/or file a Motion in Aid of Litigant's Rights.

24. The Township shall introduce an amendment to its tax abatement ordinance for the residential and non-residential components of Plaintiff's site in January of 2008. The Ordinance may specify whether and in what circumstances the municipal governing body shall enter into written agreements for the exemption and abatement of local real property taxes, provided that a tax abatement agreement shall be entered into for the plaintiff's site in accordance with the new Ordinance and N.J.S.A. 40A:21-1 et seq. The ordinance shall authorize the granting of a five-year abatement of taxes pursuant to N.J.S.A. 40A:21-1 et seq. Both parties agree to be bound by the terms of the "Five-Year Exemption and Abatement Law," N.J.S.A. 40A:21-1.
25. Plaintiff shall file development applications consistent with the New Ordinance, which it anticipates will suffice to enable it to construct up to 450 residential units on the property. Nothing in this agreement shall preclude plaintiff from seeking variances or waivers from the proposed amendment to the redevelopment plan or *de minimus* exceptions from the RSIS regulation. Such requests shall be reviewed by the Planning Board in accordance with the MLUL or RSIS regulations as applicable.
26. Plaintiff shall also have an obligation to file and seek approvals of development applications. The residential component shall be substantially consistent with one of the Concept Plans, Exhibit A or B, depending upon information and response which it has received from the New Jersey Department of Transportation or other sources. The parties recognize that the application for site plan approval for the commercial section may vary substantially from the Concept Plan depending upon the needs of the future

commercial tenant or tenants.

27. The Planning Board shall process Plaintiff's application or applications for preliminary or for preliminary and final site plan approval for the Project upon payment and replenishment of an escrow account with the Township for all costs incurred by the Township with review and inspection of the project in accordance with the MLUL.
28. The Planning Board further agrees to make all reasonable efforts to review the Development Application in accordance with the time specified in the MLUL by taking the following actions:
 - (a) To schedule one (1) additional special meeting per month, at the Developer's request and expenses incurred by the Planning Board in conjunction with such meeting;
 - (b) The engineering representatives shall consult with one another and other professional staff on such regular schedule as they deem appropriate to discuss the status of the application once an application is submitted. Such communications are intended to allow for informal review, comments and discussion in order to expedite the Planning Board's formal review of the plan for development of the Project. Said meetings shall continue until the grant of preliminary approval by the Planning Board, unless both parties deem further meeting unnecessary. The same process shall be followed for final approval applications, if separate from the preliminary approval application, and for subsequent applications.
 - (c) The Planning Board shall issue a completeness determination within 45 days from submission by Plaintiff of its application for site plan approval and subdivision approval. In the event an application is declared incomplete, Plaintiff may either seek mediation with the

master and/or resubmit in which case the second completeness decision shall be made by the Board, or by the authorized professional, if the authority to render a completeness determination is delegated to a professional, within 10 days of re-submission.

- (d) The Planning Board shall have 95 days from the date the application is declared administratively complete to conduct and conclude public hearing(s) as to the application and render a decision on the application for preliminary or the application for preliminary and final approval and/or subdivision approval, unless Plaintiff consents to an extension. Plaintiff shall provide any and all legal notices required under N.J.S.A. 40:55D-12.
- (e) Within the next 30 days, the parties shall attempt to resolve any differences regarding a complete application checklist, environmental report and other such reports and procedures involving this development, which shall result in further changes to the proposed amendment to the redevelopment plan and shall become part of this settlement.
- (f) The Planning Board shall review the new application in accordance with the proposed amendment to the redevelopment plan, the Development Regulations of Willingboro (to the extent that they are not inconsistent with the terms of the Redevelopment Plan) and Residential Site Improvement Standards ("RSIS"). All parties recognize that the Concept Plans attached to this Agreement are preliminary, not fully engineered and may require substantial revisions once the full application is prepared; such reasonable revisions, including but not those required by any governmental agency, to these attachments at that time shall be deemed consistent with the purpose, intent and language of this agreement.

29. Plaintiff shall apply for and obtain at its sole cost and expense such other governmental agency approvals as may be required. Willingboro agrees to promptly

and reasonably cooperate with Plaintiff to the extent necessary so as to obtain such necessary approvals or permits, including but not limited to endorsement of water and sewer permits and treatment works approvals required and other steps required to obtain water and sewer for the site by the MUA. Plaintiff shall pay all costs Defendants reasonably incur in conjunction with such cooperation. If Plaintiff wishes the Master to appear before or communicate with a state agency with respect to any approval issue related to Plaintiff's property or seeks the Master to mediate some other dispute not involving the defendants, Developer shall seek consent of the Township to provide said assistance. If the Township grants its Consent, the Master shall be free to perform the task requested, Developer shall pay all expenses associated therewith and the Township shall be given notice and shall be given the opportunity to participate in all meetings and substantive calls with respect thereto. If the Township does not grant its Consent, Developer shall seek to mediate the dispute with the Master and/or be free to apply to the Court for the authorization to have the master perform the task and defendants shall be free to oppose the request. If the Court grants Developer's request, Developer shall pay all expenses associated therewith and the Township shall be given notice and shall be given the opportunity to participate in all meetings and substantive calls with respect thereto.

30. Master's Fees

A. The parties agree that the Master appointed by the Superior Court, Elizabeth C. McKenzie, P.P., shall be available to mediate disputes arising under this Agreement and to provide services to the parties in discharge of her duties as needed. The parties agree that from the date this Agreement is executed, all cost and expenses

incurred by the Master to mediate a dispute between the Township/Planning Board and Plaintiff shall be borne 50 percent to the Township or Planning Board and 50 percent to the Plaintiff.

B. To the extent that any party claims that the Master has some other duty in conjunction with the plaintiff's project other than to mediate a dispute between the Township or Planning Board and plaintiff, the aggrieved party shall notify the other parties and the parties will attempt to amicably resolve (i) whether the master indeed has the duty to take whatever action is purportedly needed and (ii) if so, who should pay the Master's fees in conjunction therewith. If the matter cannot be amicably resolved, any party may make a motion to the Court and the Court shall decide (i) whether the master has a duty to take whatever action is purportedly needed and (ii) if so, who should pay the Master's fees in conjunction therewith.

C. The Township shall be responsible for all Master's fees associated with developing and reviewing the balance of its Housing Element and Fair Share Plan including making recommendations to the Court in conjunction therewith.

D. Applicants who seek relief from a scarce resource restraint must bear the Master's fees necessitated thereby.

31. Any party hereto may file a motion in aid of litigant's rights in the event it/they contend that there has been a violation of this Agreement.
32. Upon judicial approval of this Agreement and no timely appeal having been filed, the parties shall seek a declaration by the Court certifying the Consent Order or Order approving this agreement as a final judgment pursuant to Rule 4:42-2. The Consent

Order or Order shall further provide that the Court shall retain jurisdiction to consider the Township's efforts to address the balance of its fair share responsibilities as well as any motion in aid of litigant's rights by any of the parties concerning any dispute over the interpretation or implementation of this Agreement or as otherwise provided in this Agreement.

33. It is agreed that in furtherance of this Settlement Agreement, each party shall endeavor to abide by its terms in good faith.
34. Notice shall be provided as follows:

To: **Willingboro Associates LLC**
Attn: Robert Weiss
c/o Weiss Properties
41 Bayard Street, Second Floor
New Brunswick, New Jersey 08901

With copy to:

Kenneth E. Meiser,
Esq. Hill Wallack
LLP
202 Carnegie Center
P.O. Box 5226
Princeton, New Jersey 08543-5226

To: **The Township of Willingboro and
The Planning Board of the Township of
Willingboro Burlington County Municipal
Complex**
1 Salem Road
Willingboro, New Jersey 08046
Attention: Mayor and Council

With a copy to:

Jeffrey R. Surenian, Esq.
Jeffrey R. Surenian and Associates,
LLC Rivers Edge Professional
Building 2052 Route 35, Suite 201

Wall, New Jersey 07719

Michael A. Armstrong, Esq.
Law Office of Michael A. Armstrong
79 Mainbridge Lane
Willingboro, NJ 08046

Uri H. Taenzer
Taenzer Ettenson Stockton & Aberant, PC
123 N Church Street
Box 237
Moorestown, NJ 08057

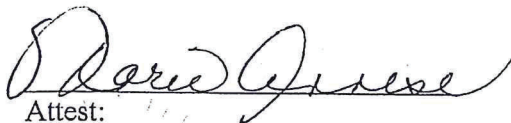
35. In the event that the Plaintiff receives notice of a violation, it will have thirty days to correct the violation or, if such violation requires more than thirty days to correct, to commence correction within thirty days. Plaintiff may, in the alternative, seek mediation with the Master concerning whether there is a violation and/or the means of correcting it. Mediation shall toll the deadlines in this paragraph.
36. This Agreement contains the entire understanding between the parties. It shall be governed by the Laws of the State of New Jersey. The Superior Court of New Jersey, Burlington County, shall retain jurisdiction so as to resolve any dispute arising out of this Agreement or to grant relief in aid of litigant's rights to enforce the purpose and intent of this Agreement or other relief. In the event any provision of this Agreement is deemed invalid, in whole or in part, the remainder of the Agreement shall continue to remain in full force and effect.
37. A. Plaintiff shall be responsible for all application fees, escrow fees, bonding requirements, its pro-rata share of off-site improvements, all administrative costs associated with the creation and implementation of appropriate deed restrictions on the affordable units, any costs the Township incurs in conjunction with its

cooperation with plaintiff and all other expenses contemplated by this agreement.

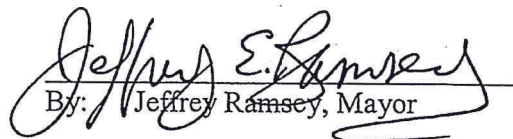
B. Plaintiff shall not be responsible for any affordable housing development fees or any other fee not specified in this agreement.

38. Upon execution of this Settlement Agreement, Plaintiff shall be entitled to submit a site plan application, for completeness review purposes only, prior to the fairness hearing and before the adoption of the Ordinance provided for in the Settlement Agreement.
39. This Agreement was jointly drafted by counsel for both parties and there shall be no presumptions based upon the claim that one party drafted the Agreement.
40. This Agreement may be executed in counterparts with the authorizing resolution of the Township and Planning Board attached.
41. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns and/or transferees. Upon approval by the Court, plaintiff shall record this agreement.

IN WITNESS WHEREOF, we set our hands and seal the date first set forth:


Attest:

The Township of Willingboro


By: Jeffrey Ramsey, Mayor

Willingboro Associates, LLC

Carmela J. Lynch
Witness:

Robert Weiss
By: Robert Weiss, Managing Member

**Planning Board of the
Township of Willingboro**

Sarah Wooding
Attest: PLANNING BD, Secretary

Colin House
By: PLANNING BD, Chairman



**Willingboro Township
2021 - 2026 STRATEGIC PLAN**

Adopted: *Insert date*

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Overview

The strategic plan is a critical tool and an important end-product. It describes a community of the future – one in which Willingboro Township staff, Council, residents, business owners as well as our partners, such as Burlington County Board of Commissioners, can support. The strategic plan contains clear objectives and measurable key results that the Willingboro Township staff and Council will use to inform recommendations, decision making, budgeting, future development, enhancement of the Willingboro Township services, facilities, and more.

The strategic plan clearly communicates where we want to go and how we plan to get there. It should be revisited every 3 years and updated through a formal review with formal action by Council to continue to promote strategic, thoughtful, and inclusive plans for the community aligned with clear goals for the administration to execute the strategy.

The listed Council developed and adopted the 2021-2026 Strategic Plan:

Dr. Tiffani Worthy, Mayor

Kaya McIntosh, Deputy Mayor

Nathaniel Anderson, Councilman

Rebecca Perrone, Councilwoman

Samantha Whitfield, Councilwoman

Background

The Willingboro Township 2021-2026 Strategic Plan presents the vision for the future with an invitation for input from diverse constituents from Willingboro to include: residents, employees, business owners, Township Council, WMUA employees and Commissioners, and Willingboro School District employees and Board Members. The process of plan development began with a Township Council meeting to develop a new mission and vision, a Strategic Planning Special Meeting to review department plans, a Strategic Planning retreat, a series of discussions with focus groups composed of diverse constituents, and survey responses.

During the initial planning process, the Council established a Vision and a Mission, and uncovered the need to establish a set of Values to adopt. We also began the process of analyzing the current state and desired state of Willingboro Township.

This strategic plan was developed through engagement with key constituents through diverse methods of engagements, including focus groups, virtual and in-person conversations, and surveys that further informed the Strengths, Weaknesses,

Opportunities and Threats (SWOT) analysis, and provided guidance on priorities and goals for the coming years.

This planning took place amidst a season of dramatic change due to the COVID19 pandemic.

This strategic plan aims to guide Willingboro Township as the administration and elected officials make decisions at every level that respond to the needs of Willingboro Township. This will be accomplished through five guiding principles, when observed collectively spell POWER and represent that Willingboro residents have the *power*; this is the central theme around which our goals and objectives are built.

- Public safety and wellness for all.
- Optimize financial strategies for stability and growth.
- Well-connected, educated community.
- Economic development and vitality.
- Reliable and forward-looking infrastructure and facilities.

Each area of focus is grounded in our vision, mission and values, and are designed to maximize our strengths to address weaknesses, minimize threats, and seize opportunities for the betterment of Willingboro.

The following four elements are at the center of this strategic plan:

- Vision – our image of the ideal for the future which pictures how Willingboro Township will look and feel.
- Mission –our unifying principle that drives everything we do.
- Values – our unwavering operating beliefs and principles that energize the culture of Willingboro Township in all decision-making by each person at every level.

Vision

To be a vibrant and prosperous Willingboro that honors its history, fosters community pride, celebrates diversity and encourages residents to be good neighbors to each other and the environment.

Mission

To provide a desirable and resilient neighborhood for residents, businesses and visitors through open communication with responsive government, multigenerational participation, and community-engaged planning techniques to ensure long-term growth

and economic development.

Values: *Back to BASICS*

- **Betterment:** We develop and implement relevant, creative, thoughtful processes and solutions that enhance the services and outcomes for the community.
- **Accountability:** We accept responsibility and take ownership for our action, inaction and their outcomes.
- **Service:** We engage all people with a focus on listening to and supporting their needs, anticipating and delivering high quality services and ensuring positive outcomes for the community.
- **Integrity:** We act ethically, honestly, and lead by example by demonstrating alignment between our deeds, words, and intentions that represent the best interest of Willingboro Township.
- **Collaboration:** We openly share our successes and failures to improve our performance and work together at all levels of the organization and across the organization to accomplish the Township's objectives and to provide our residents and business owners with quality service.
- **Success:** We value being part of a team that achieves its goals and exceeds expectations while creating winning outcomes for our community.

Development Elements

The development of our strategic plan is grounded in three elements that will keep our attention on why we do what we do, for whom we do it, where we are going, and how we will focus our energy to get there. These include:

- SWOT – Our Strengths, Weaknesses, Opportunities and Threats.
- Theme – Our overarching priorities that structure and guide the planning process (POWER & BASICS).
- Impact – Our key results and sample tactics will inform creating SMART goals for each department.

Theme

The theme for the 2021-2026 Strategic Plan is POWER. Each objective throughout the plan is directly aligned with the five guiding principles of POWER.

- Public safety and wellness for all.
- Optimize financial strategies for stability and growth.
- Well-connected, educated community.
- Economic development and vitality.
- Reliable and forward-looking infrastructure and facilities.

Each objective includes key results and sample tactics. The Willingboro Township administration is responsible for developing responsible SMART goals and preparing a corresponding proposed budget that responds to the successful execution of each aspect of the Strategic Plan. The administration remains responsible for the day to day effective operations as they accomplish the SMART goals, inform the Willingboro Township Council of progress and the successful execution of the Strategic Plan.

Theme: PUBLIC SAFETY & WELLNESS FOR ALL

Objective: Enhance public safety and quality of enforcement to advance Willingboro's reputation.

In recent years, Willingboro has improved how safe the community feels and we will continue these efforts over the next 5 years. We want to create a Willingboro in which the community and Public Safety department work together, and people feel safe at all times and places throughout the township. We will enhance safety by increasing positive interaction with law enforcement and improving safety infrastructure. We believe that the most important measures of success are how safe our community feels and reductions in crime. Therefore, our key results focus on the community's perceptions of safety and enforcement; ensuring that sense of safety is not impacted by race or ethnicity; and reducing the crime rate.

Key Results

- Increase positive perceptions of safety
- Reduce crime.
- Improve code enforcement processes and perceptions.
- Established baseline of residents' perceptions and concerns of safety through a systematic approach.

Sample Tactics

- Improve street infrastructure (lighting, sidewalks, bike lanes, etc.) throughout Willingboro.
- Employee training to immediately report and address all damage to public infrastructure.
- Proactive code enforcement to include specific plans of approach by park.
- Public safety staff participation in community meetings and events.
- Re-energize Willingboro Neighborhood Watch.

Theme: OPTIMIZE FINANCIAL STRATEGIES FOR STABILITY AND GROWTH

Objective:

Create a high level of financial accountability, regulatory compliance, and capacity to enhance forecasting and projection to enhance data driven decision making.

Key Results:

- Complete a 5-year financial plan for capital investments in operations infrastructure, maintenance, administration, and advancement of systems to ensure high quality, dependable service to residents consistent with achieving the vision of Willingboro Township.
- Maintain a healthy amount of financial capacity to create fiscal sustainability.
- Implement a forward thinking financial service model for pricing services, facility use, and contractors for programs.

Sample Tactics:

- Collaborate interdepartmentally to increase communication and interdependency; create shared accountability for the financial success of Willingboro Township throughout the Willingboro Township Administration.
- Improve policy and oversight recommendations through learning and adapting best practices, staying current with financial trends to optimize the use of financial strategies and enhancing the quality of recommendations to Willingboro Township Council.
- Review current revenue model and research best practices on municipal government service models within New Jersey and develop and recommend ways to implement an enhanced model for the Willingboro Township to adopt to optimize the model for services and facility use.

Theme: WELL-CONNECTED, EDUCATED COMMUNITY

Objective: Inspire and nurture a welcoming and inclusive community that encourages and embodies engagement, collaboration, and equity.

Willingboro is an amazing community of communities. Equipped with understanding that we must intentionally work together to become one Willingboro. While the Willingboro Township governing body and administration are separate from the Willingboro School District, and the Willingboro Municipal Utilities Authority we must work together to enhance the Willingboro experience and quality of life for residents and business owners.

There is a wealth of knowledge, culture and experience to share within Willingboro and it is important to ensure that the government agencies establish formal communication lines to collaborate and we must ensure residents know how to positively connect with and impact the community. Over the next five years, we will enhance and formalize modes of communication amongst government agencies and provide residents with more opportunities to engage with one another, with Willingboro Township Council, and Willingboro administration to cultivate our sense of community. Creating one Willingboro at the governmental level and effectively working together will model the behavior and direction for all of Willingboro. Success will be measured by the perceptions of the community, opportunities to participate, and communication, as well as increased resident participation.

Key Results:

- Establish a baseline of community engagement metrics through a formal and recurring survey process.
- Enhance sense of community and community involvement.
- Community members are informed about programs, events and matters of government agencies.
- Enhanced website with resident centric focus to drive increased engagement with the website.
- Provide continued development of a library system which meets the educational needs of the community.
- Positive trends in education experience measured via survey, parent feedback and through focus groups.
- Encourage parent membership in Willingboro School District PTAs in conjunction with the Board of Education.
- Collaborate with Willingboro Municipal Utilities Authority (WMUA) to increase

resident understanding of Township water, sewer and stormwater issues and infrastructure.

- Resident participation in events hosted or co-hosted in Willingboro Township by government agencies.

Sample Tactics:

- Create and successfully execute a robust communication strategy to reach more residents via website, social media, YouTube, electronic billboards, postal mail and other means of effective marketing.
- Publish an annual Township Events calendar in January of each year with all events and sponsors for the calendar year.
- Collaborate and host recurring community events with Willingboro School District, Willingboro Municipal Utilities Authority and local civic, religious and community organizations.
- Targeted outreach to populations that historically have not engaged with the Township.
- Advocate for improving the quality of education and learning opportunities for our residents' and community's future; *a quality education is a community commitment.*
- Advocate for improved water quality and sewer solutions to ensure best practices and quality results for Willingboro.

Objective: Cultivate an empowered and collaborative organizational culture that is high-performing, value driven, and is known for service excellence.

Willingboro Township government cannot deliver quality services without a wealth of talent, knowledge, experience, and leadership to do the work everyday. We can only respond to resident expectations if we are performing well as an organization. We must identify betterment opportunities in every aspect of what we do and achieve positive outcomes and success. We will measure success by resident, employee, management, and Council experience, departmental collaboration, effectiveness at completing projects, and executing this strategic plan.

Key Results:

- Mandate interdepartmental project plans and goals to increase efficiencies, effectiveness and collaboration to deliver positive results for residents.
- Analyze business practices to enhance efficiencies, reduce redundancies and duplication of efforts; recommend appropriate workforce development solutions.
- Document standard operating procedures for each department to increase

resident experience, business efficiency and business continuity.

- All departments create documented and approved training plans and leadership development/succession plans reviewed by management.
- Successfully execute at least 75% of the strategic plan and by the first regularly scheduled meeting in December 2025 conduct a comprehensive update to Council on progress, identify what's left to do, and discuss the path to successfully complete the plan on schedule.
- All employees have annual SMART goals aligned with the Strategic Plan documented and periodically reviewed.
- All employees consistently receive an annual written performance evaluation and participate in a performance evaluation feedback session with their supervisor.
- Enhanced resident experience based on survey analysis.

Theme: ECONOMIC DEVELOPMENT AND VITALITY

Objective: Plan and facilitate strategic economic development and smart growth to support a variety of businesses that can thrive and serve the diverse needs of our community.

Willingboro is growing and we understand how important it is for our township to remain affordable to develop a thriving and stable environment for individuals and families of all ages and income levels. We must foster and sustain an affordable and stable environment for individuals and families to live, work, play and retire. Residents asked for better shopping, dining and entertainment options and shared concerns about preserving Willingboro's green spaces. Our focus over the next 5 years will continue to develop a thriving Willingboro with the types of businesses and amenities that support the needs of our diverse population. We do not have control over the cost of housing; however, we can advocate for a variety of housing options, increased opportunities to work and live in Willingboro, and strive to keep our services and taxes affordable for all. Therefore, we are measuring success by the community's perceptions, growth in the tax base, and the number of unique independent businesses in the Willingboro community's perception on quality, stability, and value and look forward to implementing quantitative metrics.

Key Results

- Build a resilient economy to build a healthy community diverse enough to withstand economic and environmental shifts that create and retain a high quality of life.
- Improve quality of amenities
- Improve tax base
- Increase small businesses

Sample Tactics

- Benchmark residents' quality of life experience.
- Effective use of incentives to improve quality of development and grow or attract independent businesses.
- Improved public engagement with economic development proposals.
- Comprehensive communications plan to promote Willingboro businesses.
- Create an organizational structure that responds to the current and anticipated community needs and demands.
- Create an inventory of Willingboro Township owned vacant or underutilized properties and develop a real estate disposition plan; gain inputs from WMUA

and WBOE to collect a complete list.

- Implement a facade improvement program.
- Formalize communication channels between the Willingboro Economic Development Committee, Willingboro Township Administration, and the Burlington County Economic Department of Economic Development.
- Encourage quality nonresidential development that is aesthetically pleasing.
- Update and adopt a Master Plan and Zoning Map which specifies land uses for undeveloped areas. Identify current areas where redevelopment is desired, and also recognize appropriate existing land use patterns.

Theme: RELIABLE AND FORWARD-LOOKING INFRASTRUCTURE & FACILITIES

Objective:

Provide infrastructure in the most efficient and equitable manner consistent with sound, environmental and growth management policies and anticipating future requirements.

Stewardship of public infrastructure is a core responsibility of municipal government that drives quality of life, equity, economic development, public safety, and highest value of public investment.

Key Results:

- Implement the best model to respond to Willingboro Township utilities to include water, sewer, and stormwater management.
- Municipal and school district capital investments coordinated both to promote efficiencies and shared-use facilities and to moderate and minimize the impact on taxpayers of needed capital investments.
- Inspections and initial conditions assessments completed for stormwater outfalls.
- Enhance sidewalk network including but not limited to: adding new sidewalks, connect existing disjointed sidewalks, and upgrading undersized sidewalks.
- Create a sidewalk plan and develop an approach to respond to areas of opportunities to enhance and maintain sidewalks throughout Willingboro.
- Comprehensive pavement management plan for all roads aligned with the capital budget.

Tactics:

- Conduct a feasibility study to understand the best model for Willingboro Township utilities to include water, sewer, and stormwater management.
- Inventory of infrastructure to include effectiveness, reliability, and cost.
- Review and update the capital improvement plan and deferred maintenance needs and ensure infrastructure is appropriately prioritized.
- Create a ten-year capital plan to thoughtfully and methodically address the structural underfunding of core assets in a way that reduces projected taxpayer costs.
- Thorough inventory to create an up to date GIS inventory (location, type, size) of all storm-sewer pipes.
- Prepare a drainage master plan, and maintain an updated flood control and run-off program.
- Develop a replacement program with a utility provider for deteriorating and aged utility lines.

Moving Forward

The strategic plan clearly communicates where we want to go and how we plan to get there. This Council adopted strategic plan will be carried out by the Willingboro Township Administration to successfully accomplish the objective with demonstrated key results.

The next steps include but are not limited to the following action items and formal updates to the Council:

- Documenting SMART goals for each department aligned with achieving the objectives within 30 days of the adoption of the strategic plan
- Complete 2021 performance evaluations for all Willingboro Township employees within 45 days of the adoption of the strategic plan
- Creating a comprehensive budget plan and comprehensive budget overview document that shows a complete financial picture of the Township to include projections and capital projects for the next 5 years within 60 days of the adoption of the strategic plan
- Quarterly written update to Council aligned specifically to achieving the objectives and a verbal update included in a specified section of the Municipal Update at a Council Meeting within 90 days of adoption of the strategic plan and each quarter thereafter

The strategic planning process shall become part of the fabric of how Willingboro Township plans, operates and forecasts for the future of the community.

Capital Improvement Priorities

Based on the inputs from Willingboro residents, businesses, employees and the Willingboro Township Council the capital priorities for 2021-2026 are captured in the table below. Changes to the capital improvement approach requires formal Council action through the annual adoption of the capital budget. *Sample template depicted below.*

Project	Year(s)	Approximate Budget	Funding Source
Aggressive road improvement	2022 2023	2022: 2023:	Capital budget <i>Line item:</i>
Aggressive stormwater improvements	2022 2023	2022: 2023:	Capital budget <i>Line item:</i>
Complete the JFK Performing Arts Center	2023		Capital budget <i>Line item:</i>
Enhance existing green spaces	2023		Grant: Capital budget <i>Line item:</i>
Enhance outdoor athletic facilities <i>Turf field & track</i>	2022		Grant: Capital budget <i>Line item:</i>
JFK classroom/office renovations to create revenue generating spaces	2022: Phase I 2024: Phase II 2025: Phase III	2022: 2024: 2025:	Capital budget <i>Line item:</i>
Energy Savings Improvement Program (ESIP)			Capital budget <i>Line item:</i>

APPENDIX A

SWOT ANALYSIS

Comments below were captured from a survey provided to residents, business owners, and employees of Willingboro Township, Willingboro Board of Education and the Willingboro Municipal Utilities Authority.

Strengths:

- Beautiful green spaces, passionate people, green space & water, tree-lined thoroughfares
- Internal and external customers (employees & residents) play an integral part
- Willingboro has a strong distinguished history
- Strong financial base (currently)
- Great place to live coming from the inner cities, great place to work
- caring residents/police/fire/emergency mgmt
- Beautiful community, plenty of activities for all ages, beautiful parks, plenty of local talent.
- Beautiful planned community with beautiful homes
- Willingboro welcomes community feedback and community members are involved
- Lots of positive energy and the outward appearance is great
- Hometown feel
- Knowledge with each generation
- It has potential
- A sense of teamwork... We're all in it together.
- Awesome Police and Fire department
- JFK Rec Centers, Mill Creek Park, Willingboro Lakes, Golf Course, Sports programs in town, School board, and Council members
- Residents love their town
- Convenient location, diverse population, relatively safe community in which to live
- Leadership is improving
- Peace and quiet in certain areas

Weaknesses:

- Communication of anything happening in this town is only seen by a fraction of its population. We need a way to communicate to everyone
- Little economic development and abandoned commercial spaces
- School reputation
- Lack of community empowerment and people who just want to tear down any and everything

- The residents that do not care and lack a sense of community
- Leadership. Indecisiveness. Need to pick a direction and go in it. Starts with the Twp Manager. This is the most critical obstacle to moving forward.
- The Inspection Department doesn't seem to be penalizing those who don't maintain their homes.
- Lack of amenities (cultural, leisure, recreational, educational)
- Power outages during the summer
- Centerton Bridge!!! Willingboro seems to have a lot of Senior Citizens that are not Computer literate
- Negative (internal/external) perceptions, lack of family activities
- Inconsistent maintenance of green spaces and some infrastructure
- Low house values
- Lack of job/educational opportunity
- Lack of diversity, lack of developable industrial space.
- Not tough enough on crime prevention drugs, gangs, property damage and need more patrolling
- Taxes too high
- Infighting, unskilled township employees; Customer service- collaboration /cooperation
- Procrastination; Slow response to need work around town, such as fixing the pavement
- Too many looking out for their self interest and do so at the expense of many

Opportunities:

- Youth sports programs, and places for new and creative businesses to come to town; strengthen the entertainment and business areas that Willingboro offers
- Community outdoor spaces
- Potential new residents and homes being renovated
- Rebrand, rebuild perceptions, green spaces central to success,
- Businesses can come here and grow; allow cannabis businesses
- First time home ownership
- Plenty of opportunity to invest in education, green spaces, community garden programs, community policing programs
- Engaging the community and bringing the community closer so we can behave as a community
- Opportunity to rethink the central direction of the community; Forward thinking of most current council members, improved community engagement
- Development of Route 130 and restaurants requiring liquor license
- Be more open minded to support the technology
- Accessing the varied educational, business & knowledge based residents who live & love Willingboro.
- Improvement in home valuation
- Great place to work, great place to buy a home with ample yard space
- To bring more money into town through ratables (liquor store, cannabis)
- Clean energy projects, social education programs with police/Fire/Council
- Code enforcement needs to do their job
- Offer activities that will keep residents from going to other towns, such as sports arena, dog parks, ice/roller skating rink, learning centers for adults
- great connections
- Selecting a Township Manager. Every challenge is an opportunity to make positive change and positive impact.

Threats:

- Public safety, bad roads, flooding, property value dropping
- Driving safety street lights
- Lack of enforcement of residential codes
- Development desert
- Lack of funding
- Inattentive/unengaged commercial owners of distressed properties
- Old Trees, Wildlife, Storms
- Foreclosures
- Gentrification, raising housing cost making the town unaffordable
- Loss of talent, changes to costs, decrease in quality
- Customer perceptions of how the township is run
- Moving forward another 10 years without taking advantage of the strengths & immediate opportunities before us.
- No rateables. Few resident voices are viewed as representative of the overall community
- Residents leaving due to school system and lack of shopping centers
- Neighboring towns that have ratables so people will take their dollars there.
- House upkeep, misuse of police resources, grand projects that are not thought out
- Lack of leadership
- More residents that lack sense of community
- Ourselves
- Lack of open mind
- Continued traditional business practices
- Crime, police not addressing issues
- The mindset of some of the youth