

WESTAMPTON TOWNSHIP COMMITTEE MEETING

7:00 PM Regular Meeting

May 4, 2021

1. Call Regular Meeting to Order – 7:00 PM
2. Requirements of the Sunshine Law (This meeting was advertised in the Burlington County Times on January 4, 2021 and electronic notice was given pursuant to N.J.A.C. 5:39-1.5). This meeting is being held via the Zoom app. Instructions to join the meeting can be found on the Township website: www.westamptonnj.gov, click on Government, then Mayor & Township Committee. Instructions are found under “News & Information”.
3. Pledge of Allegiance
4. Moment of Silence
5. Roll Call
6. Approval of Agenda – motion & second required
7. Approval of Minutes: Regular Meeting Minutes 4/20/21, Executive Session Minutes 4/20/21 – motion & second required
8. Scheduled Appointments: none
9. Open Meeting to Public Comment on Agenda Items
10. Monthly Reports : None at this time
11. Old Business: None
12. New Business:
13. Ordinances:
 - a. 5-2021 Ordinance Authorizing Westampton Township to Enter into a Financial Agreement with Westampton Logistics Urban Renewal, LLC, Block 902, Lots 1, 2 & 3 (second reading, motion & second required, then open to public for public comment) – this ordinance authorizes the Township to enter into a PILOT agreement with MRP Industrial on land that was designated as a redevelopment area, as per the attached agreement.
14. Resolutions:
 - a. 59-21 Payment of Vouchers – this resolution approves the payment of bills through 5/4/21
 - b. 60-21 Authorize Donation – this resolution authorizes the Police Department to be able to accept a gift of a K9 cage worth \$2,000

- c. 61-21 RCASA Fiscal Grant Cycle July 2020-June 2025 – this resolution allows for the submission of an application for the Municipal Alliance grant for fiscal year 2021 in the amount of \$28,808.00
 - d. 62-21 Endorse & Support Westampton Township’s Housing Element & Fair Share Plan – this resolution affirms the Township’s support of the recently adopted Housing Element & Fair Share Plan
- 15. OPM Mailbox & Correspondence: none
 - 16. Committee Liaison Reports
 - 17. Dates to Remember: next Township Committee meeting May 18, 2021
 - 18. Open Meeting for Public Comment - Please remember to state your name and address for the record.
 - 19. Comments – Township Committee members
 - 20. Adjournment

Please note:

During the first public comment period, any resident or taxpayer of Westampton is welcome to comment on any governmental item of concern limited to the ordinances and resolutions being considered this evening. The second public comment period is open to any item of concern. A total of thirty (30) minutes has been allocated for each of the public comment periods. This time may be extended by the Committee.

If you wish to be heard, come to the podium and give your name and address to the Clerk for the record. The amount of discussion of any single speaker will be limited to three (3) minutes. Large groups are urged to select someone to represent them. No speaker shall engage in any personally offensive, derogatory or abusive remarks. The Mayor shall immediately call to order any speaker who violates this provision. An officer of the WTPD may remove any disruptive person at the Mayor’s discretion.

Public Comment is an opportunity for the public to present their views—both positive and negative. It is not a question and answer period. Neither the Mayor nor Committee Members will engage in a back and forth exchange so speakers are encouraged to present all their views. The Mayor as well as any Committee Member may respond to any comment after such speaker is finished. The Mayor may refer the speaker to the Township Administrator, Department Head or any Committee Member to respond in writing.

WESTAMPTON TOWNSHIP COMMITTEE MEETING

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7:00 PM Regular Meeting Minutes

April 20, 2021

The meeting was called to order and opened at 7:03 PM by Mayor Sandy Henley. Requirements of the Sunshine Law were read. This meeting was advertised in the Burlington County Times on January 4, 2021. This meeting was held remotely via telephone conference call and the Zoom app. The flag was saluted and there was a moment of silence.

Roll Call:

Committeeman DeSilva	Present
Committeeman Eckart	Present
Mayor Henley	Present
Committeewoman Mungo	Present
Committeeman Wisniewski	Present

Administrator Wendy Gibson and Marion Karp, Clerk, were present. Robert Wright, Township Solicitor, and Ronald Gordon, COAH counsel, were also present.

Approve Agenda – motion to approve the agenda made by Ms. Mungo; second by Mr. Wisniewski. All voted yes.

Minutes of the 4/6/21 meeting; executive session minutes of 4/6/21; motion to approve by Mr. DeSilva; second by Mr. Wisniewski. All voted yes, Ms. Mungo abstained.

OPM Mailbox – Nancy Burkley had submitted several questions for the Committee.

Scheduled Appointments: None

Public Comments on Agenda Items

Nancy Burkley – asked if the Committee got raises this year. She then asked about vehicles and what they were for the firehouse. The vehicles to be purchased are two Tahoes; one is to replace one that is nearly 17 years old. The money is coming out of the fire prevention bureau fund. She asked why they were so expensive; Craig Farnsworth stated that they include emergency lights, all equipment and upfit materials. She asked about the correspondence received from the water company; she asked if the Township could find out what the fee

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for Westampton would be. Wendy said there is a special section on the Township website regarding the water company.

Monthly Reports: Police, WTES reports

New Business: None

Ordinances:

a. 4-2021 Ordinance to Amend the Code of Township of Westampton, Chapter 250, Zoning (second reading, motion & second required, then open to public) – this ordinance supplements Chapter 250 by adding the Agrihood Mixed Use Zone. Motion to approve made by Mr. Wisniewski; seconded by Mr. DeSilva. This was opened to the public for comment.

Bill Rafuse, Fernbrooke Drive – he didn't see a rezoning map; Marion Karp explained that the map was contained within the agenda packet and has been posted on the website twice; he wants to know where the warehouse is going to be put on the site. It is nearest the Hilton Garden Inn. When the Hilton went in, the Fernbrooke residents negotiated for a berm, along with trees and a fence. It was explained to Mr. Rafuse that this would not be possible until the site was actually developed and a plan was brought before the Land Development Board.

John Wisniewski spoke, as a member of the Land Development Board, he thought they always looked out for the residents and their needs. He also spoke about the number of homes that was planned for the opposite side of the site; he himself had concerns about how this would increase taxes and overcrowd the schools. He explained that it is impossible to predict the future but the best they could do was to try to plan for it.

Mayor Henley explained that the Hancock Family are Westampton residents as well and they do have the right to sell and or develop their land.

Bryan O'Neal, 15 Mayfaire Circle – asked if the Township Committee was responsible for rezoning land in the community. This rezoning of the Hancock Farm was part of the Housing Element and Fair Share Plan; it starts with the Committee and then goes back to the LDB for review. He asked who determines that you have to have affordable housing in certain areas. Ron Gordon, solicitor, explained that each municipality has the obligation to provide a reasonable opportunity for affordable housing. It is a constitutional obligation; if not provided, a municipality can be stripped of home rule and the courts will take over. Generally, there is a 20% set aside for affordable housing, for rental units there is a 15% set aside for affordable housing. The municipality **must** zone to allow for this housing.

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Susan Baldassare, 429 West Country Club Drive – has concerns about the size of the development and the tax burden. She was concerned that the development would come in with a PILOT. Mayor Henley explained that there is no PILOT deal and that they don't usually agree to them for residential developments. Ron Gordon explained that the only way to stop development is to use the powers of eminent domain and seize the property. All the Township has done is to set the boundaries, nothing is being done until an application is brought before the LDB; the market will dictate how the property is developed. She was worried that they wouldn't be paying taxes and that the other residents would have to support them.

There being no further comment from the public, the meeting was closed. All voted yes.

b. 5-2021 Ordinance Authorizing Westampton Township to Enter into a Financial Agreement with Westampton Logistics Urban Renewal, LLC, Block 902, Lots 1, 2 & 3 (first reading, motion & second required) – this ordinance authorizes the Township to enter into a PILOT agreement with MRP Industrial on land that was designated as a redevelopment area, as per the attached agreement. Motion to approve made by Ms. Mungo; seconded by Mr. Eckart. All voted yes.

Resolutions:

a. 53-21 Payment of Vouchers – this resolution approves the payment of bills through 4/20/21. Motion to approve made by Mr. DeSilva; seconded by Mr. Wisniewski. All voted yes.

b. 54-21 Contact Person, EPT Attorney Consultation Service – this resolution appoints Wendy Gibson as the contact person and Stephen Ent as the additional contact person. Motion to approve made by Mr. DeSilva; seconded by Mr. Eckart. All voted yes.

c. 55-21 Refund Duplicate Tax Payment – this resolution refunds taxes that were overpaid due to a payment by both a title company and a mortgage company as per the attached memo. Motion to approve by Mr. Wisniewski; seconded by Mr. DeSilva. All voted yes.

d. 56-21 Refund Homestead Rebate – this resolution allows for the refund of a homestead rebate on a property that is exempt from taxes as per the attached memo. Motion to approve by Mr. DeSilva; seconded by Mr. Wisniewski. All voted yes.

e. 57-21 Adopt 2021 Municipal Budget – this resolution adopts the 2021 Municipal Budget. The total for the Budget is \$12,467,275.00; the local purpose tax rate is .663, an increase of .015 over last year. Motion to approve made by Mr. DeSilva; seconded by Ms. Mungo. All voted yes.

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f. 58-21 Lease/Purchase 2 Vehicles – this resolution authorizes the Township to lease/purchase two vehicles for WTES, not to exceed \$140,000. Motion to approve made by Mr. Wisniewski; seconded by Ms. Mungo. All voted yes.

Correspondence: OPM mailbox – questions were received from Nancy Burkley. Wendy Gibson had already answered her questions.

Committee Liaison Reports: None

Dates to Remember:

Next Township Committee Meeting – May 4, 2021 @ 7 PM

Open to public Comment

Nancy Burkley, Olive Street – May 1st, Rancocas Ham Dinner, takeout, 4 PM -7 PM, \$15. Many from the village work with helping with this event. She asked at what point can people who are building ask for a PILOT deal. She wanted to know if we could have an ordinance that dictates when they must apply for one.

Bryan O’Neal, 15 Mayfaire Circle – asked about Virtua Hospital, rumors have been going around that they won’t be building the hospital; did the Committee have any information on this.

Committee Members Comments

Mr. Wisniewski – commented regarding the hospital; he believes they are going forward with improving the existing hospital in Mount Holly. The new hospital may not actually come to fruition in Westampton. Regarding PILOTS; he thinks any proposal would have to be presented at the beginning of the project. Although a lot of people hate warehouses, they bring in good ratables with the least amount of services required as compared to commercial or residential construction. He welcomes people coming out and giving their input.

Mayor Henley – thanks to John for doing a great job answering questions as well as our professionals; the Committee tries to put people in place to help them make good decisions for the Township. They truly do care about Westampton. There were many meetings at which the Hancock Farms development was discussed. They are residents just like everyone else.

John Wisniewski – has family members who live in Fernbrooke; they will try to do their best for the residents that live there.

Motion to adjourn made by Ms. Mungo; second by Mr. Wisniewski. All were in favor.

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There were no further comments and the meeting was adjourned at 8:04 PM.

Respectfully submitted,

Marion Karp, Municipal Clerk

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WESTAMPTON TOWNSHIP
2021 Executive Session Minutes

April 20, 2021

This meeting was advertised in the Burlington County Times on January 4, 2021 and electronic notice was given pursuant to N.J.A.C. 5:39:1.5. The meeting was called to order at 6 PM by Mayor Sandy Henley. This meeting was conducted remotely via telephone conference call and Zoom meeting software.

Present: Mr. DeSilva, Mr. Henley, Mr. Wisniewski, Solicitors Ron Gordon and Robert Wright, Planner Barbara Fegley, Administrator Wendy Gibson, Municipal Clerk Marion Karp
Absent: Mr. Eckart

Resolution 4-20-21 for closed/executive session to discuss attorney-client privilege matters. Motion to go into closed session made by Mr. Wisniewski; seconded by Ms. Mungo.

Discussed:

1. Discussion of Affordable Housing and update

The meeting was re-opened to the public; motion made by Mr. Wisniewski; seconded by Mr. DeSilva. The meeting was opened to the public for comment; no comment was made and the meeting was adjourned at 6:22 PM.

Marion Karp
Municipal Clerk

ORDINANCE No. 5-2021

ORDINANCE AUTHORIZING THE TOWNSHIP OF WESTAMPTON, IN THE COUNTY OF BURLINGTON, NEW JERSEY TO ENTER INTO A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP AND WESTAMPTON LOGISTICS URBAN RENEWAL, L.L.C. FOR BLOCK 902, LOTS 1, 2, AND 3.

WHEREAS, on July 8, 2014, following a recommendation of the Township of Westampton (the "**Township**") Land Development Board (the "**Land Development Board**"), the Administrator and the Township Committee of the Township of Westampton (the "**Governing Body**") adopted a Resolution designating the properties located at Block 902, Lots 1, 2 and 3 on the Official Tax Maps of the Township (the "**Redevelopment Area**") as an "area in need of redevelopment" pursuant to the Redevelopment Law and authorizing and directing the Land Development Board to prepare a redevelopment plan for the Redevelopment Area; and

WHEREAS, in accordance with the procedures and standards set forth in the Redevelopment Law, the Township Committee adopted Ordinance No. 9-2014 approving a redevelopment plan approximately 456 mixed market rate and low- and moderate-income residential family units and other related amenities (the "**2014 Redevelopment Plan**"); and

WHEREAS, based upon changed circumstances in recent years, the Committee determined that it became necessary to amend the 2014 Redevelopment Plan to provide for land uses governing the Project Area the Township believes are most desirable, beneficial to and in the best interests of the Township; and

WHEREAS, MRP Industrial NE, LLC ("**MRP Industrial**") is currently the contract purchaser of the Project Area and has proposed a conceptual plan to redevelop the Project Area with the construction of an approximately 634,400 square foot logistics center with parking stalls, trailer parking storage spaces and loading docks (the "**Project**"); and

WHEREAS, in accordance with N.J.S.A. 40A:12A-7 of the Redevelopment Law, the Township adopted Resolution 46-19 which authorized and directed the Land Development Board to amend the 2014 Redevelopment Plan to incorporate land uses consistent with industrial development based upon the proposed Project, and to transmit the proposed amended redevelopment plan to the Committee for review and adoption; and

WHEREAS, the Land Development Board commenced and completed the process to amend the 2014 Redevelopment Plan, and in accordance with N.J.S.A. 40A:12A-7 of the Redevelopment Law, adopted a Resolution 14-2019 providing its report and recommending that the Committee adopt the proposed amended redevelopment plan entitled "Amended Redevelopment Plan – Westampton Logistics Center" (the "**Redevelopment Plan**"); and

WHEREAS, on July 9, 2019 the Committee adopted Resolution 80-19 designating MRP Industrial as the redeveloper ("**Redeveloper**") of the Property and authorizing execution of the Redevelopment Agreement, which permits the Redeveloper to assign its rights to a qualified urban renewal entity such as the Entity; and

WHEREAS, the Redeveloper will implement the development, design, financing and construction of the Project in conformity with the Redevelopment Plan and in accordance with the Redevelopment Law; and

WHEREAS, among other things, the Redevelopment Plan established permitted uses and development standards for redevelopment within the Redevelopment Area; and

WHEREAS, the Entity has proposed the redevelopment of the Property which it currently or will shortly own and the construction of a facility on the Property consisting uses permitted by applicable zoning and the Redevelopment Plan (the "**Project**"); and

WHEREAS, the Property has previously received necessary land use approvals for the Project and will apply to the Township Land Development Board for any amendments to such approvals, if required, all of which will be in accord the Redevelopment Plan; and

WHEREAS, the Entity will construct, or cause to be constructed on the Property certain improvements (the "**Improvements**") consisting of facilities that are normally associated with such projects as shown on the approved plans and the exhibits to this Agreement; and

WHEREAS, in accordance with the Long-Term Tax Exemption Law, the Entity has submitted a written application (the "**Application**") to the Municipality for approval of a tax exemption for the Improvements; and

WHEREAS, it is important to the viability of the Project for the payments in lieu of taxes thereon to be stable and ascertainable on a long-term basis; and

WHEREAS, the Application stated and demonstrated that Project would not be viable without the tax exemption due in part to the current economy and due in part to the competitive nature of the warehouse and distribution industry in Central New Jersey and Eastern Pennsylvania; and

WHEREAS, the Township has concluded that (i) although the property has been vacant for a long period, the investment to return the property to a productive asset will result in a direct benefit for the health, welfare and financial well-being of the Township because it allows for redevelopment of the Property into productive, useful and job-creating property. In addition, it has been determined that the Project will not move forward without the inducements contained in this agreement. Further:

- a. The costs associated with the tax exemption granted herein are minimal compared to the total Project cost of approximately \$43,583,279 (including "soft" costs), and the benefit created in the first several years by approximately 200 temporary construction jobs and up to 500 permanent jobs with an expected annual payroll of approximately \$.
- b. Without the tax exemption granted herein, the Entity will not proceed with the Project. This agreement is a material inducement to the construction of the Project.
- c. The projected investment and job estimates are a material consideration to the Township in granting the exemption and the payment of the Annual Service Charge as set forth in the Financial Agreement (as hereinafter defined).

WHEREAS, to promote the viability of the Project and based on the Application, the Township desires to grant the requested tax exemption and approve a schedule of payments in lieu of taxes in

accordance with the terms and provisions set forth in the financial agreement attached hereto as Exhibit A (the "Financial Agreement"); and

WHEREAS, the LTTE permits the use of financial agreements between municipalities and urban renewal entities to advance projects implementing a redevelopment plan for a duly designated redevelopment area; and

WHEREAS, the Project would be located in the Redevelopment Area and would be constructed in accordance with the Redevelopment Plan; and

WHEREAS, the LTTE further requires that financial agreements entered into pursuant to its terms be approved by a municipal ordinance; and

WHEREAS, the Township Committee desires to approve the Financial Agreement and authorize the Business Administrator to execute the same;

NOW THEREFORE BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WESTAMPTON as follows:

Section 1. Recitals. The recitals are fully incorporated herein.

Section 2. Approval of the Financial Agreement. The Financial Agreement substantially in the form attached hereto as Exhibit A, together with any non-substantive changes as may be required, are hereby approved.

Section 3. Execution of the Financial Agreement. The Business Administrator of the Township of Westampton, in the County of Burlington (the "Administrator") is hereby authorized and directed, upon satisfaction of all the legal conditions precedent to the execution and delivery by the Township of the Financial Agreement, to execute the Financial Agreement in substantially the form of the draft attached hereto and with such non-substantive changes, insertions and omissions thereto as the Administrator, after consultation with counsel to the Township, deems in the Administrator's sole discretion to be necessary or desirable for the execution thereof, which execution thereof shall conclusively evidence the Administrator's consent to any such changes thereto.

Section 4. Attestation and Sealing of the Financial Agreement. The Clerk of the Township is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Administrator upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the Township upon such document.

Section 5. Implementation of the Financial Agreement. Upon the execution and attestation and placing of the seal on the Financial Agreement as contemplated by Sections 3 and 4 hereof, the Administrator and Township Administrator, together with the necessary staff and professionals of the Township, are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Township Administrator deems necessary or desirable in relation to the execution and delivery of the Financial Agreement.

Section 6. Severability. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

Section 7. Availability Of The Ordinance. A copy of this Ordinance shall be available for public inspection at the offices of the Township.

Section 8. Effective Date. This ordinance shall take effect in accordance law.

EXHIBIT A

FORM OF FINANCIAL AGREEMENT

Record and return to:

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter this “Agreement” or this “Financial Agreement”), made this ___th day of _____, 2020, by and between Westampton Logistics Urban Renewal LLC (along with its successors and/or assigns, the “Entity”), an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1, *et seq.* (the “Long Term Tax Exemption Law”), with offices at _____ and the Township of Westampton, a municipal corporation in the County of Burlington and the State of New Jersey (“Township”, as hereinafter defined), with offices at 710 Rancocas Road, Westampton New Jersey 08060.

WITNESSETH:

WHEREAS, pursuant to a Resolution adopted on July 8, 2014, the Township Committee of the Township of Westampton (the “Committee”) accepted the recommendation of the Land Development Board and designated Block 902, Lots 1, 2 and 3 (the “Property” or “Project Area”) as a Non-Condemnation Redevelopment Area (“Redevelopment Area”) in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “Redevelopment Law”); and

WHEREAS, pursuant to Ordinance No. 9-2014, the Committee adopted a redevelopment plan for the Project Area which provided for the development of approximately 456 mixed market rate and low- and moderate-income residential family units and other related amenities (the “2014 Redevelopment Plan”); and

WHEREAS, based upon changed circumstances in recent years, the Committee determined that it became necessary to amend the 2014 Redevelopment Plan to provide for land uses governing the Project Area the Township believes are most desirable, beneficial to and in the best interests of the Township; and

WHEREAS, MRP Industrial NE, LLC (“MRP Industrial”) is currently the contract purchaser of the Project Area and has proposed a conceptual plan to redevelop the Project Area with the construction of an approximately 634,400 square foot logistics center with parking stalls, trailer parking storage spaces and loading docks (the “Project”); and

WHEREAS, in accordance with N.J.S.A. 40A:12A-7 of the Redevelopment Law, the Township adopted Resolution 46-19 which authorized and directed the Land Development Board to amend the 2014 Redevelopment Plan to incorporate land uses consistent with industrial development based upon the proposed Project, and to transmit the proposed amended redevelopment plan to the Committee for review and adoption; and

WHEREAS, the Land Development Board commenced and completed the process to amend the 2014 Redevelopment Plan, and in accordance with N.J.S.A. 40A:12A-7 of the Redevelopment Law, adopted a Resolution 14-2019 providing its report and recommending that the Committee adopt the proposed amended redevelopment plan entitled “Amended Redevelopment Plan – Westampton Logistics Center” (the “Amended Redevelopment Plan”); and

WHEREAS, on July 9, 2019 the Committee adopted Resolution 80-19 designating MRP Industrial as the redeveloper (“Redeveloper”) of the Property and authorizing execution of the Redevelopment Agreement, which permits the Redeveloper to assign its rights to a qualified urban renewal entity such as the Entity; and

WHEREAS, the Redeveloper will implement the development, design, financing and construction of the Project in conformity with the Redevelopment Plan and in accordance with the Redevelopment Law; and

WHEREAS, prior to execution of this Agreement, the Entity will be the owner of or have the right to acquire the Property which is located within the Redevelopment Area; and

WHEREAS, in order to enhance the economic viability of and opportunity for a successful project, the Township will enter into this Agreement with the Entity, governing payments made to the Township in lieu of real estate taxes on the Project pursuant to the Long Term Tax Exemption Law; and

WHEREAS, the provisions of the Long Term Tax Exemption Law authorize the Township to accept, in lieu of real property taxes, an annual service charge paid by the Entity to the Township based on the enumerated formulas set forth in such law; and

WHEREAS, the Entity has agreed to make payment of the Annual Service Charge (as defined herein) to the Township to be used by the Township for any lawful purpose in the exercise of the Township’s sole discretion; and

WHEREAS, on _____ 2020, the Entity filed an Application attached hereto as Exhibit A (the “Application”), with the Township for approval of a long term tax exemption for the Improvements; and

WHEREAS, the Township made the following findings:

- A. Relative Benefits of the Project:
 - i. The Project will provide necessary commercial development of a vacant property.
 - ii. The Project will provide up to _____ construction jobs and up to _____ permanent jobs in the Project and generally add to the economic viability of the Township.

- iii. The Township will benefit from the payment in lieu of tax being made by the Entity during the term of this Agreement.
 - iv. The Project's benefits outweigh the cost to the Township.
- B. Assessment of the importance of the Tax Exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:
- i. Exemption permits better use of property, completion of significant infrastructure improvements and improvement of the Township.
 - ii. The relative stability and predictability of the Annual Service Charge will make the Project more attractive to (1) investors and lenders needed to finance the Project, and (2) probable occupants.

WHEREAS, the Committee on _____, 2020 adopted Ordinance _____ attached as Exhibit C, approving the tax exemption, the Application and this Financial Agreement, including the Annual Service Charge, and authorized the execution of this Financial Agreement; and

WHEREAS, in order to set forth the terms and conditions under which the Entity and the Township (the "Parties") shall carry out their respective obligations with respect to payment of the Annual Service Charge (as defined herein) by the Entity, in lieu of real property taxes, the Parties have determined to execute this Financial Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

Article I - General Provisions

Section 1.1 Long Term Tax Exemption Law and Application

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law as amended and supplemented (*N.J.S.A. 40A:20-1, et seq.*). The Township expressly relies upon the facts, data, and presentations contained in the Application in granting the tax exemption as set forth herein. The Entity represents that the facts and data contained in the application are true in all material respects as of the date hereof.

Section 1.2 General Definitions

(a) The following terms shall have the respective meanings ascribed to such terms in the preambles or Section 1.3 hereof:

Agreement
 Annual Service Charge
 Application
 Entity

Financial Agreement
Improvements
Long Term Tax Exemption Law
Ordinance
Project
Property
Redevelopment Area
Redevelopment Law
Redevelopment Plan
State
Township

Section 1.3 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms, when used in this Financial Agreement, shall mean:

- (a) Allowable Net Profit - The Net Profit of the Entity that does not exceed the allowable net profits of the Entity calculated pursuant to the provisions of N.J.S.A. 40A:20-3(b) using the Allowable Profit Rate.
- (b) Allowable Profit Rate - The allowable profit rate for the purpose of this Agreement and for computing Allowable Net Profit is the greater of 12% per year or 1.25% above the annual interest rate of the permanent financing for the Project per year in accordance with N.J.S.A. 40A:20-3b.
- (c) Annual Service Charge - The payment by the Entity pursuant to Article IV herein, which amount the Entity has agreed to pay in part for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, which amount shall be prorated in the year in which the Annual Service Charge Start Date occurs and the year in which the Annual Service Charge terminates.
- (d) Annual Service Charge Start Date - The Annual Service Charge Start Date shall commence as of the first of the month following Substantial Completion.
- (e) Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), the contents of which have been prepared in a manner consistent with GAAP, and which fully details all items as required by the Long Term Tax Exemption Law, which has been certified as to its conformance with such standards by a certified public accountant who is, or whose firm is, licensed to practice that profession in the State of New Jersey.
- (f) Certificate of Occupancy - The document issued by the Township authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.
- (g) County - The County of Burlington, New Jersey.
- (h) Cumulative Allowable Net Profit - In accordance with the calculation set forth in the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-15, (a) with respect to the Entity, an amount equal to the sum of the Allowable Net Profit of the Entity in each year from and including the year that any Improvement is completed up to and including the year for which the Cumulative Allowable Net

Profit is being calculated, and (b) with respect to any subsequent owner, an amount equal to the sum of the Allowable Net Profit of such subsequent owner from and including the year that such subsequent owner purchased, or otherwise obtained, title to the Project up to and including the year for which the Cumulative Allowable Net Profit is being calculated.

- (i) Cumulative Net Profit – In accordance with the calculation set forth in the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-15, (a) with respect to the Entity, an amount equal to the sum of the Net Profit of the Entity in each year from and including the year that any Improvement is completed up to and including the year for which the Cumulative Net Profit is being calculated, and (b) with respect to any subsequent owner, an amount equal to the sum of the Net Profit of such subsequent owner from and including the year that such subsequent owner purchased, or otherwise obtained, title to the Project up to and including the year for which the Cumulative Net Profit is being calculated.
- (j) Debt Service – The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage of other financing including returns on institutional equity financing and market rate related party debt for a project for a period equal to the term of the tax exemption granted by a financial agreement.
- (k) Default - The failure of the Entity or the Township to perform any obligation imposed upon the Entity or the Township by the terms of this Financial Agreement following the expiration of any applicable grace, notice or cure period established under this Agreement.
- (l) Entity – Westampton Logistics Urban Renewal LLC, and any successors or assigns duly qualified and approved pursuant to the Long Term Tax Exemption Law and all purchasers, subsequent purchasers or successors in interest of the Project duly qualified and approved pursuant to the Long Term Tax Exemption Law, who shall engage in no other business other than the ownership, operation and management of the Project so long as such entity is bound by and enjoying the benefits of this Agreement.
- (m) Financial Agreement – as defined in the recitals hereto.
- (n) Financial Plan – as set forth in Exhibit B of this Agreement.
- (o) GAAP – Generally accepted accounting principles as in effect from time to time in the United States of America.
- (p) Gross Revenue and Annual Gross Revenue – Shall mean annual gross rents and other rental income of the Entity which is derived from or generated by the Project and shall be calculated annually by the Entity as provided in accordance with N.J.S.A. 40A:20-3(a). Pursuant to N.J.S.A. 40A:20-3(a), any gain realized by the Entity on the sale of the Project, whether or not taxable under federal or state law, shall not be included in computing Gross Revenue. In no event shall Gross Revenue or Annual Gross Revenue include any income or revenue of any affiliate of the Entity.
- (q) Improvements - the buildings, structures, fixtures, site work and municipal improvements permanently affixed to the Property, consistent with the Redevelopment Plan.

- (r) In Rem Tax Foreclosure - A summary proceeding by which the Township may enforce the lien of taxes due and owing by a tax sale. Said foreclosure is governed by N.J.S.A. 54:5-1 et seq.
- (s) Land - The land, but not the Improvements, known as Block 901, Lot 1, 2 & 3 on the tax maps of the Township of Westampton, and more particularly described by the metes and bounds description as set forth in Exhibit G of this Agreement.
- (t) Land Taxes - The amount of taxes assessed on the value of Land on which the Project is located, and more particularly described by the metes and bounds description as set forth in Exhibit G of this Agreement. Land Tax payments shall be applied as a credit against the Annual Service Charge.
- (u) Land Tax Payments - Payments made on the quarterly due dates for land taxes on the real property as determined by the applicable Tax Assessor and/or Tax Collector of the Township.
- (v) Minimum Annual Service Charge - The amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation pursuant to N.J.S.A. 40A:20-12b.
- (w) Net Profit - The Annual Gross Revenue of the Entity less all operating and non-operating expenses of the Entity, all determined annually in accordance with GAAP and the provisions of the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-3(c), such that, for the avoidance of doubt, there shall be included among such expenses the items listed in N.J.S.A. 40A:20-3(c)(1), including, without limitation, Annual Service Charges, payments under Section 7.5 of this Agreement (if any), and all Debt Service. Calculation of the net profit is cumulative as provided in N.J.S.A. 40A:20-3(c).
- (x) Ordinance - Ordinance No. _____ adopted by the Township on _____, 2020, attached herein as Exhibit C adopting the tax exemption.
- (y) Project -- as defined in the recitals of this Agreement.
- (z) Property - as defined in the recitals of this Agreement.
- (aa) Redevelopment Area - as defined in the recitals of this Agreement.
- (bb) Redevelopment Law - as defined in the recitals of this Agreement.
- (cc) Redevelopment Plan - as defined in the recitals of this Agreement.
- (gg) Substantial Completion - The determination by the Township that the Project is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive the Certificate(s) of Occupancy for the entire Project.
- (hh) Termination - Any act or omission which by operation of the terms of this Agreement or pursuant to the Long Term Tax Exemption Law shall cause the Entity to relinquish its long term tax exemption.
- (ii) Total Project Cost - The total project cost for purposes of this Agreement and for computing Allowable Net Profit shall include all the costs and items set forth in N.J.S.A. 40A:20-3(h), including without limitation the total cost of constructing the Project through Substantial Completion and the cost of the Land, and shall not be reduced by any cost which may be excluded by the last paragraph of N.J.S.A. 40A:20-3(h).
- (jj) Township - The Township of Westampton.

(kk) Urban Renewal Entity – Shall have the meaning as such term is defined, used and applied in the Long Term Tax Exemption Law.

Section 1.4 Exhibits Incorporated

All Exhibits which are referred to in this Agreement and are attached hereto are incorporated herein and made a part hereof.

Article II - Approval

Section 2.1 Approval of Tax Exemption

Pursuant to the Ordinance (attached hereto as Exhibit C), the Township has approved and does hereby grant a tax exemption from real estate taxes for all the Improvements, constructed or acquired by the Entity pursuant to the Long Term Tax Exemption Law. The Entity represents and covenants that, effective upon completion of the Improvements, the Entity shall make application for a Certificate of Occupancy for the Improvements.

Section 2.2 Approval of Entity

The Entity represents that its Certificate of Formation as attached hereto as Exhibit D contains all the requisite provisions of the Long Term Tax Exemption Law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with, as appropriate, the Department of the Treasury, all in accordance with N.J.S.A. 40A:20-5.

Section 2.3 Improvements to be Constructed

The Entity agrees to construct the Improvements in accord with the Redevelopment Plan as more specifically described in the Application (attached hereto as Exhibit A).

Section 2.4 Construction Schedule

The Entity agrees to diligently undertake to commence construction and complete the Improvements subject to and consistent with the terms of the Redevelopment Agreement, the Redevelopment Plan and this Agreement subject to reasonable modification as necessary to allow for the time required to obtain necessary governmental approvals and permits and other factors beyond the Entity's reasonable control.

Section 2.5 Ownership, Management and Control

The Entity represents that it will be the owner of the Property which is the subject of this Agreement prior to commencement of construction of the Improvements. The Entity represents and covenants that upon completion, the Project, including the Land and the Improvements, shall be used, managed and operated for the purposes set forth in the Application and in accordance with the Redevelopment Plan and applicable law.

Section 2.6 Financial Plan

The Entity represents that the Land and the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit B. The Financial Plan also sets forth estimated Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, the terms of any mortgage amortization, and rental schedule and lease terms to be used in the Project. The mortgage amortization, interest rate and principal amount of any Land and/or Project related financing shall be deemed updated upon any refinance(s) of Land and/or Project related debt or the incurrence of any additional debt from time to time.

Article III - Duration of Agreement

Section 3.1 Term

So long as there is compliance with the Long Term Tax Exemption Law and this Agreement, this Agreement shall remain in effect for thirty (30) years from the Annual Service Charge Start Date, but in no event later than thirty-five (35) years from date of this Agreement, whichever shall occur earlier, subject to the further limitations and agreements contained herein, and shall only be effective and in force during the period while the Improvements are owned by an "Urban Renewal" entity formed pursuant to N.J.S.A. 40A:20-5 of the New Jersey Statutes (the "Term"). After the expiration of the Term or Termination, including without limitation by the Entity pursuant to N.J.S.A. 40A:20-13: (i) the tax exemption for the Improvements shall expire, the Annual Service Charges shall terminate and the Property and the Improvements shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Township, and (ii) all restrictions and limitations upon the Entity, including without limitation the profits and dividends restrictions under the Long Term Tax Exemption Law, shall terminate.

Article IV - Annual Service Charge

Section 4.1 Annual Service Charge

(a) In consideration of the tax exemption, the Entity shall make payment to the Township each year of an amount equal to the greater of: the Minimum Annual Service Charge as provided in Section 1.3 or an Annual Service Charge as provided for in Section 4.2.

(b) The Minimum Annual Service Charge or Annual Service Charge shall commence and be calculated from the Annual Service Charge Start Date. The Annual Service Charge or Minimum Annual Service Charge will be prorated as of the Annual Service Charge Start Date. The Annual Service Charge or Minimum Annual Service Charge will also be prorated in the year this Agreement terminates.

Section 4.2 Calculation of Annual Service Charge

(a) Annual Service Charge

As of the Annual Service Charge Start Date the Annual Service Charge each year shall be an amount equal to eleven percent (11%) of the Entity's Annual Gross Revenue for years 1 through 10, fourteen percent (14%) of the Entity's Annual Gross Revenue for years 11 through 20, and sixteen percent (16%) of the Entity's Annual Gross Revenue for years 21 through 30, and shall be prorated as stated in Section 4.1 for the first year and shall be subject to the staging as set forth in Section 4.2(b) below.

(b) Schedule of Staged Adjustments

The Annual Service Charge for each year as provided in Section 4.2(a) shall be adjusted in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: Commencing on the Annual Service Charge Start Date and continuing for a period of fifteen (15) years, the Annual Service Charge shall be the amount stated in Section 4.2(a).

ii. Stage Two: Notwithstanding the Annual Service Charge set forth above, commencing in the 16th year after the Annual Service Charge Start Date and continuing for a period of six (6) years (years 16-21 inclusive) (or until Termination of the Agreement), the Annual Service Charge shall be (i) the amount stated in Section 4.2(a), or twenty (20%) percent of the amount of taxes otherwise due to the Township on the value of the Improvements and the Land that remain subject to the exemption in this Agreement, whichever shall be greater.

iii: Stage Three: Notwithstanding the Annual Service Charge set forth above, commencing in the 22nd year after the Annual Service Charge Start Date and continuing for a period of six (6) years (years 22-27 inclusive) (or until Termination of the Agreement), the adjusted Annual Service Charge shall be (i) the amount stated in Section 4.2(a), or forty (40%) percent of the amount of taxes otherwise due to the Township on the value of the Improvements and the Land that remain subject to the exemption in this Agreement, whichever shall be greater.

iv. Stage Four: Notwithstanding the Annual Service Charge set forth above, commencing in the 28th year after the Annual Service Charge Start Date and continuing for a period of two (2) years (years 28-29 inclusive) (or until Termination of this Agreement), the Annual Service Charge shall be (i) the amount stated in Section 4.2(a) or sixty (60%) percent of the amount of taxes otherwise due to the Township on the value of the Improvements and the Land that remain subject to the exemption in this Agreement, whichever shall be greater.

v. Stage Five: Notwithstanding the Annual Service Charge set forth above, commencing in the 30th year after the Annual Service Charge Start Date and continuing through Termination of this Agreement (year 30 inclusive), the adjusted Annual Service Charge shall be (i) the amount stated in Section 4.2(a) or eighty (80%) percent of the amount of taxes otherwise due to the Township on the value of the Improvements and the Land that remain subject to the exemption in this Agreement, whichever shall be greater. Nothing in this Section alters the

understanding of the parties that this Agreement shall be in effect for not more than thirty (30) years from the Annual Service Charge Start Date or for more than thirty-five (35) years from the execution date of this Agreement.

Section 4.3 Payment to Burlington County

From the Annual Service Charge paid by the Entity, the Township shall annually remit five percent (5%) of the payment received to the County of Burlington in accordance with the provisions of N.J.S.A. 40A:20-12.

Section 4.4 Quarterly Installments

The Entity expressly agrees that upon commencement of the Annual Service Charge, payments of the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or under payment after close of the Township's fiscal year. In the event that the Entity fails to timely pay any quarterly installment, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the Property until paid.

Section 4.5 Land Tax Credit

Pursuant to N.J.S.A. 40A:20-12(b)(2) the Entity shall, in each subsequent year after the Annual Service Charge Start Date, be entitled to a credit against the Annual Service Charge for the amount, without interest, of the Land Tax Payments paid by it, in the last four preceding quarterly installments.

Section 4.6 Material Conditions

All payments of Land Tax Payments, Annual Service Charges (including the methodology of computation thereof), water and sewer charges, and any interest payments due, are material conditions of this Agreement. The Township relies exclusively on this Agreement in determining the Annual Service Charge payable to the Township over the Term.

The Entity's failure to make the requisite Annual Service Charge payment and/or sewer and water charge payments in a timely manner shall constitute a breach of this Agreement and the Township shall, among its other remedies, have the right to proceed against the Property pursuant to the Tax Sale Law, N.J.S.A. 54:5-1 *et. seq.* and the In Rem Tax Foreclosure Act (1948), N.J.S.A. 54:5-104.29, *et seq.*

Section 4.7 Application Fee

The Township and the Entity agree there will be no application fee in regard to this Long Term Tax Exemption Law Application.

Article V - Dispute Resolution

Section 5.1 Dispute Resolution

All disputes between the parties arising out of this Agreement shall be resolved by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the Parties are unable to agree on a single Arbitrator, each Party shall designate an Arbitrator, and the designated Arbitrators shall agree upon a third Arbitrator, who shall preside over the resulting three Arbitrator Panel. Any award rendered in any such arbitration shall be final and binding on the parties and judgment thereon may be entered in a court of competent jurisdiction. The costs of such arbitration shall be borne equally by each party.

Article VI - Certificate of Occupancy

Section 6.1 Certificate of Occupancy

It shall be the obligation of the Entity to make application for and make all commercially reasonable efforts to obtain all Certificates of Occupancy in a timely manner as identified in the Application.

Section 6.2 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with the County Tax Assessor, the Township Tax Collector and the Chief Financial Officer of the Township a copy of any Certificate of Occupancy.

Article VII - Annual Audits - Profit Limitations

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles and as otherwise prescribed in the Long Term Tax Exemption Law while this Agreement is in effect.

Section 7.2 Periodic Reports

Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, that this Agreement shall continue in effect, the Entity shall submit its Auditor's Report certified by a certified public accountant for the preceding fiscal or calendar year to the Clerk of the Township (or any other representative of the Township as may be designated in a notice to the Entity), who shall advise those municipal officials required to be advised, as required under N.J.S.A. 40:A:20-9(d). Said Auditor's Report shall include, but not be limited for the fiscal or calendar year covered by such Auditor's Report, Gross Revenue of the Entity, the terms and interest rate on any mortgage(s) associated with the Project, the Allowable Net Profit and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder as required by the Long Term Tax Exemption Law.

After completion of the Project, the Entity agrees to submit a report of the Total Project Cost for the Project within ninety (90) days.

Section 7.3 Inspection

The Entity shall, upon request, permit the inspection of the Project, the Property, equipment, buildings or other facilities of the Entity by the duly authorized representatives of the Township or the State of New Jersey. It also shall permit, upon request, examination and audit of its books, contracts, records, documents and papers that are relevant to the Project by representatives duly authorized by the Township or the State of New Jersey. Such examination or audit shall be made following reasonable advance written notice, during reasonable hours of the business day, in the presence of an officer or agent of the Entity. To the extent reasonably possible, the examination or audit will not materially interfere with the construction or operation of the Project.

Section 7.4 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to limitation of its profits and, if applicable, dividends payable pursuant to the provisions of N.J.S.A. 40A:20-15. The Township and the Entity acknowledge that such limitation shall apply solely to the Gross Revenue received by the Entity.

Pursuant to and in accordance with N.J.S.A. 40A:20-15, the Entity shall have the right, but not the obligation, to establish a reserve against unpaid rentals, reasonable contingencies and/or vacancies in an amount not exceeding ten (10%) percent of the Gross Revenue of the Entity for the fiscal year preceding the year in which a determination is being made with respect to permitted Net Profit as provided in N.J.S.A. 40:A:20-15 and to the extent permitted by N.J.S.A. 40:A:20-15 may retain such part of excess net profits as is necessary to eliminate a deficiency in that reserve, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of ten (10%) percent of the preceding year's gross revenues as set forth above.

Section 7.5 Payment of Dividend and Excess Profit Charge

In the event the Cumulative Net Profit of the Entity should at any time exceed the Cumulative Allowable Net Profits, the Entity shall, within ninety (90) days after the end of such fiscal year, pay such excess profit to the Township as an additional service charge hereunder; provided, however, that the Entity may maintain any reserves permitted by N.J.S.A. 40A:20-15.

Article VIII - Assignment and/or Assumption

Section 8.1 Sale of Project

The Entity shall be permitted to transfer all or any portion of the Project as follows:

(a) As permitted by N.J.S.A. 40A:20-10(a), it is understood and agreed that the Township, on written application by the Entity, shall consent to a sale of the Project and the transfer of this Agreement (and that the tax exemption for the Improvements shall continue and inure to the transferee urban renewal entity, its respective successors and assigns) provided: 1) the transferee entity does not own any other project subject to long term tax exemption at the time of transfer; 2) the transferee entity is an urban renewal entity formed and eligible to operate under the Long Term Tax Exemption Law; 3) the Entity is not then in Default of this Agreement or the Long Term Tax Exemption Law; 4) the Entity's obligations under this Agreement are fully assumed by the transferee entity; and 5) the transferee entity abides by all terms and conditions of this Agreement. Nothing herein shall prohibit any transfer of ownership interest in the Entity provided that the transfer, if greater than 10%, is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the municipality in advance of the annual disclosure statement.

(b) The Township may levy an administrative fee of two percent (2%) of the Annual Service Charge for the sale of the Project for the processing of a request to transfer as set forth in Section 8.1(a).

Section 8.2 Operation of Project

At all times while this Agreement is in effect, the Project shall be operated in accordance with the provisions of the Long Term Tax Exemption Law.

Section 8.3 Subordination of Fee Title

It is expressly understood and agreed that the Entity shall have the right to encumber the fee title to the Property and may encumber or assign for security purposes the Entity's interest in this Agreement, and any such encumbrance or assignment shall not be deemed to be a Default under this Agreement.

Article IX - No Waiver By Township

Section 9.1 No Waiver By Township

Nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the Township of any rights and remedies. Nothing herein shall be deemed to limit any right of recovery of any amount which the Township has under law, in equity, or under any provisions of this Agreement.

Article X – Notice

Section 10.1 Notice

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested, addressed as follows:

(a) When sent by the Township to the Entity it shall be addressed as follows:

With copy to:

Jeffrey M. Gradone, Esq.
Archer & Greiner P.C.
101 Carnegie Center, Suite 300
Princeton, New Jersey 08540

(b) When sent by the Entity to the Township, it shall be addressed to:

Township Clerk
Township of Westampton
710 Rancocas Road
Westampton New Jersey 08060

With Copy to :

Robert N. Wright, Jr., Esq.
Malamut & Associates
457 Haddonfield Rd., Suite 500
Cherry Hill, New Jersey 08002

with copies sent to the Municipal Attorney, Township Tax Collector, County Tax Assessor, and the Chief Financial Officer for the Township, unless prior to the giving of notice the Township shall have notified the Entity otherwise.

A party may change any address and recipient for notices to it hereunder by a notice sent by it in accordance with this Article X.

Article XI - Compliance

Section 11.1 Statutes and Ordinances

The Entity hereby agrees at all times prior to the expiration or Termination of this Agreement to remain bound by the provisions of all applicable state statutes and municipal ordinances and regulations including, but not limited to, the Long Term Tax Exemption Law.

The Entity's failure to comply with such statutes or ordinances shall constitute a Default under this Agreement.

Article XII - Construction

Section 12.1 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn, since counsel for both the Entity and the Township have combined in their review and approval of same.

Article XIII - Indemnification

Section 13.1 Indemnification

In the event the Township shall be named as party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of the Long Term Tax Exemption Law by the Entity, the Entity shall indemnify and hold harmless the Township, including payment of reasonable attorney's fees for separate counsel should the Township determine that a conflict of interest exists with respect to relying on the Entity's counsel, and the Entity agrees to defend the suit at its own expense and may employ counsel for the Entity of the Entity's choosing, provided that the Entity shall not have any indemnification or defense obligations with respect to any misconduct or negligence by the Township or any of its officers, officials, employees or agents.

Article XIV - Default

Section 14.1 Event of Default

Default by the Entity or the Township, as the case may be, shall be failure of the Entity or the Township to conform with the terms of this Agreement herein and failure of such party to perform any material obligation imposed thereupon by statute, ordinance or lawful regulation, after notice and opportunity to cure, provided however, that the defaulting party shall not be deemed to be in Default if the defaulting party diligently contests, in good faith and by appropriate proceedings, such compliance with any such material obligation imposed by statute, ordinance or lawful regulation.

Section 14.2 Cure Upon Default

Should the Entity or the Township be in Default, the non-defaulting party shall notify the defaulting party in writing of said Default, stating with specificity the basis of said Default. The defaulting party shall have thirty (30) days to cure any Default, provided such Default is capable of cure within thirty (30) days. If the Default is not capable of cure within thirty (30) days, the defaulting party shall have a reasonable period of time to cure such Default, not to exceed ninety (90) days (the "Cure Period"). Subsequent to the expiration of the Cure Period, the non-

defaulting party will give final notice of Default requiring the defaulting party to cure the Default within twenty (20) days ("Final Notice Period"). If the Default is the Entity's failure to pay a financial obligation to the Township and the Default is not cured after the Final Notice Period, the Township shall have the right to proceed against the Property pursuant to In Rem Tax Foreclosure. In addition, after notice and expiration of the Final Notice Period, if the Default for which notice was given remains uncured, the non-defaulting party may terminate this Agreement or proceed against the defaulting party for specific performance or any other remedy available at law or equity. In no event, however, does the Entity waive any defense it may have to contest the right of the Township to proceed by conventional or In Rem Tax Foreclosure just as it would have if the Entity were subject to municipal taxes.

Section 14.3 Remedies Upon Default Cumulative; No Waiver

All of the remedies granted to the Township or the Entity by this Agreement, or available by law and in equity, shall be cumulative and concurrent. No determination of invalidity of any provision within this Agreement shall deprive the Township or the Entity of any of their remedies or actions against the Entity or the Township because of its Default (after the expiration of any applicable grace, notice or cure period) under this Agreement. The bringing of an action for collection of Land Tax Payments, Annual Service Charges, or other charges, or for any other Default hereunder, or the resort to any other remedy for the recovery of Land Tax Payments, Annual Service Charges, water and sewer charges, or other charges, shall not be construed as a waiver of the right to terminate the tax exemption or proceed with In Rem Tax Foreclosure action or any other remedy.

Article XV - Final Accounting

Section 15.1 Final Accounting

Upon any Termination or expiration of the tax exemption provided by this Agreement, whether by affirmative action of the Entity, by virtue of the provisions of the Long Term Tax Exemption Law, or pursuant to the terms of this Agreement, the date of such Termination or expiration shall be deemed to be the end of the fiscal year of the Entity. At the end of the period of tax exemption granted, the Property shall be assessed and taxed according to general law, like other property in the Township. At the same date, all restrictions and limitations upon the Entity shall terminate, and within ninety (90) days of the date of Termination or expiration of the Term of this Agreement, the Entity shall render a final accounting and pay to the Township the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-15, as well as any excess net profits, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15. For purposes of rendering a final accounting, the Termination date or expiration date shall be deemed to be the end of the fiscal year for the Entity.

Article XVI – Miscellaneous

Section 16.1 Conflict

The parties agree that in the event of a conflict between the Application and this Agreement, the provisions of this Agreement shall govern and prevail.

Section 16.2 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing this Agreement, and the Application constitute the entire Agreement between the parties, and there shall be no modification thereto other than by a written instrument executed by all parties and delivered to each.

Section 16.3 Entire Document

This Agreement and all conditions in the Ordinance of the Governing Body of the Township approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 16.4 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the Township.

Section 16.5 Grammatical

The bracketing of the letter(s) at the end of a word such as unit(s) shall mean the singular or plural, as proper meaning requires, and all related verbs and pronouns shall be made to correspond.

Section 16.6 Filing with Local Government Services

In accordance with this Agreement, the Township shall cause this Agreement and the Ordinance to be filed with the Director of Local Government Services in the Department of Community Affairs of the State.

Section 16.7 Recording

Either this entire Agreement or a memorandum hereof may be filed and recorded with the Clerk of Burlington County by any of the parties. If recorded, this Agreement shall subordinate to all financing provided Entity and to all financing, provided Entity is in compliance with the terms and conditions detailed herein and in the approving Ordinance. The Township shall issue a certificate evidencing the Entity's good standing and compliance with the terms of this Agreement within fifteen (15) days of Entity's request, and shall cause a discharge of this Agreement, in a form acceptable to Entity and at Entity's cost to be recorded in the Burlington County Clerk's Office within fifteen (15) days of the Termination of this Agreement.

Section 16.8 Financing Matters

The plans for financing the Project are as follows:

The Total Project Cost as defined in the statute is estimated to be \$_____ as set forth in Exhibit F, which may be financed by debt instruments as determined by the Entity and the Total Project Costs are amortized in equal annual amounts over thirty (30) years. The source of the balance of the funds for the Project are as detailed in Exhibit B.

Section 16.9 Municipal Determinations

Pursuant to N.J.S.A. 40A:20-11, the Township hereby finds and determines that this Agreement is to the direct benefit of the health, welfare and financial well-being of the Township because it allows for redevelopment of the Property into productive, useful and job-creating property; and further:

- a. The costs associated with the tax exemption granted herein are minimal compared to the estimated Total Project Cost of \$43,583,279 and the benefit by the creation of permanent new jobs and potential for additional new jobs over the life of this Agreement.
- b. The tax exemption granted herein provides mutual benefits to the Township and the Entity and the relative stability and predictability of the Annual Service Charge will make the Project more attractive to (i) investors and lenders needed to finance the Project, and (ii) probable occupants.

Section 16.10 Invalidity

If any term, covenant or condition of this Financial Agreement or the Application shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the Application or the application of such term, covenant or condition to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Long Term Tax Exemption Law.

Section 16.11 Counterparts

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 16.12 Amendments

This Agreement may not be amended, changed, modified, altered or terminated without the written consent of each party hereto.

Section 16.13 Headings

The section headings in this Agreement are for convenience only, and shall not be deemed to add or subtract to the meaning of the text of this Agreement.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties have caused this Financial Agreement to be executed the day and year first above written.

A T T E S T:

**WESTAMPTON LOGISTICS URBAN
RENEWAL LLC**

By:

A T T E S T:

TOWNSHIP OF WESTAMPTON

, Township Clerk

BY: _____
, Business Administrator

EXHIBITS

Exhibit A	Application
Exhibit B	Financial Plan
Exhibit C	Township's Ordinance of Approval
Exhibit D	Certificate of Formation for Entity
Exhibit E	-[Intentionally Omitted]
Exhibit F	Estimated Total Project Costs
Exhibit G	Metes and Bounds Description

Exhibit A

Application

Exhibit B

Financial Plan

See financial plan information attached to Application.

Exhibit C

Township's Ordinance Approving Exemption and
Authorizing Execution of Financial Agreement

Exhibit D

Certificate of Formation for Entity

See Certificate of Formation in the Application

Exhibit E
[INTENTIONALLY OMITTED]

Exhibit F

Estimated Total Project Costs

See Estimated Total Project Costs in the Application

Exhibit G

Metes and Bounds Description

See attached

TOWNSHIP OF WESTAMPTON
APPROVING PAYMENT OF VOUCHERS
FOR THE PERIOD ENDING 5-4-21
RESOLUTION NO. 59-21

WHEREAS, the Township is in receipt of various vouchers submitted by vendors and/or other claimants for goods rendered and/or services provided to the Township; and

WHEREAS, the Chief Financial Officer has certified that there exists a line item appropriation against which each claim shall be charged and that there are sufficient funds available for the payment of each voucher; and

WHEREAS, each voucher contains a certification of a department head, or duly designated representative having personal knowledge of the facts that the goods have been provided or services rendered to the Township and that the goods or services are consistent with prior authorizations; and

WHEREAS, a list of all conforming claims which have been approved by the Chief Financial Officer has been prepared and reviewed by the Township Committee and is appended hereto as Exhibit A.

NOW BE IT RESOLVED that the Committee for the Township of Westampton for the reasons set forth above hereby approves the payment of the vouchers set forth on the attached Exhibit A and this Resolution shall be recorded as part of the minutes of this meeting and shall upon approval be open to the public.

TOWNSHIP OF WESTAMPTON
AUTHORIZE K9 CAGE DONATION
TO POLICE DEPARTMENT

RESOLUTION NO. 60-21

WHEREAS, N.J.S.A. 40A:5-29 authorizes the acceptance of bequests, legacies and gifts by local units; and

WHEREAS, The Township of Westampton has been offered a gift of a new "Hot and Pop" K9 Cage valued at \$2000.00; and

WHEREAS, the Township Committee of the Township of Westampton recognizes that the acceptance of the aforesaid gift will benefit the Township to help replace the dilapidated cage; and

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey, that the Township Committee authorizes the acceptance of the K9 cage donation (valued at \$2000.00) to be used by the Township and in accordance with the provisions of N.J.S.A.40A:5-29.

I HEREBY CERTIFY...

LIST OF ITEMS DONATED

1 Hot and Pop – K9 Cage	\$2,000.00
Total Value of Donation	\$2,000.00

TOWNSHIP OF WESTAMPTON
BURLINGTON COUNTY

GOVERNOR'S COMMITTEE ON ALCOHOLISM AND DRUG ABUSE
FISCAL GRANT CYCLE JULY 2020-JUNE 2025
MUNICIPAL ALLIANCE GRANT APPLICATION

RESOLUTION NO. 61-21

WHEREAS, the Governor's Committee on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey, recognizes that the abuse of alcohol and drugs is a serious problem in our society among persons of all ages; and

WHEREAS, the Township Committee further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Township Committee has applied for funding to the Governor's Committee on Alcoholism and Drug Abuse through the County of Burlington.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Westampton, in the County of Burlington and State of New Jersey, as follows:

1. The Township Committee does hereby authorize submission of an application for the RCASA Municipal Alliance grant for fiscal year 2021 in the amount of \$28,808.00 according to the attached schedule A.
2. The Township Committee acknowledges the terms and conditions for administering the Municipal Alliance grant, including administrative compliance and audit requirements.

Schedule A

A) Alliance DEDR Allocation	\$ 14,404.00
B) Cash Match (must be 25% of DEDR Allocation)	\$3,601.00
C) In-Kind Match (must be 75% of the DEDR Allocation)	<u>\$ 10,803.00</u>
TOTAL ALLIANCE BUDGET (add A+ B+C)	\$ 28,808.00

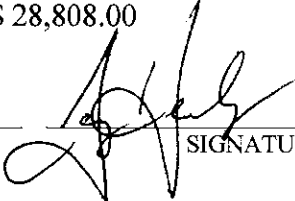
FORM 1A

STRATEGIC PLAN FOR FUNDING MUNICIPAL ALLIANCES

Grant Year: FY2022 Alliance Tier 2

APPLICANT MUNICIPALITY/IES: RCASA (Eastampton, Hainesport, Lumberton, Mount Holly, Westampton)	COUNTY: Burlington
ALLIANCE NAME: RCASA	ALLIANCE WEBSITE:
ALLIANCE STREET ADDRESS: 12 Manor House Court TOWN: Eastampton STATE: NJ ZIP: 08060	
TELEPHONE: (609) 267-5723 Ext. 209	FAX: (609) 265-1714
ALLIANCE CHAIRPERSON: Kim-Marie White STREET ADDRESS: 12 Manor House Court TOWN: Eastampton STATE: NJ ZIP: 08060 EMAIL: kwhite@eastampton.com	ALLIANCE COORDINATOR: Curtis Myers STREET ADDRESS: 12 Health Drive TOWN: Westampton STATE: NJ ZIP: 08060 EMAIL: Curtis.myers@verizon.net
DATE OF RESOLUTION AUTHORIZING THE STRATEGIC PLAN (MM/DD/YYYY): / /	

A) Alliance DEDR Allocation	\$ 14,404.00
B) Cash Match (must be 25% of DEDR Allocation)	\$ 3,601.00
C) In-Kind Match (must be 75% of the DEDR Allocation)	\$ 10,803.00
TOTAL ALLIANCE BUDGET (add A+ B+C)	\$ 28,808.00

Westampton	Sandy Henley	
_____ *MUNICIPALITY	_____ NAME/ MAYOR	_____ SIGNATURE

_____ *MUNICIPALITY	_____ NAME/TITLE OF GOVERNING BODY REPRESENTATIVE	_____ SIGNATURE
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_____ *MUNICIPALITY	_____ NAME/TITLE OF GOVERNING BODY REPRESENTATIVE	_____ SIGNATURE
------------------------	--	--------------------

Kim-Marie White	_____ SIGNATURE	_____ DATE
_____ ALLIANCE CHAIRPERSON	_____ SIGNATURE	_____ DATE

*** If a municipality is part of a consortium, a signature and resolution is required from all participating municipalities entering into the agreement. Signatures hereby accept all components of this grant including membership terms, Statement of Assurances and Fiscal Requirements.**

TOWNSHIP OF WESTAMPTON

RESOLUTION ENDORSING AND SUPPORTING THE TOWNSHIP OF
WESTAMPTON'S HOUSING ELEMENT AND FAIR SHARE PLAN IN ACCORDANCE
WITH THE SETTLEMENT AGREEMENT ENTERED INTO WITH FAIR SHARE
HOUSING CENTER IN THE AFFORDABLE HOUSING LITIGATION

RESOLUTION NO. 62-21

WHEREAS, in compliance with the Municipal Land Use Law (N.J.S.A 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301), the Township of Westampton Land Use Development Board (the "Planning Board") adopted on April 07, 2021 a Housing Element and Fair Share Plan; and

WHEREAS, as a material term and condition of the settlement agreement with the Fair Share Housing Center, ("Settlement Agreement") in an action captioned In the Matter of the Adoption of the Township of Westampton Housing Element and Fair Share Plan and Implementing Ordinances, (Docket No.: BUR-L-1625-15), (the "Action"), and such Settlement Agreement was approved by Court Order of February 10, 2020, the Township is required to endorse the Housing Element and Fair Share Plan adopted by the Planning Board consistent with the settlement terms; and

WHEREAS, the Township of Westampton's Housing Element and Fair Share Plan has been provided to the Mayor & Township Committee for review; and

WHEREAS, the Mayor & Township Committee now seeks to endorse and support said Housing Element and Fair Share Plan; and

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Township of Westampton, that it does hereby endorse and support the Housing Element and Fair Share Plan Elements of the Master Plan.

P.O. Type: All
 Format: Detail with Line Item Notes
 Range: 0-01-20-110-000 to 1-28-56-850-800
 Rcvd Batch Id Range: First to Last
 Department Page Break: No
 Print Alpha, Revenue, & G/L Accounts: Y
 Subtotal CAFR: No
 Subtotal Department: No
 Open: N Void: N Paid: N
 Held: Y Aprv: N Rcvd: Y
 Bid: Y State: Y Other: Y Exempt: Y
 Include Non-Budgeted: Y

Account	Description	Item Description	Amount	Stat	Chk	Enc	First Rcvd	Chk/Void	Invoice	P0
P.O. Id	Item Vendor						Date	Date		Type

Fund: CURRENT FUND
 1-01-20-120-021 ADMINISTRATIVE&EXECUTIVE-0E-ADVERTISING
 00208415 1 00008 NJ LEAGUE OF MUNICIPALITIES JOB POSTING AD FOR FULL TIME 210.00 R 04/16/21 04/26/21 DB14879
 BASIC POLICE OFFICER

1-01-20-130-044 FINANCIAL ADMIN-0E-DUES & SCHOOLING
 00208461 1 03510 JPMONZO MUNICIPAL CONSULTING WEBINAR REGISTRATION FOR 50.00 R 04/26/21 04/26/21 21-0610
 ROBERT L HUDNELL, CHIEF FINANCIAL OFFICER
 JUNE 10 2021

GRANT, TRUST & CAPITAL ACCOUNTING
 REFRESHERS

1-01-20-155-265 LEGAL SERVICES-OTHER EXPENSES-SOLICITOR
 00208248 1 03357 MALAMUT & ASSOCIATES LLC FEBRUARY 2021 LEGAL-SOLICITOR 2,850.00 R 03/22/21 04/19/21 5971
 AS PER INVOICE#5971
 00208438 1 03357 MALAMUT & ASSOCIATES LLC MARCH 2021 LEGAL-SOLICITOR 6,900.00 R 04/19/21 04/19/21 6142
 9,750.00

1-01-22-195-029 CONSTRUCTION OFFICIAL-0E-SOFTWARE MAINT
 00208468 1 00959 FITZGERALD & CO 2021 SOFTWARE SERVICE CONTRACT 14,700.00 R 04/27/21 04/27/21 2021WESTTWP-1
 00208468 2 00959 FITZGERALD & CO 2021 E-MAIL HOSTING 355.00 R 04/27/21 04/27/21 2021WESTTWP-2
 15,055.00

1-01-22-195-044 CONSTRUCTION OFFICIAL-0E-DUES&SCHOOLING
 00208452 1 00079 RUTGERS UNIVERSITY SEMINAR REGISTRATION FOR 135.00 R 04/22/21 04/26/21 58647
 GENE BLAIR, CONSTRUCTION OFFICIAL
 "CURRENT ISSUES IN PLANNING & ZONING"
 JUNE 24 & 25 2021

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
1-01-23-220-202 00208474 1 02864	EMPLOYEE INSURANCE-OE-PRESCRIPTION BENECARD SERVICES INC	MAY 2021 PRESCRIPTION	22,757.41	R		04/27/21	04/27/21		
1-01-23-220-204 00208433 1 03069	EMPLOYEE INSURANCE-OE-VISION SUPERIOR VISION OF NJ INC	MAY 2021 VISION INSURANCE	188.63	R		04/19/21	04/19/21	509846	
1-01-25-240-028 00208462 1 03256	POLICE-OE-SERVICES PROTUS IP SOLUTIONS	MY FAX	110.00	R		04/26/21	04/28/21	40898562	
1-01-25-240-030 00208446 1 03903	POLICE-OE-GENERAL EQUIPMENT & SUPPLIES ERIC SCOTT LEATHERS LLC	MASKS	407.04	R		04/21/21	04/29/21	328652	
1-01-25-240-042 00208231 1 03824	POLICE-OE-TRAINING J HARRIS ACADEMY OF POLICE	SEMINAR REGISTRATION-NJ	149.00	R		03/16/21	04/28/21	370	
	MARIJUANA LAW REVIEW & BEST PRACTICES FOR SGT RYAN BIERI								
1-01-25-260-092 00208403 1 03032	EMER MED SERV-OE-FIRE EQUIPMENT MAINT ALL HANDS FIRE EQUIPMENT	FIREFIGHTING GLOVES	268.50	R		04/13/21	04/21/21	INV15738	
1-01-25-265-202 00208432 1 01121	UNIFORM FIRE SAFETY ACT-OE-VEHICLE LEASE FORD CREDIT	2ND QTR 2021 VEHICLE LEASE	3,152.73	R		04/19/21	04/19/21	1765490	
1-01-25-265-299 00208458 1 00089	FIRE HYDRANT SERVICE-OE-MISC NEW JERSEY AMERICAN WATER CO	APRIL 2021 FIRE HYDRANT	7,122.15	R		04/26/21	04/26/21		
1-01-26-290-024 00208423 1 03675	STREETS & ROADS-OE-BUILDINGS & GROUNDS SITE ONE LANDSCAPE SUPPLY LLC	HERBICIDE, ROUNDUP, SOCKET, SOLO SHUTOFF ASSEMBLY & BACKPACK SPRAYERS	574.84	R		04/19/21	04/19/21	108030484-001	
00208440 1 00179	ALL SYSTEMS GO POLICE CHIEF LINE INCORRECTLY SENDING CALLS TO AUTO ATTENDANT 4/14/21	SERVICE CALL-PHONE REPAIR	89.95	R		04/20/21	04/20/21	35106	
00208444 1 00999	G W LIPPINCOTT INC PLAYGROUND DRAIN	STONE GRAVEL FOR ROLLING HILLS	80.00	R		04/20/21	04/20/21	466778	
00208448 1 01264	READY REFRESH BY NESTLE	APRIL 2021 WATER COOLER	123.64	R		04/21/21	04/21/21	1100433154291	

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	PO Type
1-01-26-290-024	STREETS & ROADS-OE-BUILDINGS & GROUNDS	Continued							
00208459	RENTAL-WITH CUPS & BOTTLED WATER		263.40	R		04/26/21	04/26/21	1820-7	
	SHERWIN WILLIAMS	PARKING LOT PAINT	1,131.83	R					
1-01-26-290-266	STREETS & ROADS-OE-STORMWATER MGT PERMIT								
00208466	TREASURER STATE OF NJ	2021 STORMWATER DISCHARGE	2,000.00	R		04/26/21	04/26/21	210585570	
	GENERAL PERMIT AUTHORIZATION RENEWAL								
1-01-26-315-201	VEHICLE MAINTENANCE-OE-POLICE								
00208410	AUTO ZONE INC	WIPER BLADES	30.00	R		04/14/21	04/28/21	4788073805	
00208430	PAM LLC-PA TURNPIKE	TOLLS	35.00	R		04/19/21	04/28/21	31538221141293	
00208450	HIGHWAY TIRE INC	2 TRUCK-TIRES	298.90	R		04/22/21	04/28/21	102020	
00208450	HIGHWAY TIRE INC	LT EXPEDITION-LOF, BRAKE INSP	106.55	R		04/28/21	04/28/21	101991	
00208450	HIGHWAY TIRE INC	CHIEF TRUCK-LOF	24.00	R		04/28/21	04/28/21	102173	
00208450	HIGHWAY TIRE INC	CHIEF TRUCK-BRAKES	588.56	R		04/28/21	04/28/21	102193	
			1,083.01						
1-01-26-315-202	VEHICLE MAINT-OE-STREETS & ROADS-INSIDE								
00208425	BC AUTO PARTS	VEHICLE#46-TRANSMISSION LIN	95.58	R		04/19/21	04/26/21	101093845	
	AS PER INVOICE#101093845								
00208425	BC AUTO PARTS	SMALL MOWERS-BLADERUNNER BELTS	85.58	R		04/21/21	04/26/21	101095059	
00208449	MILLER FORD	VEHICLE#46-TUBE ASSY & HOSE	105.75	R		04/21/21	04/21/21	5383078	
00208449	MILLER FORD	VEHICLE#46-TUBE OUTLET	73.80	R		04/21/21	04/21/21	35026267	
00208477	AUTO PARTS CONNECTION	VEHICLE#46-DISCONNECT SET	13.49	R		04/28/21	04/28/21	978056	
00208477	AUTO PARTS CONNECTION	ADH ERASER WHEELS	87.70	R		04/28/21	04/28/21	977898	
			461.90						
1-01-30-415-299	ACCUMULATED LEAVE COMP-OE-MISC								
00208471	WESTAMPTON TWP ACCUMULATED	2021 BUDGET APPROPRIATION	1.00	R		04/27/21	04/27/21		
1-01-31-435-299	ELECTRICITY & NATURAL GAS-OE-MISC								
00208479	DIRECT ENERGY BUSINESS	APRIL 2021 NATURAL GAS-WTFD	180.47	R		04/28/21	04/28/21	HS12417784	
00208481	PS&G	APRIL 2021 ELECTRIC	38.60	R		04/28/21	04/28/21	604202417925	
	STORAGE SHED FOR POLICE & PUBLIC WORKS		219.07						

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	P0 Type
1-01-55-900-001	REGIONAL HIGH SCHOOL TAX								
00208436	1 00004 RANCOGAS VALLEY REG HIGHSCHOOL	MAY 2021 REGIONAL HIGH SCHOOL TAXES	492,946.90	R		04/19/21	04/19/21		
1-01-55-900-002	LOCAL DISTRICT SCHOOL TAX								
00208437	1 00074 WESTAMPTON TWP BD OF EDUCATION	MAY 2021 LOCAL SCHOOL DISTRICT TAXES	912,019.67	R		04/19/21	04/19/21		
1-01-55-900-003	COUNTY TAX								
00208431	1 00113 BURLINGTON COUNTY TREASURER	2ND QTR 2021 COUNTY TAXES	1,050,708.02	R		04/19/21	04/19/21	21-00134	
1-01-55-900-004	COUNTY LIBRARY TAX								
00208431	2 00113 BURLINGTON COUNTY TREASURER	2ND QTR 2021 COUNTY TAXES	93,352.84	R		04/19/21	04/19/21	21-00134	
1-01-55-900-013	COUNTY FARMLAND PRESERVATION TAX								
00208431	3 00113 BURLINGTON COUNTY TREASURER	2ND QTR 2021 COUNTY TAXES	60,842.54	R		04/19/21	04/19/21	21-00134	
		Fund Total: CURRENT FUND	2,745,424.83						
Fund:	PUBLIC DEFENDER FUND								
1-13-55-900-902	PUBLIC DEFENDER FUND EXPENDITURES								
00208485	1 00940 GARY L DANIELS ESQ	CONFLICT PUBLIC DEFENDER TIMOTHY GRANT & PAIGE HAUGHAWAUT	400.00	R		04/29/21	04/29/21		
		ON APRIL 29 2021							
		Fund Total: PUBLIC DEFENDER FUND	400.00						
Fund:	ESCROW FUND								
1-14-56-851-015	BRENNAN, TERENCE & KIMBERLY (106-15)								
00208457	1 02461 CME ASSOCIATES	ENGINEERING (3/4/21)	372.50	R		04/26/21	04/26/21	277187	
		MINOR SUBDIVISION REVIEW & REPORT							
1-14-56-851-016	PARTS CORP (201-7.05 & 7.06)								
00208453	1 03246 FLORIO PERRUCCI STEINHARDT	FEBRUARY 2021 LEGAL	962.50	R		04/22/21	04/22/21	194307	
1-14-56-851-020	PSE&G (904-1)								
00208442	1 03257 ENVIRONMENTAL RESOLUTIONS INC	SITE PLAN REVIEW & SERVICES	3,860.00	R		04/20/21	04/20/21	85233	

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	Enc Date	Recd Date	Chk/Void Date	Invoice	PO Type
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1-14-56-851-020	PSE&G (904-1)	Continued							
	DECEMBER 28 2020 THRU FEBRUARY 3 2021								
00208443	1 03246	FLORIO PERRUCCI STEINHARDT	122.50	R		04/20/21	04/20/21	195729	
		MARCH 2021 LEGAL	3,982.50						
		Fund Total: ESCROW FUND	5,317.50						

Fund:	RECREATION FUND								
1-17-55-900-124		RECREATION-FIELD & FACILITY MAINTENANCE							
00208465	1 01177	MR BOB'S PORTABLE TOILETS	122.14	R		04/26/21	04/26/21	A-301622	
00208465	2 01177	MR BOB'S PORTABLE TOILETS	122.14	R		04/26/21	04/26/21	A-301638	
00208465	3 01177	MR BOB'S PORTABLE TOILETS	75.00	R		04/26/21	04/26/21	A-301724	
00208465	4 01177	MR BOB'S PORTABLE TOILETS	244.28	R		04/26/21	04/26/21	A-301731	
		Fund Total: RECREATION FUND	563.56						

1-17-55-900-126		RECREATION-FLAG FOOTBALL							
00208320	1 03107	BSN SPORTS LLC	579.00	R		04/01/21	04/19/21	912386204	
		AS PER QUOTE#21270709							
1-17-55-900-131		RECREATION-CONCESSION STAND SALES							
00208421	1 03365	ENERGY RESOURCES INC	120.00	R		04/19/21	04/19/21	402361	
		PROpane REFILLS (4/15/21)							
		Fund Total: RECREATION FUND	1,262.56						

Fund:	OPEN SPACE FUND								
1-18-54-375-200		OPEN SPACE-LAND MAINTENANCE-OTHER EXP							
00208434	1 00989	WILLINGBORO MCP L UTIL AUTH	202.21	R		04/19/21	04/19/21		
		CONCESSION STAND							
00208434	2 00989	WILLINGBORO MCP L UTIL AUTH	0.00	R		04/19/21	04/19/21		
		LAWN SPRINKLER							
00208447	1 00063	PSE&G	7,479.87	R		04/21/21	04/21/21	601906905292	
		STAND							
00208451	1 02630	CLC LOCKSMITHS	163.80	R		04/22/21	04/22/21	68366	
00208460	1 02088	PIONEER MANUFACTURING CO	882.90	R		04/26/21	04/26/21	INV785558	
		WHITE ARCTIC PAINT FOR BALL FIELDS							
00208478	1 02088	PIONEER MANUFACTURING CO	673.80	R		04/28/21	04/28/21	INV786450	
		PAINT FOR BALL FIELDS							

Account P.O. Id Item Vendor	Description	Item Description	Amount	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	P.O. Type
1-18-54-375-200 00208480 1 00063	OPEN SPACE-LAND MAINTENANCE-OTHER EXP PSE&G	continued APRIL 2021 ELECTRIC-FOOTBALL	19.08	R	04/28/21	04/28/21		601007104512	
	FIELD		<u>9,421.66</u>						
		Fund Total: OPEN SPACE FUND	9,421.66						
Fund:	POLICE OUTSIDE OVERTIME FUND								
1-21-56-850-800 00208439 1 00215	POLICE OUTSIDE OVERTIME EXPENDITURES CURRENT FUND	ADMINISTRATIVE FEES	87.38	R	04/20/21	04/20/21			
		APRIL 19 2021 PAYROLL							
		Fund Total: POLICE OUTSIDE OVERTIME FUND	87.38						
Fund:	COAH FUND								
1-24-56-850-800 00208422 1 00405	COAH DEVELOPMENT FEES EXPENDITURES BANISCH ASSOCIATES INC	MARCH 2021 SERVICES-COURT	1,450.00	R	04/19/21	04/19/21		P21-31268	
		APPOINTED PLANNING MASTER							
		Fund Total: COAH FUND	1,450.00						
		Year Total:	2,763,363.93						
Total Charged Lines: 74			Total List Amount: 2,763,363.93	Total Void Amount: 0.00					

Totals by Year-Fund								
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total	
CURRENT FUND	1-01	2,745,424.83	0.00	2,745,424.83	0.00	0.00	2,745,424.83	
PUBLIC DEFENDER FUND	1-13	400.00	0.00	400.00	0.00	0.00	400.00	
ESGROW FUND	1-14	5,317.50	0.00	5,317.50	0.00	0.00	5,317.50	
RECREATION FUND	1-17	1,262.56	0.00	1,262.56	0.00	0.00	1,262.56	
OPEN SPACE FUND	1-18	9,421.66	0.00	9,421.66	0.00	0.00	9,421.66	
POLICE OUTSIDE OVERTIME FUND	1-21	87.38	0.00	87.38	0.00	0.00	87.38	
COAH FUND	1-24	1,450.00	0.00	1,450.00	0.00	0.00	1,450.00	
Total of All Funds:		<u>2,763,363.93</u>	<u>0.00</u>	<u>2,763,363.93</u>	<u>0.00</u>	<u>0.00</u>	<u>2,763,363.93</u>	