

**TOWNSHIP OF LUMBERTON, NEW JERSEY**

**ORDINANCE NO. 2019-06**

**ORDINANCE AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THAT CERTAIN FINANCIAL AGREEMENT, BETWEEN THE TOWNSHIP OF LUMBERTON AND LUMBERTON URBAN RENEWAL, LLC, FOR PHASE I OF A REDEVELOPMENT PROJECT LOCATED ON A PORTION OF PROPERTY CURRENTLY KNOWN AS BLOCK 16, LOT 1.02, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW (N.J.S.A. 40A:20-1 et seq.)**

**WHEREAS**, the Township of Lumberton ("Township") is a municipal entity organized and existing under the laws of the State of New Jersey and located in Burlington County; and

**WHEREAS**, pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* ("Redevelopment Law"), specifically including *N.J.S.A. 40A:12A-6(a)*, on January 19, 1999, the Township Committee of the Township ("Governing Body") adopted Ordinance 1999-1 designated certain parcels of real property in the Township as a "Redevelopment Area" as such term is defined in the Redevelopment Law; and

**WHEREAS**, pursuant to such designation, by Ordinance 2007-9, the Governing Body adopted the "A-1 Pallet Site Redevelopment Plan", a redevelopment plan that includes applicable development goals and standards for, among other things, the redevelopment of the Redevelopment Area ("Redevelopment Plan"); and

**WHEREAS**, the Township has heretofore designated the Governing Body as the "Redevelopment Entity" (as such term is defined in the Redevelopment Law) for the purpose of implementing the Redevelopment Plan; and

**WHEREAS**, certain property designated as Block 16, Lot 1.02 on the Official Tax Map of the Township ("Property") is located within the Redevelopment Area; and

**WHEREAS**, by resolution, the Governing Body appointed Lumberton Urban Renewal, LLC ("Developer"), as the redeveloper of the Property; and

**WHEREAS**, the redevelopment plan of the Developer consists of the redevelopment of the Property by the undertaking of certain improvements to the Property consisting of: (i) the rehabilitation of an existing warehouse and the development and construction of approximately 64,000 square feet of storage units (referred to herein as "Phase I"); and (ii) the development and construction of two (2) units of approximately 6,000 square feet each containing office uses, non-drive-through restaurant space and/or flex space (the first 6,000 square foot unit is referred to herein as "Phase II(a)", and the second 6,000 square foot unit is referred to herein as "Phase II(b)"), together with associated parking, landscaping, lighting and other site improvements (the foregoing is collectively referred to herein as the "Project"); and

**WHEREAS**, the Developer has or will purchase or lease the Property and construct, or cause to be constructed, the Project; and

**WHEREAS**, the Long Term Tax Exemption Law permits a municipality to enter into a financial agreement exempting real property from tax assessment and accepting payments in lieu of taxes where the property is qualified; and

**WHEREAS**, in accordance with the Long Term Tax Exemption Law, the Developer submitted a written application ("Application") to the Township for approval of a tax exemption for the improvements to be constructed as part of the Project ("Improvements"), which Application was approved pursuant to resolution of the Governing Body of the Township; and

**WHEREAS**, the Governing Body has heretofore determined, *inter alia*, that the Project would not have been constructed without a tax exemption for the Improvements; and

**WHEREAS**, in furtherance thereof, on December 31, 2010, the Township and the Developer entered into that certain Financial Agreement ("Original Financial Agreement") pursuant to which the Developer agreed to make certain payments in lieu of taxes for the Improvements constituting the Project; and

**WHEREAS**, subsequent to the execution and delivery of the Original Financial Agreement, certain litigation was instituted, which prevented the Project from progressing; and

**WHEREAS**, such litigation has subsequently been settled permitting the Project to proceed; and

**WHEREAS**, in the intervening period since the date of execution of the Original Financial Agreement, the Township and the Developer have agreed and determined to enter separate financial agreements for each of Phase I, Phase II(a) and Phase II(b) of the Project; and

**WHEREAS**, in furtherance of such determination, the Township and the Developer have agreed to amend and restate the Original Financial Agreement by the execution and delivery of an "Amended and Restated Financial Agreement for Phase I" ("Amended Financial Agreement"), which Amended Financial Agreement shall only apply to Phase I of the Project; and

**WHEREAS**, a copy of the Amended Financial Agreement is attached to this Ordinance as Exhibit "A", which includes exhibits and schedules; and

**WHEREAS**, the Governing Body now deems it to be in the best interest of the Township to adopt an Ordinance authorizing the Township to enter into the Amended Financial Agreement with the Developer on the terms and conditions stated in the Amended Financial Agreement attached to this Ordinance:

**NOW, THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Lumberton, County of Burlington, and State of New Jersey, that the Township will enter into the Amended Financial Agreement with the Developer on the terms and conditions stated in the Amended Financial Agreement attached to this Ordinance and as further set forth herein:

1. The Governing Body makes such determinations and findings by virtue of and pursuant to and in conformity with the Long Term Tax Exemption Law.

2. The Amended Financial Agreement, in substantially the form attached (with such changes as shall be approved by the Township Administrator and the Township Solicitor upon prior notice to the Governing Body), and all exhibits and schedules thereto, are hereby authorized and approved.

3. Upon adoption of this Ordinance and execution of the Amended Financial Agreement, a certified copy of this Ordinance and the Amended Financial Agreement shall be transmitted to the Department of Community Affairs, Director of the Division of Local Government Services.

**BE IT FURTHER ORDAINED AND ENACTED**, that this Ordinance shall take effect upon proper passage in accordance with the law;

**BE IT FURTHER ORDAINED** that the Mayor, the Township Administrator, the Township Chief Financial Officer are each hereby authorized to execute the Amended Financial Agreement and any additional documents as are necessary to implement and carry out the intent of this Ordinance and the Amended Financial Agreement. Such Amended Financial Agreement and any additional documents may each be attested on behalf of the Township by the Township Clerk or Township Deputy Clerk.

**LUMBERTON TOWNSHIP COMMITTEE**

**ACTION UPON INTRODUCTION:**

COMMITTEE MEMBER	MOTION	2 <sup>nd</sup>	YES	ABSTAIN	NO	ABSENT
J. Dwyer	√		√			
K. Hatfield			√			
R. Tuno						√
K. Januseski		√	√			
S. Earlen			√			

**ACTION UPON ADOPTION:**

COMMITTEE MEMBER	MOTION	2 <sup>nd</sup>	YES	ABSTAIN	NO	ABSENT
J. Dwyer						
K. Hatfield						
R. Tuno						
K. Januseski						
S. Earlen						

**CERTIFICATION**

I hereby certify that the foregoing is a true copy of the ordinance that was introduced after first reading at a meeting of the Lumberton Township Committee held on June 27, 2019 and adopted after a public hearing at a meeting of the Lumberton Township Committee held on July 25, 2019.

Debra L. Shaw-Blemings, RMC  
Lumberton Township Clerk

**Introduced:** June 27, 2019  
**Hearing:** July 25, 2019  
**Adopted:**

*Published:* July 8, 2019  
*Published:*

EXHIBIT "A"  
AMENDED FINANCIAL AGREEMENT FOR PHASE I BETWEEN TOWNSHIP OF  
LUMBERTON, NEW JERSEY AND LUMBERTON URBAN RENEWAL, LLC