

**AGENDA
WOOLWICH TOWNSHIP COMMITTEE
REGULAR MEETING
OCTOBER 21, 2019**

Call to order:

The October 21, 2019 regular meeting of the Woolwich Township Committee is being called to order. Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act.

Roll Call:

Flag Salute:

Privilege of the Floor/Agenda Items: The public is reminded to please stand and state their name and address for the record prior to addressing the Committee.

Ordinance:

2019-17 Ordinance Authorizing Financial Agreement for an Assisted Living Project for the Property Location at Block 28.01, Lot 2 on the Tax Maps of Woolwich Township, Pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 Et. Seq. Second Reading/Public Hearing

2019-18 Ordinance of the Township of Woolwich, County of Gloucester, State of New Jersey, Amending Chapter 177 of the Code of the Township of Woolwich Entitled "Trees" Second Reading/Public Hearing

2019-19 Ordinance of the Township of Woolwich Accepting Jurisdiction and Control of Pancoast Road Located Between Kings Hwy (CR 551) and State Highway Route 322 and Amending Chapter 182 of the Code of the Township of Woolwich Accordingly Second Reading/Public Hearing

2019-20 Ordinance Authorizing Financial Agreement for an Office Building for the Property Location at Block 28.01, Lot 2.02 on the Tax Maps of Woolwich Township, Pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 Et. Seq. Second Reading/Public Hearing

Resolutions:

R-2019-244 Resolution Authorizing Totally Disabled Veteran Tax Exemption

R-2019-245 Resolution Authorizing Placement of Municipal Lien(s) – Property Maintenance

R-2019-246 Resolution Authorizing Proposal of Eaise Design in the Amount of \$5,540.00 and Landscaping, Inc. for Various Landscaping Activities

R-2019-247 Resolution Authorizing Street Opening Permits to South Jersey Gas-402 Harrisonville Road and 163 Erica Court

R-2019-248 Resolution of the Township of Woolwich Approving the Corrective Action Plan for the 2018 Municipal Audit

R-2019-249 Resolution Authorizing the Proposal of Remington and Vernick Engineers to Conduct Paulsboro Road Sanitary Sewer Extension Analysis in the Amount of \$29,200.00

R-2019-250 Resolution Authorizing the Tax Collector to Transfer or Refund Overpayment of Taxes

R-2019-251 Resolution Authorizing Totally Disabled Veteran Tax Exemption

R-2019-252 Resolution Authorizing Totally Disabled Veteran Tax Exemption

R-2019-253 Resolution of the Woolwich Township Committee Referring the Kings Landing Amended Scattered Site Redevelopment Plan to the Woolwich Township Joint Land Use Board for Review and Recommendation Pursuant to N.J.S.A. 40A:12-1, *et. seq.*

R-2019-254 Resolution of the Township of Woolwich Authorizing the Lease of Five Vehicles Via a Nationally Recognized Co-Op with Sourcewell from Enterprise Fleet Management

R-2019-255 Resolution of the Township of Woolwich, County of Gloucester, State of New Jersey Accepting the Best Practices Inventory Report for CY2019

Old Business:	Meadow Woods Erosion-Engineer
	Tree Removal Quotes-Stanch's \$3,775.00 Tree Awareness/No Bid
	Landscaping Quotes
	Center Square Rd.
	Eaise \$4,775.00 Four Seasons \$7,762.00
	Township Line Road
	Eaise \$5,845.00 Four Seasons \$4,850.00

New Business:

Privilege of the Floor: The public is reminded to please stand and state their name and address for the record prior to addressing the Committee.

R-2019-256 Resolution for Closed Session Contractual Matters/Sewer
Litigation/ GLO-L-000011-19

Approval of Bills and P.O.'s:

Adjournment:

NOTICE PURSUANT TO N.J.S.A. 10:4-8(d)

The items listed on the tentative agenda of the Mayor and Township Committee of the township of Woolwich constitutes the agenda to the extent known at the time of posting. Since this agenda is tentative, items may be added and/or deleted prior to the commencement of the meeting. Formal action may or may not be taken regarding each item listed on the final agenda.

ORDINANCE NO. 2019-17

**TOWNSHIP OF WOOLWICH
COUNTY OF GLOUCESTER**

**ORDINANCE AUTHORIZING FINANCIAL AGREEMENT
FOR AN ASSISTED LIVING PROJECT, FOR THE
PROPERTY LOCATION AT BLOCK 28.01, LOT 2 ON THE
TAX MAPS OF WOOLWICH TOWNSHIP, PURSUANT TO
THE LONG TERM TAX EXEMPTION LAW, N.J.S.A.
40A:20-1 ET SEQ.**

WHEREAS, Woolwich Garden Realty Urban Renewal LLC (“the Entity”), is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.); and

WHEREAS, the property located at Block 28.01, Lot 2 (the “Property”) on the tax map of the Township, along with other property (collectively, the “Redevelopment Area”), was designated to be an area in need of redevelopment in Woolwich Township, by Township Resolution #2018-21; and

WHEREAS, the Township Committee adopted a Redevelopment Plan on October 1, 2018 (the “Weatherby Town Center Redevelopment Plan”) by Ordinance 2018-16 whose purpose was to implement and promote the redevelopment of the Redevelopment Area; and

WHEREAS, the Township Committee adopted Ordinance 2018-17 on November 19, 2018 which amended the Weatherby Town Center Redevelopment Plan (together with the Weatherby Town Center Redevelopment Plan, the “Redevelopment Plan”); and

WHEREAS, the Township Committee, by Resolution R-2019-235 adopted on October 7, 2019, designated the Entity as developer for the Property, and authorized the Township Committee to negotiate a Redevelopment Agreement with the Entity; and

WHEREAS, on September 26, 2019, the Entity filed an Application attached hereto as Exhibit A, with the Township for approval of a long term tax exemption for the Improvements; and

WHEREAS, the Entity proposes the construction and operation of a one story building on the property containing approximately forty-five thousand sq. ft. for an assisted living complex (the “Project”) at the Property; and

WHEREAS, the Township hereby determines that the relative benefits of the Project outweigh the costs of the tax exemption, for the following reasons:

the Project will provide an assisted living facility consisting of approximately 45,000 square feet in the Township at a site where the current real estate taxes on

improvements generate revenue of \$approximately \$120.34, whereas, the Annual Service Charge as estimated will generate revenue to the Township of approximately \$110,325.55 for the first calendar year following completion of the project; and

the Project, costing approximately \$7,373,950.00 million, and will provide 40-60 plus construction jobs and generally add to the economic viability of the Township; and

the Project should stabilize and contribute to the economic growth of existing local business and to the creation of new business, which cater to the residents; and

the Project will further the redevelopment objectives of the Redevelopment Plan; and

the Project's fiscal impact analysis indicates that the benefits of the Project outweigh the costs to the Township; and

WHEREAS, the Township hereby determines that the tax exemption is important in obtaining development of the Project and influencing the locational decisions of the probable occupants for the following reasons:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will insure the likelihood of the success of the Project and insure that it will have a positive impact on the surrounding area; and

WHEREAS, the Township and the Entity have reached agreement with respect to, among other things, the terms and conditions relating to the Annual Service Charges and desire to execute a Financial Agreement reflecting the same.

NOW, THEREFORE, BE IT ORDAINED by the Committee of the Township of Woolwich the County of Gloucester, State of New Jersey that:

1. The application of Woolwich Garden Realty Urban Renewal LLC , formed and qualified to do business under the provisions of the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.), a copy of which shall be placed on file with the City Clerk, for Block 28.01, Lot 2, more commonly known as Auburn and Center Square Roads, Woolwich Township in the Weatherby Town Center Redevelopment area, is hereby accepted and approved.

2. The Mayor is hereby authorized and directed to execute a Financial Agreement, substantially in the form attached hereto and made part hereof as Exhibit "A".
3. All ordinances, or parts of ordinances inconsistent herewith, are hereby repealed to the extent of such inconsistencies.
4. This Ordinance shall take effect immediately upon final passage and publication pursuant to law.

21557

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing Ordinance was introduced upon first reading by the Township Committee of the Township of Woolwich at a meeting held on the 7th day of October, 2019. It will be further considered for final adoption upon a second reading and subsequent to a public hearing to be held on such ordinance, at a special meeting of the Township Committee at which time any interested person(s) may be heard. Said meeting to be conducted on the 21st day of October, 2019 at the Woolwich Township Building, 120 Village Green Drive, Woolwich Township, New Jersey, beginning at ___ p.m.

Jane DiBella, Clerk

NOTICE OF ADOPTION

Notice is hereby given that the foregoing ordinance was approved for final adoption by the Woolwich Township Committee at a meeting held on the 21st day of October, 2019.

Jane DiBella, Clerk

THIS FINANCIAL AGREEMENT (this "Financial Agreement"), made and entered into this 21 day of Oct, 2019, by and between **WOOLWICH GARDENS REALTY URBAN RENEWAL, LLC** a New Jersey limited liability company, qualified to do business under the provisions of the Long Term Tax Exemption Law, having an address of 717 Brandywine Drive, Moorestown, NJ 08057 (the "Entity"), and the **TOWNSHIP OF WOOLWICH**, a municipal corporation of the State of New Jersey, having offices at 120 Village Green Drive, Woolwich Township, New Jersey 08085 (the "Township").

WITNESSETH:

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Local Redevelopment and Housing Law"), as amended and supplemented provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment; and

WHEREAS, the Entity is the contract purchaser or owner of certain premises located in the Township of Woolwich known as Block 28.01, Lot 2 as shown on the Official Tax Map of the Township of Woolwich (the "Property"); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law, the Township and the Entity entered into a Redevelopment Agreement dated 10-7-19, 2019, for the construction of an assisted living complex on the Property (the "Redevelopment Agreement"); and

WHEREAS, the Township desires to grant a long term tax exemption and, in connection therewith, the Township and the Entity will utilize provisions of the Local Redevelopment and Housing Law and the Long Term Tax Exemption Law, codified at N.J.S.A. 40A:20-1 et seq. (the "Long Term Tax Exemption Law") and such other statutes as may be sources of relevant authority, if any, to facilitate the redevelopment project that the Entity proposes to undertake at the Property; and

WHEREAS, the provisions of the Long Term Tax Exemption Law, the Local Redevelopment and Housing Law, and such other statutes as may be sources of relevant authority, if any, authorize the Township to accept, in lieu of real property taxes, an annual service charge paid by the Entity to the Township as set forth in such laws; and

WHEREAS, the Township made the following findings:

A. Relative benefits of the Project (hereafter defined) when compared to the costs:

1. The current real estate tax generates revenue of approximately \$120.34 for calendar year 2019 (inclusive of the County of Gloucester's portion) based on approximately 4 acres out of an 11.16 QFarm assessed parcel, whereas, the Annual Service Charge (hereafter defined), as estimated, will generate revenue to the Township of approximately \$110,325.55 (inclusive of credits to the Annual Service Charge for land tax payments) for the first calendar year following the completion of the Project;

2. The Annual Service Charge will be fixed for the first ten (10) years following the completion of the Project in the amount of One Hundred Forty-Seven Thousand Four Hundred Seventy-Nine Dollars (\$147,479.00) based on two percent (2%) of the cost of the Project in the amount of Seven Million Three Hundred Seventy-Three Thousand Nine Hundred Fifty Dollars (\$7,373,950.00) (the "Project Cost"), and thereafter, the Annual Service Charge will be calculated as follows:

i. for years 11 through 15, the greater of two percent (2%) of the Project Cost or twenty percent (20%) of the amount of taxes otherwise due,

ii. for years 16 through 20, the greater of two percent (2%) of the Project Cost or forty percent (40%) of the amount of taxes otherwise due,

iii. for years 21 through 25, the greater of two percent (2%) of the Project Cost or sixty percent (60%) of the amount of taxes otherwise due, and

iv. for years 26 through 30, the greater of two percent (2%) of the Project Cost or eighty percent (80%) of the amount of taxes otherwise due.

The Annual Service Charge has been calculated based upon the Entity receiving a credit for the payment of any Land Taxes;

3. The Project is expected to create approximately 40 - 60 jobs during construction;

4. The Project should stabilize and contribute to the economic growth of existing local business and to the creation of new business, which cater to the new residents; and

5. The Project will further the redevelopment objectives of the Township's Redevelopment Plan.

B. Assessment of the importance of the tax exemption in obtaining development of the Project:

1. The relative stability and predictability of the Annual Service Charges for the first ten (10) years following the construction of the Project will allow the owner to stabilize its operating budget, will likely provide a benefit of the Project and insure that it will have a positive impact on the surrounding area; and

WHEREAS, the Township and the Entity have entered into this Financial Agreement to memorialize the terms and conditions by which the Entity will pay an Annual Service Charge in lieu of real property taxes on the Project Improvements (defined herein).

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 1
GENERAL PROVISIONS

SECTION 1.1 Governing Law. This Financial Agreement shall be governed by the laws of the State (as hereinafter defined), including the provisions of the Long Term Tax Exemption Law, the Local Redevelopment and Housing Law, and such other statutes as may be sources of relevant authority, if any.

SECTION 1.2 General Definitions. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Financial Agreement shall mean:

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to the provisions of N.J.S.A. 40A:20-3c.

Allowable Profit Rate - The Allowable Profit Rate for the purpose of this Financial Agreement will be calculated as set forth in N.J.S.A. 40A:20-3b. For the purpose of determining the specific Allowable Profit Rate, the annual interest percentage rate shall be the greater of twelve percent (12%) or the percentage per annum arrived at by adding one and one-quarter percent (1¼%) to the annual interest rate payable on the Entity's initial permanent mortgage financing for the Project Improvements. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, the interest rate per annum as referenced above shall, for the purposes of the Project Improvements, be the greater of twelve percent (12%) or the percentage per annum arrived at by adding one and one-quarter percent (1¼%) to what the Township determines to be the prevailing rate on mortgage financing on comparable improvements in the County of Gloucester. For avoidance of doubt, no provision contained herein shall be construed to limit the profits of Woolwich Gardens Assisted Living, LLC, which shall initially operate an assisted living facility on the Property, or limit the profits of any future tenant, subtenant or other entity that conducts any operations on the Property.

Annual Service Charge - The payment by the Entity to the Township pursuant to Article 5 hereof.

Auditor's Report - A complete financial statement outlining the financial status of the Entity (for a period of time as indicated by context) that is the subject of this Financial Agreement, the contents of which shall have been prepared in a manner consistent with generally accepted accounting principles and that fully details all items as required by the applicable statutes, including Allowable Net Profit for the period as defined in N.J.S.A. 40A:20-15, and that 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.

Certificate of Completion - means a certificate issued by the Township in accordance with Section 2(g) of the Redevelopment Agreement.

Certificate of Occupancy - means a "certificate of occupancy", as such term is defined in the New Jersey Administrative Code, issued with respect to all or a portion of the Project upon completion of all or a portion of the Project.

Default - The failure of the Entity or the Township to perform any material obligation imposed upon the Entity or the Township by the terms of this Financial Agreement after notice and opportunity to cure as provided herein.

Entity - Woolwich Gardens Realty Urban Renewal, LLC, a limited liability company, and any subsequent purchaser or successor in interest to the ownership of the Property, which transfer is carried out in accordance with the terms of the Redevelopment Agreement and this Financial Agreement.

Exemption Application - The application filed by the Entity with the Township for a long term tax exemption for the Project, attached hereto as Exhibit A.

In Rem Foreclosure Act - N.J.S.A. 54:5-1 *et seq.*

In Rem Tax Foreclosure - A summary proceeding by which the Township may enforce the lien for taxes due and owing by a tax sale. Said foreclosure is governed by the In Rem Foreclosure Act.

Land Taxes - The amount of taxes assessed on the value of the land portion of the Property from time to time during the term of this Financial Agreement.

Local Redevelopment and Housing Law - N.J.S.A. 40A:12A-1 *et seq.*

Long Term Tax Exemption Law - N.J.S.A. 40A:20-1 *et seq.*

Material Conditions - As defined in Section 5.5 hereof.

Net Profit - As defined at N.J.S.A. 40A:20-3c, excluding gain realized on sale or other disposition of the Project and proceeds of any refinancing of debt on the Project.

Ordinance - Ordinance No. _____ adopted by the Township Committee on _____, 2019, attached hereto as Exhibit B.

Project - Means the construction of a one-story building on the Property containing approximately forty-five thousand (45,000) square feet for an assisted living complex. For avoidance of doubt the Project shall exclude all operations of the assisted living facility or any other operations by a tenant, subtenant or other entity conducted on the Property.

Project Completion Date - That date on which the Project is completed, as evidenced by the issuance of a Certificate of Occupancy. Certificates may be issued for phases of the Project and those phases shall be deemed complete upon such issuance.

Project Improvements - All buildings, structures, improvements, site preparation work, and amenities necessary for the implementation and completion of the Project.

Property - The land described in Exhibit C hereto.

Redevelopment Agreement - As defined in the Recitals to this Financial Agreement.

State - The State of New Jersey.

Tax Sale Law - N.J.S.A. 54:5-1 *et seq.*

Total Project Cost - As defined in N.J.S.A. 40A:20-3h.

Township - The Township of Woolwich, in the County of Gloucester, New Jersey, a municipal corporation of the State.

SECTION 1.3 Exhibits Incorporated. All Exhibits referred to in this Financial Agreement and attached hereto are incorporated herein and made part hereof.

ARTICLE 2 APPROVAL

SECTION 2.1 Approval of Tax Exemption. Pursuant to the Ordinance, all Project Improvements owned by the Entity shall be exempt from taxation as provided in the Long Term Tax Exemption Law pursuant to the terms of this Financial Agreement. It is expressly understood and agreed by the parties hereto that the Township expressly relies upon the facts, data and presentations contained in the Exemption Application and in the site plan approval granted for the Property in granting this tax exemption.

SECTION 2.2 Approval of Project to be Undertaken by the Entity. Approval hereunder is granted to the Entity whose formation documents are attached as Exhibit D for the contemplated Project described in the Exemption Application.

ARTICLE 3 REPRESENTATIONS OF THE PARTIES

SECTION 3.1 Representations of the Entity. The Entity represents and warrants to the Township as follows:

- A. It is a duly formed, organized and existing limited liability company of the State of New Jersey, to be organized pursuant to and in compliance with the New Jersey Limited Liability Company Act (N.J.S.A. 42:2B-1 *et seq.*) and will form a qualifying urban renewal entity pursuant to the Long Term Tax Exemption Law, to be reviewed and approved by the New Jersey Department of Community Affairs and has filed with, as appropriate, the Office of the Treasurer of State.

- B. It has full authority to enter into and perform all of the obligations on the part of the Entity to be performed.
- C. Effective as of the completion of the Project, the Project shall be used, managed and operated for the purposes set forth in the Exemption Application, the Redevelopment Law and all applications filed with, and as approved by, the Township in connection with the Project.
- D. One, more and/or all of the members or principals of the Entity may (i) individually or collectively operate an assisted living facility or conduct any other business or operations on the Property, or (ii) have an ownership interest and/or controlling interest in any existing or future tenants, subtenants or other entities that may operate an assisted living facility or conduct any other business or operations on the Property.

SECTION 3.2 Representations of the Township. The Township represents and warrants to the Entity as follows:

- A. It is a duly formed and existing municipal corporation of the State of New Jersey and is fully authorized and empowered to enter into and perform all obligations under this Financial Agreement on the part of the Township to be performed.
- B. It has complied with all applicable municipal, state and federal laws, rules and regulations, including without limitation, the Long Term Tax Exemption Law and the Local Redevelopment and Housing Law in negotiating, entering into and performing its obligations under this Financial Agreement, and all governmental and agency authorizations and approvals required for the execution, delivery and performance of this Financial Agreement have been properly obtained.
- C. It acknowledges and agrees that this Financial Agreement and any obligations arising hereunder shall be applicable solely to the Entity (including any transferee, successor or assign as provided for herein) and that no provisions, covenants, obligations or any other requirements whatsoever arising out of or relating to this Financial Agreement shall be applicable to or binding upon any tenant of the Entity which shall operate an assisted living facility on the Property or that of any future tenant, subtenant, person or other entity that may operate an assisted living facility or conduct any other business or operations on the Property. For the avoidance of doubt, said existing or future tenants, subtenants, persons or other entities shall not be obligated, subject to, required to furnish any information or be included in (i) any of the definitions of Allowable Net Profit, Allowable Profit Rate or Net Profit arising under this Financial Agreement, or (ii) any of the provisions, calculations, payment obligations, audit or reporting requirements pursuant to Article 8 and Article 9 of this Financial Agreement or pursuant to applicable law.

**ARTICLE 4
DURATION OF AGREEMENT**

SECTION 4.1 Term. It is understood and agreed by the parties that this Financial Agreement, including the obligation to pay Annual Service Charges required under Article 5 hereof and the tax exemption granted and referred to in Section 2.1 hereof, shall remain in effect for a period of thirty (30) years from the issuance of a Certificate of Occupancy. This Financial Agreement shall constitute evidence of a lien securing such obligation, which lien shall survive any termination hereof for all amounts then due and payable prior to termination. At the expiration or earlier termination of the term hereof, the tax exemption for the Project shall expire and the Project Improvements shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Township. After expiration or earlier termination of the term hereof, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering of its final accounting, pursuant to N.J.S.A. 40A:20-12.

SECTION 4.2 Date of Termination. Upon any termination of the tax exemption described in Section 4.1 hereof, the date of such termination shall be deemed to be the end of the fiscal year of the Entity.

**ARTICLE 5
ANNUAL SERVICE CHARGE**

SECTION 5.1 Annual Service Charge. Notwithstanding anything herein to the contrary, or the exercise by the Township of any right or remedy provided for herein or otherwise available with respect hereto, so long as this Financial Agreement has not been terminated by the Entity, the Entity shall pay the Annual Service Charge to the Township for the duration of the tax exemption provided for in Section 2.1 of this Financial Agreement, which Annual Service Charge includes any and all fees and charges payable by the Township to the County of Gloucester from the Annual Service Charge and all administrative and other taxes, fees and charges that the Township is entitled to collect by law under the Long Term Tax Exemption Law. Should any added or omitted real estate taxes or assessments (other than special assessments) or other realty taxes related to the Project Improvements ("Conventional Improvements Taxes") be paid by Entity, the Entity shall be entitled to a credit for the amount paid against the Annual Service Charges next due after payment by the Entity and the Entity shall be entitled to continue deducting the Conventional Improvements Taxes paid by the Entity until the amount credited and deducted from the Annual Service Charges equals the aggregate amount of Conventional Improvements Taxes paid by the Entity. The Entity reserves the right to contest the assessment for the Project Improvements during the term of this Financial Agreement.

SECTION 5.2 Calculation of Annual Service Charge. The Annual Service Charge under the Long Term Tax Exemption Law for each year during the term of the exemption is the amount set forth on Exhibit E for such year.

SECTION 5.3 Quarterly Installments. The Entity expressly agrees that installments of the aforesaid Annual Service Charge shall be paid quarterly in a manner consistent with the Township's tax collection schedule. The first installment of Annual Service Charge shall be paid

within thirty (30) days of the Project Completion Date. In the event that the Entity fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under State law in the case of unpaid taxes or tax liens on the land until paid.

SECTION 5.4 Land Taxes. Pursuant to N.J.S.A. 40A:20-12, against the Annual Service Charge, the Entity shall be entitled to a credit for the amount, without interest, of the Land Taxes for the last four (4) preceding quarterly installments. The Entity reserves all rights to contest Land Taxes by appropriate proceedings as well as the total assessment during the term of this Financial Agreement.

SECTION 5.5 Material Conditions. It is expressly agreed and understood that the granting of a tax exemption for the Project Improvements pursuant to the Long Term Tax Exemption Law, the representations of the parties set forth in Article 3 and all payments of Annual Service Charges and any interest payments, penalties or costs of collection due thereon, are material conditions of this Financial Agreement (“Material Conditions”). If any other term, covenant or condition of this Financial Agreement or the Exemption Application, as to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 6 REMEDIES

SECTION 6.1 Remedies. In the event of a breach of this Financial Agreement by any of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, any party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the Long Term Tax Exemption Law, as amended and supplemented. Whenever the word “Taxes” appears, or is implied, directly or indirectly, to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as it is pertinent to this Financial Agreement, as if the Annual Service Charge was a tax or municipal lien on land. If the Entity fails to make any payment of the Annual Service Charges, Land Taxes or other monetary obligations of the Entity set forth in this Financial Agreement, the sole remedy of the Township shall be those provided for collection of taxes under New Jersey Statutes, including but not limited to an In Rem Tax Foreclosure. Any and all rights and remedies of the parties may be enforced in the Superior Court of New Jersey, at law or in equity.

SECTION 6.2 Arbitration. In the event of a dispute (other than one arising from the failure of the Entity to make payments due hereunder) arising in reference to the terms and provisions of this Financial Agreement, either party shall submit the dispute to the American Arbitration Association to be resolved in accordance with its rules and regulations in such fashion as to accomplish the purposes of the Tax Exemption Law and this Financial Agreement. The costs of arbitration shall be borne equally by the parties.

ARTICLE 7
CERTIFICATE OF OCCUPANCY; CERTIFICATION
REGARDING TAX EXEMPTION

SECTION 7.1 Certificate of Occupancy. It is understood and agreed that the Entity shall remain obligated to make application for and make all good faith efforts which are reasonable to obtain the Certificate of Occupancy for the Project in a timely manner as identified in the Exemption Application.

SECTION 7.2 Filing of Certificate of Occupancy. It shall be the primary responsibility of the Entity to forthwith file with the Gloucester County Office of Assessment, the Township Tax Collector and the Chief Financial Officer of the Township a copy of the Certificate of Occupancy.

SECTION 7.3 Certification Regarding Tax Exemption. The Township Clerk shall certify to the County Tax Assessor, pursuant to N.J.S.A. 40A:20-12, that a Financial Agreement with an urban renewal entity, for the development of the Property, has been entered into and is in effect as required by N.J.S.A. 40A:20-1, *et seq.* Delivery by the Township Clerk to the County Tax Assessor of a certified copy of the Ordinance adopted by the Township governing body approving the tax exemption described herein and this Financial Agreement shall constitute the required certification. Upon the delivery of the certification as required hereunder, the County Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the Township Clerk until the expiration of the entitlement to exemption by the terms of this Financial Agreement or until the County Tax Assessor has been duly notified by the Township Clerk that the exemption has been terminated. Further, upon the adoption of this Financial Agreement, a certified copy of the Ordinance adopted by the Township governing body approving the tax exemption described herein and this Financial Agreement shall be transmitted to the Director of the Division of Local Government Services State of New Jersey Department of Community Affairs by the Township Clerk.

ARTICLE 8
ANNUAL AUDITS

SECTION 8.1 Accounting System. The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles consistently applied, and as otherwise prescribed in the Long Term Tax Exemption Law during the term of this Financial Agreement.

SECTION 8.2 Periodic Reports. Annually, within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, that this Financial Agreement shall continue in effect, the Entity shall submit its Auditor's Report certified by an independent certified public accountant for the preceding fiscal or calendar year to the Mayor, the Township Council and the Township Clerk of said Township, who shall advise those municipal officials required to be advised, and to the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:20-9d. Said Auditor's Report shall include the terms and interest rate on any mortgage(s) associated with the Project Improvements, the Allowable Net Profit of the Entity for the period

shown, and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Long Term Tax Exemption Law and this Financial Agreement.

SECTION 8.3 Inspection. Upon the request of the Township or the State for the purposes of this Financial Agreement, the Entity shall permit the inspection of property, equipment, buildings and other facilities of the Entity by the requesting party or its agents. It also shall permit, upon request of the Township or the State for the purposes of this Financial Agreement, reasonable examination and audit of its books, contracts, records, documents and papers by representatives duly authorized by such Township or State. Such inspection, examination or audit shall be made during the hours of the business day, in the presence of any officer or agent of the Entity.

SECTION 8.4 Limitation on Profits and Reserves. During the period of tax exemption as provided herein, the Allowable Net Profit limitation, and the right to maintain reserves, shall apply to the Entity pursuant to the provisions of N.J.S.A. 40A:20-15.

SECTION 8.5 Payment of Dividend and Excess Profit Charge. Whenever the Net Profit of the Entity for the period, taken as one accounting period, commencing upon the substantial completion of the Project Improvements and terminating at the end of the last full fiscal year, shall exceed the Allowable Net Profits for the period, the Entity shall, within one hundred twenty (120) days of the close of that fiscal year, pay the excess Net Profit to the Township as an additional service charge, provided, however, that the Entity may maintain any reserves permitted by N.J.S.A. 40A:20-15. Notwithstanding the foregoing, no provision contained herein shall be construed to include in the determination of Allowable Net Profit or excess Net Profit, under this Financial Agreement or otherwise, any profits of Woolwich Gardens Assisted Living, LLC, which shall initially operate an assisted living facility on the Property, or the profits of any future tenant, subtenant or other entity that conducts any operations on the Property.

ARTICLE 9 ASSIGNMENT AND/OR ASSUMPTION

SECTION 9.1 Approval. The Entity may sell all or any portion or portions of the Project, and the Township shall consent to such sale, without imposition of any fees or charges, provided that the sale is (i) to another urban renewal entity organized under and in full compliance with the provisions of the Long Term Tax Exemption Law imposed on "Urban Renewal Entities", as defined therein, including successors and assigns of the Entity, (ii) the obligations of the Entity under this Financial Agreement are assumed by the transferee, to the extent those obligations relate to the portion of the Property acquired by the transferee and (iii) the transferee does not own any other project subject to long term tax exemption under the Long Term Tax Exemption Law at the time of transfer. Upon assumption by the transferee urban renewal entity of the Entity's obligations, to the extent those obligations relate to the portion of the Property acquired by the transferee under this Financial Agreement, the tax exemption for the Project shall continue and inure to the transferee urban renewal entity and its respective successors or assigns. Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself, provided that the transfer, if greater than ten (10%) percent, is disclosed to the Township's governing body in the annual disclosure statement or in correspondence sent to the

Township in advance of the annual disclosure statement referred to herein.

SECTION 9.2 Subordination of Fee Title. It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charge, if any, and to the rights of the Township, to encumber the fee title to the Property and the Project Improvements, and that any such encumbrance shall not be deemed to be a violation of this Financial Agreement.

**ARTICLE 10
WAIVER**

SECTION 10.1 Waiver. Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the Township or the Entity of any rights and remedies provided by law except for the express waiver herein of certain rights of acceleration and certain rights to terminate this Financial Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery that the Township or the Entity has under law, in equity, or under any provision of this Financial Agreement.

**ARTICLE 11
NOTICE**

SECTION 11.1 Notice. Any and all notices or communications given under this Financial Agreement (“Notices”) shall be in writing and shall be sent by (a) certified or registered mail, return receipt requested, by recognized overnight carrier, such as Federal Express or UPS, or (c) personal delivery at the addresses set forth below. Any notice shall be deemed delivered, if sent by (b) or (c) above on the date received or, if sent by (a), two (2) business days after mailing.

When sent to the Entity it shall be addressed as follows:

Woolwich Gardens Realty Urban Renewal, LLC
Attn: Tarak Akrouf, Manager
717 Brandywine Drive
Moorestown, New Jersey 08057

With a copy to:

Kathie L. Renner, Esquire
Brown & Connery, LLP
6 North Broad Street
Woodbury, New Jersey 08096
Fax: 856-853-9933

When sent to the Township, it shall be addressed to the Mayor, Administrator, Township Clerk, Township of Woolwich, 120 Village Green Drive, Woolwich Township, NJ 08085 with copies sent to the Township Attorney, Tax Collector, County Tax Assessor, and the Chief Financial Officer unless prior to the giving of notice the Township shall have notified the Entity otherwise. The notice to the Township shall identify the subject with the tax account numbers of

the tax parcels comprising the Property. A copy of any notice to the Township shall be sent to:

John A. Alice, Esquire
28 Cooper St.
Woodbury, New Jersey 08096
Phone: 856-845-7222
Fax: 856-845-3646

ARTICLE 12 COMPLIANCE

SECTION 12.1 Statutes and Ordinances. The Entity and the Township hereby agree at all times prior to the expiration or other termination of this Financial Agreement to remain bound by the provisions of Federal and State law and any lawful ordinances and resolutions of the Township, including, but not limited to, the Long Term Tax Exemption Law. The Entity's or the Township's failure to comply with such statutes or ordinances shall constitute a violation and breach of this Financial Agreement.

ARTICLE 13 CONSTRUCTION

SECTION 13.1 Construction. This Financial Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the party drawing or causing this Financial Agreement to be drawn since counsel for both the Entity and the Township have combined in their review and approval of same.

ARTICLE 14 DEFAULT

SECTION 14.1 Default. If either party to this Financial Agreement breaches the terms or conditions contained in this Financial Agreement, then the aggrieved party shall send a written default notice to the other party ("Default Notice"). The Default Notice shall set forth with particularity the basis of the alleged default. Other than a default in payment of the Annual Service Charge in which case the cure period shall be the same as the grace period for payment of real estate taxes, the party in breach shall have sixty (60) days, from receipt of the Default Notice, to cure any default.

ARTICLE 15 MISCELLANEOUS

SECTION 15.1 Conflict. The parties agree that in the event of a conflict between the Exemption Application and this Financial Agreement, the language in this Financial Agreement shall govern and prevail.

SECTION 15.2 Oral Representations. There have been no oral representations made by either of the parties hereto which are not contained in this Financial Agreement. This Financial

Agreement, the Ordinance, and the Exemption Application constitute the entire agreement between the parties and there shall be no modifications thereto other than by a written instrument executed by the parties hereto and delivered to each of them.

SECTION 15.3 Entire Document. All conditions in the Ordinance are incorporated in this Financial Agreement and made a part hereof.

SECTION 15.4 Good Faith. In their dealings with each other, the parties agree that they shall act in good faith.

SECTION 15.5 Recording. This entire Financial Agreement will be filed and recorded with the Gloucester County Clerk by the Entity at the Entity's expense.

SECTION 15.6 Municipal Services. The Entity shall make payments for municipal services, including water and sewer charges and any services that create a lien on a parity with or superior to the lien for the Land Taxes and Annual Service Charges, as required by law. Nothing herein is intended to release the Entity from its obligation to make such payments.

SECTION 15.7 Counterparts. This Financial 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 15.8 Amendments. This Financial Agreement may not be amended, changed, modified, altered or terminated without the written consent of the parties hereto.

**ARTICLE 16
[EXHIBITS AND SCHEDULES]**

- [Exhibit A] Exemption Application
- [Exhibit B] Township Council Ordinance
- [Exhibit C] Legal Description of the Property
- [Exhibit D] Formation Documents of Urban Renewal Entity
- [Exhibit E] Annual Service Charge

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE(S) FOLLOW.]**

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

Witness:

WOOLWICH GARDENS REALTY
URBAN RENEWAL, LLC

By: _____
Tarak Akrouf, Manager

Witness:

TOWNSHIP OF WOOLWICH

Jane DiBella,
Township Administrator/Clerk

By: _____
Vernon Marino, Mayor

Exhibit A
Exemption Application

Exhibit B
Township Council Ordinance

Exhibit C

Legal Description of the Property

Exhibit D

Formation Documents of Urban Renewal Entity

1. Certificate of Formation for Woolwich Gardens Realty, LLC to be amended to Woolwich Gardens Realty Urban Renewal, LLC upon execution of Proposed Redevelopment Agreement.

Exhibit E

Annual Service Charge

The Annual Service Charge will be fixed for the first ten (10) years following the completion of the Project in the amount of One Hundred Forty-Seven Thousand Four Hundred Seventy-Nine Dollars (\$147,479.00) based on two percent (2%) of the Project Cost, and thereafter, the Annual Service Charge will be calculated as follows:

i. for years 11 through 15, the greater of two percent (2%) of the Project Cost or twenty percent (20%) of the amount of taxes otherwise due,

ii. for years 16 through 20, the greater of two percent (2%) of the Project Cost or forty percent (40%) of the amount of taxes otherwise due,

iii. for years 21 through 25, the greater of two percent (2%) of the Project Cost or sixty percent (60%) of the amount of taxes otherwise due, and

iv. for years 26 through 30, the greater of two percent (2%) of the Project Cost or eighty percent (80%) of the amount of taxes otherwise due.



consulting engineer services

Engineers, Planners, and Land Surveyors D# 6129
DOCKET# 00027063

25

April 19, 2019
Revised May 23, 2019

SUBDIVISION DESCRIPTION

PROPOSED LOT 2, BLOCK 28.01

**LANDS SITUATE
WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY**

BEGINNING at a point being the northwesterly corner of Lot 2 of Block 28.01 in the southerly line of Auburn Road (variable width) as shown on a plan entitled "Plan of Lots - Villages at Weatherby - Section 1" as filed with the Gloucester County Clerk on 10/28/05 as Map #4096, said point being 24.75 Feet distant from the centerline of Auburn Road and extending; Thence

- 1) Along said right-of-way line of Auburn Road, North 51 Degrees 02 Minutes 07 Seconds East, a distance of 410.01 Feet to a point in the same; Thence
- 2) Crossing into existing Lot 2, South 38 Degrees 57 Minutes 53 Seconds East, a distance of 67.78 Feet to a point of curvature; Thence
- 3) Along a curve, curving to the left, having a radius of 575.00 Feet, an arc length of 141.41 Feet, an interior angle of 14 Degrees 05 Minutes 28 Seconds and having a chord bearing of South 46 Degrees 00 Minute 37 Seconds East with a chord length of 141.06 Feet to a point of reverse curvature; Thence
- 4) Along a curve, curving to the right, having a radius of 160.00 Feet, an arc length of 39.35 Feet, an interior angle of 14 Degrees 05 Minutes 28 Seconds and having a chord bearing of South 46 Degrees 00 Minutes 37 Seconds East with a chord length of 39.25 Feet to a point of tangency; Thence
- 5) South 38 Degrees 57 Minutes 53 Seconds East, a distance of 146.27 Feet to a point in the northerly line of Lot 1 of Block 28.01 as shown on the aforementioned plan; Thence
- 6) Along the said line of Lot 1, South 51 Degrees 02 Minutes 07 Seconds West, a distance of 457.13 Feet to a point in the easterly line of Lot 7 of Block 28.04 (formerly part of Block 28, Lot 7 as shown on the aforementioned plan); Thence
- 7) Along the said line of Lot 7 of Block 28.04, North 38 Degrees 57 Minutes 53 Seconds West, a distance of 348.75 Feet to a point of curvature in the same; Thence
- 8) Along a curve, curving to the right, having a radius of 25.00 Feet, an arc length of 39.27 Feet, an interior angle of 90 Degrees 00 Minutes 00 Seconds and having a chord bearing

645 Berlin-Cross Keys Road, Suite One, Sicklerville, NJ 08081
856-228-2200 Fax 856-232-2346 design@ces-1.com
NJ Certificate of Authorization #24GA27957700

P:\Projects\1906-46\1reports\finals\28.01-2.doc

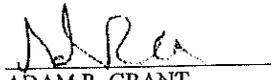
Page 2

of North 06 Degrees 02 Minutes 07 Seconds East with a chord length of 35.36 Feet to a point being 44.00 Feet distant from the centerline of Auburn Road; Thence

- 9) North 38 Degrees 57 Minutes 53 Seconds West, a distance of 19.25 Feet to a point and place of BEGINNING.

Containing 175,182± S.F. (4.022± AC)

Hereinabove described land is graphically shown on a plan entitled "PLAN OF MINOR SUBDIVISION", Woolwich Medical Campus, Woolwich Township, Gloucester County, New Jersey, as prepared by Consulting Engineer Services dated 11/21/18 and last revised 03/14/19 and is subject to various easements as shown on the said Plan.



ADAM R. GRANT
Professional Land Surveyor
New Jersey License No. 24GS04335700

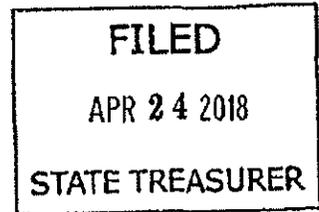
Exhibit D

Formation Documents of Urban Renewal Entity

1. Certificate of Formation for Woolwich Gardens Realty, LLC to be amended to Woolwich Gardens Realty Urban Renewal, LLC upon execution of Proposed Redevelopment Agreement.

DRAFT

CERTIFICATE OF FORMATION
OF
Woolwich Gardens Realty, LLC



This Certificate of Formation dated April 24, 2018 is ⁰⁰⁰⁰⁴⁵⁰⁵²⁴
being duly executed and filed by R. W. Worthington, Jr., as an
organizer, to form a limited liability company under the New Jersey
Revised Uniform Limited Liability Company Act.

1. The name of the limited liability company is

Woolwich Gardens Realty, LLC

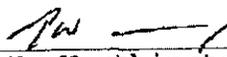
2. The name and address of the limited liability company's
initial registered office and agent is:

Tarak Akrouf
717 Brandywine Drive
Moorestown, NJ 08057

3. The duration of the limited liability company's existence
shall be perpetual.

The undersigned represents that this Limited Liability Company
has one or more members, and that this filing complies with the
requirements detailed in the New Jersey Revised Uniform Limited
Liability Company Act. The undersigned hereby attests that he is
authorized to sign this certificate on behalf of the Limited Liability
Company.

Dated: April 24, 2018



R. W. Worthington, Jr.
Organizer

Exhibit E

Annual Service Charge

The Annual Service Charge will be fixed for the first ten (10) years following the completion of the Project in the amount of One Hundred Forty-Seven Thousand Four Hundred Seventy-Nine Dollars (\$147,479.00) based on two percent (2%) of the Project Cost, and thereafter, the Annual Service Charge will be calculated as follows:

- i. for years 11 through 15, the greater of two percent (2%) of the Project Cost or twenty percent (20%) of the amount of taxes otherwise due,
- ii. for years 16 through 20, the greater of two percent (2%) of the Project Cost or forty percent (40%) of the amount of taxes otherwise due,
- iii. for years 21 through 25, the greater of two percent (2%) of the Project Cost or sixty percent (60%) of the amount of taxes otherwise due, and
- iv. for years 26 through 30, the greater of two percent (2%) of the Project Cost or eighty percent (80%) of the amount of taxes otherwise due.

**APPLICATION OF WOOLWICH GARDENS REALTY, LLC
FOR LONG TERM TAX EXEMPTION
PURSUANT TO N.J.S.A. 40A:20-1 et seq.**

TO: Mayor and Members of the Township Committee of Woolwich Township

FROM: Woolwich Gardens Realty, LLC*

RE: Application for Long Term Tax Exemption for Block 28.01, Lot 2

A. General Statement of the Nature of the Proposed Project:

The applicant has received approval from the Woolwich Township Land Use Board to construct a 70 unit assisted living facility having an aggregate square footage of approximately 45,000 square feet on Block 28.01, Lot 2, Woolwich Township, Gloucester County, New Jersey. The proposed project is in accord with the redevelopment plan adopted by the governing body.

B. Description of the Proposed Project:

The proposed project is particularly described on a site plan prepared by Consulting Engineer Services, dated September 24, 2018, revised January 16, 2019.

C. Statement by Qualified Architect or Engineer of the Estimated Cost of the Proposed Project:

See attached, Exhibit "A".

D. The source, method and amount of money to be subscribed through the investment of private capital, setting forth the amount of stock or other securities be issued therefore or the extent of capital invested and the proprietary or ownership interest obtained in consideration therefore:

Approximately eighty percent (80%) of the cost of the Project will be financed through conventional bank financing and the balance will be financed through working capital provided by the applicant's members.

E. A Fiscal Plan for the Project outlining a schedule of annual gross revenue, the estimated expenditures for operation and maintenance, payments for interest, amortization of debt and reserves, and payments to the municipality to be made pursuant to a Financial Agreement to be entered into with the municipality.

See attached, Exhibit "B".

*Applicant shall form a qualifying limited dividend entity upon receipt of an executed Redevelopment Plan with Woolwich Township.

F. A proposed Financial Agreement with the municipality:

See attached, Exhibit "C".

Dated: September 13, 2019

WOOLWICH GARDENS REALTY, LLC

By: T. AKROUT MD
Tarak Akrou, Managing Member

EXHIBIT "A"

ESTIMATED COST OF THE PROPOSED PROJECT

	A	B	C	D	E	F
1						7/29/2019
2						
3		Schedule of Values				
4						
5		Woolwich, New Jersey				S.F 46,862
6						Cost P.S.F
7						
8	Summary:					\$ 105.80
9		Buildings	\$5,225,300.00			\$ 14.92
10		Sitework	\$948,650.00			\$ 4.26
11		General Conditions	\$200,000.00			
12						
13		GC FEE \$175,000				
14		PERMIT ALLOWANCE \$25,000				
15		GMP \$5,857,400.00				
16						
17						
18	Category:					
19						
20		Description				\$ 22.84
21		1000 General Work Conditions	\$1,070,600.00			\$ 14.92
22		2000 Site Work	\$948,650.00			\$ 6.99
23		3000 Concrete	\$328,000.00			\$ 4.16
24		4000 Masonry	\$195,000.00			\$ 0.44
25		5000 Metals	\$21,000.00			\$ 22.32
26		6000 Wood & Plastics	\$1,071,000.00			\$ 6.13
27		7000 Thermal & Moisture	\$312,000.00			\$ 0.85
28		8000 Doors & Windows	\$40,200.00			\$ 10.89
29		9000 Finishes	\$516,400.00			\$ 0.91
30		10000 Specialties	\$43,100.00			\$ 2.51
31		11000 Equipment	\$124,000.00			\$ 1.22
32		12000 Furnishings	\$107,500.00			\$ 0.20
33		13000 Special Construction	\$9,600.00			\$ 19.68
34		15000 Mechanical/HVAC/FP/Plumbing	\$977,600.00			\$ 10.31
49		16000 Electrical	\$584,300.00			\$ 0.53
50		19000 Clean Up	\$25,000.00			\$ 124.90
51		Sub Total	\$6,373,950.00			
52		GC Fee \$175,000.00				
53		Permit Allowance \$25,000.00				
54		Total GMP				
55						46,862 SF
56						
57		Budget				
58		200 GENERAL OVERHEAD				\$ 0.05
59		208 plans & reproduction	\$2,500.00			\$ 1.81
60		208 professional costs for plan revision/ALLOWAI	\$85,000.00			\$ 3.73
61		240 GC fee	\$175,000.00			\$ 1.28
62		243 Project Manager/Pre-Construction Costs	\$60,000.00			\$ 0.10
63		248 warranty expense	\$5,000.00			\$ 2.66
64		298 owner's contingency	\$125,000.00			\$ 2.66
65		299 hard cost contingency	\$172,500.00			\$ 12.29
66		subtotal General Overhead	\$625,000.00			
67						
68		300 PROJECT OVERHEAD				\$ 2.34
69		301 job super	\$110,000.00			\$ 1.38
70		303 other job salaries	\$65,000.00			

	A	B	C	D	E	F
			\$3,000.00		\$	0.06
71		306 trailer expense	\$4,000.00		\$	0.08
72		310 site inspections	\$11,500.00		\$	0.13
73		311 field staking	\$5,000.00		\$	0.10
74		312 soil borings & report	\$25,000.00		\$	0.53
75		313 building permits/ALLOWANCE	\$6,500.00		\$	0.13
76		317 utilities-under construction	\$6,500.00		\$	0.13
77		317 utilities-gas service/ALLOWANCE *	\$10,000.00		\$	0.21
78		317 utilities-electric service/ALLOWANCE *	\$87,000.00		\$	1.85
79		318 project office expense	\$2,400.00		\$	0.05
80		321 job toilets	\$4,000.00		\$	0.08
81		322 winter costs	\$5,000.00		\$	0.10
82		323 equipment rental	\$6,500.00		\$	0.13
83		324 misc. supplies	\$9,000.00		\$	0.19
84		326 hand tools/mobilization	\$5,500.00		\$	0.11
85		332 as-built & final survey/ALLOWANCE *	\$124,200.00		\$	2.50
86		337 sewer connection fees/ALLOWANCE *	\$490,100.00		\$	10.10
87		subtotal Project Overhead				
88						
89		2000 SITEWORK			\$	0.08
90		mobilization	\$4,000.00		\$	0.13
91		2050 clearing	\$6,500.00		\$	0.25
92		2270 soil & erosion	\$12,000.00		\$	1.60
93		2200 earth work	\$120,000.00		\$	0.17
94		2510 site pavers	\$8,000.00		\$	0.20
95		2660 water distribution	\$64,500.00		\$	0.12
96		2661 taps	\$17,250.00		\$	1.81
97		2720 storm sewer	\$150,000.00		\$	0.38
98		2730 sanitary	\$18,000.00		\$	1.85
99		2800 site curb, walks, misc. conc	\$130,000.00		\$	0.08
100		2801 trash pad concrete/enclosure	\$4,000.00		\$	0.07
101		2810 water meters/ALLOWANCE *	\$3,500.00		\$	0.05
102		2830 gates/trash enclosure	\$2,500.00		\$	3.09
103		2580 parking lot/pavements/stripping	\$145,000.00		\$	0.17
104		2870 site&street sinage (entry and traffic control)	\$8,400.00		\$	0.38
105		2871 street lighting (3)	\$18,000.00		\$	0.17
106		2871 court yard furnishing	\$8,000.00		\$	2.77
107		2950 landscaping-- pavers in court yard	\$130,000.00		\$	0.51
108		2951 Irrigation ALLOWANCE	\$24,000.00			
109		2951 County Fair Share/ALLOWANCE *	N/A		\$	0.96
110		2952 Auburn Road storm, curb, pave(lot frontage)	\$45,000.00		\$	
111		recreation paving	\$30,000.00		\$	14.84
112		subtotal sitework	\$948,650.00			
113						
114						
115						
116		3000 CONCRETE			\$	0.17
117		3101 termite pre-treatment	\$8,000.00		\$	6.82
118		3300 cast-in-place- concrete	\$320,000.00		\$	6.99
119		subtotal concrete	\$328,000.00			
120						
121						
122		4000 MASONRY			\$	1.12
123		4200 masonry (two gas fireplaces)	\$52,500.00		\$	1.66
124		4210 stucco	\$78,000.00		\$	1.38
125		4400 stone	\$65,000.00		\$	4.16
126		subtotal masonry	\$195,000.00			
127						
128		5000 METALS				

	A	B	C	D	E	F
129	5010	misc metals/soffit, gutter, downspout	\$21,000.00		\$	0.44
130		subtotal metals	\$21,000.00		\$	0.44
131						
132	6000	WOOD & PLASTICS			\$	7.36
133	6100	rough carpentry/labor	\$345,000.00		\$	7.68
134	6110	wood framing	\$360,000.00		\$	2.41
135	6190	wood trusses	\$138,000.00		\$	3.58
136	6220	millwork/apt. kitchen/vanities/built-in case wor	\$168,000.00		\$	0.25
137	6221	entry doors/installed	\$12,000.00		\$	1.02
138	6222	interior doors	\$48,000.00		\$	22.30
139		subtotal wood & plastics	\$1,071,000.00		\$	
140						
141	7000	THERMAL & MOISTURE PROTECTION			\$	1.38
142	7210	building insulation/fire caulking	\$90,000.00		\$	3.41
143	7310	shingle roof	\$160,000.00		\$	0.46
144	7460	siding	\$22,000.00		\$	0.85
145	7500	membrane roofing	\$40,000.00		\$	6.10
146		subtotal thermal & moisture	\$312,000.00		\$	
147						
148	8000	DOORS & HARDWARE			\$	0.85
149	8630	windows	\$40,200.00		\$	0.85
150		subtotal doors & hardware	\$40,200.00		\$	
151						
152	9000	FINISHES			\$	5.97
153	9250	gypsum board (m&l)	\$280,000.00		\$	0.64
154	9310	ceramic tile	\$30,000.00		\$	0.16
155	9330	commercial kitchen	\$7,700.00		\$	0.23
156	9510	acoustical ceilings	\$11,000.00		\$	0.38
157	9550	wood flooring	\$18,000.00		\$	0.56
158	9615	marble flooring	\$26,700.00		\$	1.40
159	9680	carpet	\$86,000.00		\$	1.04
160	9900	interior painting	\$55,000.00		\$	0.46
161	9960	vinyl WC/ALLOWANCE	\$22,000.00		\$	10.84
162		subtotal finishes	\$516,400.00		\$	
163						
164	10000	SPECIALTIES			\$	0.14
165	10300	fireplaces/stoves (vent free)	\$7,000.00		\$	0.03
166	10346	cupolas/louvers	\$1,500.00		\$	0.06
167	10440	interior signs	\$3,000.00		\$	0.09
168	10552	mailboxes	\$4,500.00		\$	0.03
169	10352	flag pole/ALLOWANCE	\$1,500.00		\$	0.25
170	10670	shelving	\$12,000.00		\$	0.29
171	10820	bath/kitchen accessories	\$13,600.00		\$	0.89
172		subtotal specialties	\$43,100.00		\$	
173						
174	11000	EQUIPMENT			\$	0.86
175		equipment/refrig. & microwave apts.	\$46,400.00		\$	1.65
176	11420	commercial kitchen equipment	\$77,600.00		\$	2.51
177		subtotal equipment	\$124,000.00		\$	
178						
179	12000	FURNISHINGS			\$	0.16
180	12510	blinds	\$7,500.00		\$	1.08
181	12620	furniture/ALLOWANCE *	\$100,000.00		\$	1.22
182		subtotal furnishings	\$107,500.00		\$	
183						
184	13000	SPECIAL CONSTRUCTION			\$	0.20
185	13001	court yards/benches ALLOWANCE	\$9,600.00		\$	
186		subtotal special const.	\$9,600.00		\$	

	A	B	C	D	E	F
187					\$	0.20
188	15000	MECHANICAL			\$	4.37
189	15310	fire protection	\$205,000.00		\$	0.03
190	15355	fire extinguishers	\$1,600.00		\$	9.38
191	15410	plumbing	\$440,000.00		\$	4.37
192	15500	HVAC	\$255,000.00		\$	1.51
193	15501	PTAC Units	\$76,000.00		\$	18.66
194		subtotal mechanical	\$977,600.00			
195						
196	16000	ELECTRICAL			\$	1.49
197	16210	generator/ALLOWANCE 180kw (225 kva)	\$70,000.00		\$	8.39
198	16400	service	\$393,300.00			
199	16500	lighting			\$	0.42
200	16320	wandering system/ALLOWANCE	\$29,000.00			
201	16720	alarm & detection system	\$63,000.00			
202	16740	telephone system anticipated owner/vendor				
203	16750	nurses call system - wireless	\$29,000.00		\$	10.30
204		subtotal electrical	\$584,300.00			
205						
206	19000	CLEAN UP			\$	0.32
207	19001	trash removal	\$15,000.00		\$	0.21
208	19002	final cleaning	\$10,000.00		\$	0.53
209		subtotal clean up	\$25,000.00			
210			\$50,000.00			
211					\$	105.80
212		Shell	\$5,225,300.00		\$	124.99
213		Total Cost	\$6,373,950.00			
214						

EXHIBIT "B"

**FISCAL PLAN
GROSS ESTIMATED REVENUE**

The project anticipates revenue from a triple net lease to be entered into with the entity that will operate the assisted living facility.

The triple net lease will address the Annual Service Charge, administrative fees and the allocated cost of the mortgage debt for the construction costs outlined in Exhibit A.

The lessee will be responsible for all operating costs, finishing costs, related financing expense and all maintenance for the facility/property.

A more detailed revenue plan will be provided upon request.

EXHIBIT "C"

PROPOSED FINANCIAL AGREEMENT

ORDINANCE NO 2019-18
ORDINANCE OF THE TOWNSHIP OF WOOLWICH, COUNTY OF
GLOUCESTER, STATE OF NEW JERSEY, AMENDING CHAPTER 177 OF
THE CODE OF THE TOWNSHIP OF WOOLWICH ENTITLED "TREES"

WHEREAS, the Township Committee has deemed it necessary and prudent to amend Chapter 177 of the Code of the Township of Woolwich entitled "Trees" to clarify and streamline the process for tree removal within the Township.

A new Chapter 177 is hereby adopted as follows:

REPEALER. Chapter 177 of the Code of the Township of Woolwich is hereby repealed in its entirety.

ENACTMENT. A new Chapter 177 is hereby enacted as follows:

177-1 Intent and Purposes:

- A. Indiscriminate, uncontrolled and excess destruction, removal and cutting of trees upon lots and tracts of land within Woolwich Township may cause increased drainage control costs, increased soil erosion and sedimentation, decreased fertility of the soil, degradation of water resources, decreased groundwater recharge, increased buildup of atmospheric carbon dioxide, the establishment of a heat island effect and increased dust and pollution. The singular or cumulative effect of any of the foregoing could adversely impact the character of Woolwich Township, decrease property values, render the land unfit and unsuitable for its most appropriate use and negatively affect the health, safety and general welfare of Woolwich's residents. Thus, the Township Governing Body desires to regulate and control indiscriminate and excessive cutting of trees within the Township and to require appropriate tree replacement. This environmental regulation is enacted pursuant to N.J.S.A. 40:48-2.

- B. It is recognized that there is a strong interrelationship between the integrity of the Township's water resources, development on steep slopes, tree removal, soil disturbance, storm water management and the general use of the land resources. Fewer trees throughout the Township also correlates with increased air pollution as trees are an important ecological resource. Therefore, the Governing Body finds that the appropriate management of these resources is an important health, safety and general welfare concern. Managing the Township's tree resources are consistent with the State-approved Community Forestry Management Plan. The appropriate management guidelines for tree preservation to be utilized are:

1. The American National Standard, ANSI A300 (Part 5) - Management;
 2. Trees and Development: A Technical Guide to Preservation of Trees During Land Development, Nelda Matheny and James R. Clark; and
 3. Protection and Care of the Urban Forest, NJDEP Division of Parks and Forestry.
- C. Trees are declared to be an important cultural, ecological, scenic and economic resource. Proper management of this resource will ensure its maintenance and result in economic returns. A forestry management program is intended to meet the objectives of preserving, protecting, enhancing and maintaining trees and providing opportunities for the continued use of forest resources which are compatible with the maintenance of the environment. This will be accomplished by ensuring proper management of forest and trees through the application of sound management practices. To that end, it shall be unlawful to cut down, damage, poison or in any other manner destroy or cause to be destroyed any trees covered by this Chapter, except in accordance herewith.
- D. The enforcement of this Chapter shall be the duty of the Shade Tree Commission of Woolwich Township and/or its agents, such as the Tree Specialist, through the regulation, planting, care and control of shade, ornamental and evergreen trees and shrubs in the streets, highways, public places of the Township and tree removal on all lands within the Township.
- E. The Township of Woolwich is not responsible for compliance or enforcement of the Freshwater Protection Act, Flood Hazard Area Control Act and associated Transition Areas or Buffer Zones. The actions of the Tree Specialist in granting or denying an application to remove or harvest trees shall not be construed as a confirmation of the presence or absence of freshwater wetlands or transition areas on the site of the proposed activity, or any portion thereof or a confirmation of compliance with the FWPA.
- F. If there is any question whether the site of the proposed activity is located in a Freshwater Wetland, Transition Area, Flood Hazard Area, or other areas regulated by NJAC 7:7A and NJAC 7:13 on a site, the Township of Woolwich strongly recommends that the person proposing to engage in such activity apply for a letter of interpretation (LOI) Line Verification from NJDEP Division of Land Use Regulation (DLURP) confirming the presence, absence and boundaries of such regulated areas. Questions regarding compliance should be referred to NJDEP or lawyer and/or wetlands consultant. Application requirements for a LOI can be found at N.J.A.C. 7:7A-16.3.

177-2 Definitions

DIAMETER BREAST HEIGHT (DBH) - The diameter of a tree measured four and one-half (4 1/2') feet above the ground level.

CALIPER: ANSI Z60 FOR NURSERY STOCK - Caliper is a type of diameter measurement used in the nursery industry. The height measurement shall be taken from ground level for field grown stock and from the soil line for container grown stock, which should be at or near the top of the root flare. Caliper measurement of the trunk shall be taken six inches above the top of root flare up to and including four-inch caliper size. If the caliper at six inches above the ground exceeds four inches (4"), the caliper should be measured at 12 inches above the top of root flare. Seldom are tree trunks perfectly round. The most accurate measurement will result from the use of a diameter tape. Caliper measurements taken with manual or electronic "slot" or "pincer" type caliper tools should be the average of the smallest and largest measurements.

EROSION - The detachment and movement of soil or rock fragments by water, ice, wind and gravity.

EXEMPT AREA - The lot area as provided in this Chapter for which tree replacement shall not be required.

FLOOD HAZARD AREA – Commonly referred to as floodplains and riparian zones, are regulated under the Flood Hazard Area Control Act Rule at N.J.A.C. 7:13. A Flood Hazard Area includes the floodway and the flood fringe area. The flood hazard area includes any land, and any space above that land, which lies below the flood hazard area design flood elevation (DFE), which is equal to the Federal Emergency Management Agency's (FEMA) 100-year floodplain in coastal areas and at least one foot higher than FEMA's floodplain

in fluvial (non-coastal) areas. Structures, fill, and vegetation that are situated on land that lies below the flood hazard area design flood elevation are described as being "in" or "within" the flood hazard area.

FORESTRY MANAGEMENT PLAN - A plan for the management of timbered or forested lands approved by the New Jersey Department of Environmental Protection, New Jersey Forest Service, or similar state or federal agency.

HISTORIC TREE - A tree that has been found to be of notable historic interest to Woolwich Township because of its age, type, size or historic association and which has been so designated and that designation has been officially made and promulgated as part of the official records of the Township and accompanied by a resolution of the Governing Body so designating said tree.

OPEN SPACE - Any parcel or area of land or water essentially unimproved and set aside, dedicated, designated or reserved for public or private use and enjoyment or for the use and enjoyment of owners and occupants of land adjoining or neighboring such open spaces, provided that such areas may be improved with only those buildings, structures, streets and off-street parking and other improvements that are designated to be incidental to the natural openness of the land.

SELECTIVE LOGGING - the cutting out of certain trees in a stand as defined by specific criteria (species, diameter at breast height, or height and form), that are mature or defective, or of inferior kinds to encourage the growth of the remaining trees in a forest or wood. Selective logging will leave some trees standing, which allows for natural regrowth, less impact on the wildlife, and less ugly patches in the landscape.

SPECIMEN TREE - Shall mean any tree in fair or better condition which is so designated by the Shade Tree Commission based on considerations of whether the tree is a rare species of specimen thereof: is abnormal in height, trunk diameter or drip line circumference for a tree of its species; has foliage of an unusual quality for a tree of its species; occupies a

location which confers special shade tree, erosion control, aesthetic, scenic enhancement, historic, preservation or cultural values to the community. For purposes of this definition, "in fair or better condition" shall mean that a tree has a relatively sound and solid trunk with no evidence of extensive decay or visual evidence of being hollow and with no major insect or pathological problem.

STATE RECORD TREE – Shall mean the largest tree of each species found in New Jersey as listed on the NJ State Big Tree Register.

STEEP SLOPES – Shall mean any slope equal to or greater than 11% percent, as measured over a minimum run of 10 feet. Figure 9 of the Woolwich Township Environmental Resource Inventory, demonstrates how slope is calculated.

STREET TREE - A street tree is any tree that is growing in the Township right-of-way, whether in improved (between the sidewalk and the curb) or unimproved (no sidewalk and/or curb) right-of-way.

TREE - Any deciduous or coniferous species which has a DBH of five inches (5") or greater.

TREE ESCROW FUND - A fund established by the governing body for the administration and promotion of tree and shrubbery resource sustainability projects and practices.

TREE PLANTING PLAN - A specific plan adopted by Woolwich Township for the location and placement of trees on public property.

TREE REMOVAL PERMIT - The permit issued by the Shade Tree Commission or, its designee, to remove or destroy a tree or trees.

TREE REPLACEMENT PLAN - A specific plan for replacement of removed trees in accordance with the provision of this Chapter.

TREE SPECIALIST - The governing body may appoint a Tree Specialist. This individual shall be responsible for the inspection of sites for which applications are filed under this Chapter. This individual will be responsible for the administration and protection requirements of this Chapter and enforcement of the ordinance. This individual shall also have the responsibility of reviewing an approved forest management plan and inspecting the forested site for plan compliance if requested by the tax assessor.

A Tree Specialist is any of the following:

1. A Forester who shall have a bachelor's degree in forestry or arboriculture from a college or university, shall be certified as a Certified Tree Expert by the State of New Jersey and shall have a minimum of three years of experience in planting, care and maintenance of trees.
2. A Conservation Officer who shall be certified as a Certified Tree Expert by the State of New Jersey and shall have a minimum of three years of experience in planting, care and maintenance of trees.
3. In the absence of the above, in-house personnel, specifically the Director of Community Development in conjunction with the Woolwich Township Zoning Officer.

B. The Tree specialist retained from outside of Township administrative personnel shall be paid from the Tree Escrow Fund, which is established herein, and shall be paid in accordance with a fee schedule established by contract with the municipality.

WETLANDS – Are those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, vernal pools and similar areas as regulated by State Statutes and regulations.

177-3 Applicability.

The terms and provisions of this Chapter shall apply as follows:

- A. A tree removal permit shall be obtained under the facts and circumstances set forth herein.
- B. It shall be unlawful for any person to cut, remove, top, injure, or harvest any trees or forest products within areas defined and regulated as wetlands under the Freshwater Wetlands Protection Act (FWPA). It shall further be unlawful for any person to cut, remove, top, injure, or harvest any trees or forest products within areas defined and regulated as a Wetland Transition Area under the Freshwater Wetlands Protection Act (FWPA) without an approved Forestry Management Plan that is reviewed and approved by the State Forester and on file with the Tree Specialist before the activities are undertaken.
- C. It shall be unlawful for any person to cut, remove, top, injure, or harvest any trees or forest products within areas regulated under the Flood Hazard Areas Control Act without an approved Forestry Management Plan that is reviewed and approved by the State Forester and on file with the Tree Specialist before the activities are undertaken.
- D. It shall be unlawful for any person to cut, remove, top, injure, or harvest any trees or forest products within any slope equal to or greater than 11% percent, as illustrated, defined in this chapter and calculated in the Woolwich Township Environmental Resource Inventory (see Map 6 Steep Slopes).
- E. It shall be unlawful for any person to remove or cause to be removed trees which are State Record, Specimen, or Historic Trees. Such trees shall be maintained in a living condition and it shall be unlawful for any person to remove such tree without an approved

tree removal permit. No specimen or historic tree shall be removed unless the applicant has obtained the approval of the Tree Specialist.

F. It shall be unlawful for any person to cut, remove, top, injure, or harvest any trees or forest products within protected vegetative buffers, conservation or wetland transition areas identified within a deed of easement restriction, approved final subdivision plat or site plan, which has been recorded.

G. It shall be unlawful for any person to cut, remove, top, injure, or harvest Street Trees as identified in an approved final subdivision plat or site plan, which has been recorded, unless a Tree Removal Permit is issued by the Tree Specialist, in which case replanting may be a condition of removal and that a greater than 1:1 replacement may be required.

177-4 Exemptions to Required Permit or Replacement.

A. The following shall be exempt from the tree removal permit and replacement requirements of this Chapter:

1. Any tree of less than five inches (5") Diameter Breast Height (DBH), provided it is not a Street Tree or located within a regulated area as set forth in 177-3, unless a Tree Removal Permit is issued by the Tree Specialist.
2. Any tree or trees planted and grown for commercial purposes on property used as a commercial nursery, tree farm, garden center, Christmas tree plantations or tree orchards.
3. Any tree growing in a utility right-of-way or fire trail, or for the purpose of establishing a survey line.
4. Any tree that is removed by the owner of an existing residential property that is

- (2) two or less acres in size and is not a Street Tree or located within an area regulated as set forth under 177-3, unless a waiver is obtained from the Tree Specialist.
5. Any tree that is removed by the owner of the property for personal use as firewood on the property by the owner and provided is not within an area regulated as set forth under 177-3, unless a waiver is obtained from the Tree Specialist.
 6. Tree removals necessitated by weather emergencies such as hurricanes, fire, windstorms, ice storm, flood, freezing temperatures or other disaster.
 7. Dead or diseased trees, which are a hazard to persons or property.

B. Exempt Areas.

- (1) For all new residential development as part of a minor subdivision with proposed lot area equal to or less than forty-three thousand five hundred sixty (43,560) square feet, up to fifty percent (50%) of the lot area shall be exempt area. For new residential development as part of a minor subdivision with a proposed area of forty-three thousand five hundred sixty (43,560) square feet or greater, up to twenty-five thousand (25,000) square feet or 30% of the lot area shall be exempt area. For all new residential development as part of a major subdivision, up to 30% of each lot shall be exempt area. The exempt area shall be calculated as a contiguous area from a fixed point within the footprint of the existing or proposed primary residential structure on the property. The exempt area should be calculated to minimize any adverse environmental impacts and is not within a regulated area as set forth under 177-3.
- (2) In all commercial and non-residential developments, fifty percent (50%) of the lot area may be exempt area. The exempt area should be calculated to minimize any adverse environmental impacts and comply with all relevant State and Federal environmental regulations or regulated areas as set forth under 177-3.

(3) Utility line clearance operations provided that a plan is filed with and approved by the Township Forester.

177-5 Tree Removal Permits; General.

A. Any person required to obtain a tree removal permit shall file a written application with the Tree Specialist and pay a \$25.00 fee. No permit shall be issued until an application has been approved by the Tree Specialist, within twenty-one (21) days of submission of said application and payment of fees

B. Selective logging or other sustainable commercial harvesting practices are permitted on properties that are Farmland Assessed, provided the applicant has obtained an approved tree removal permit and such activities are governed by an approved Forestry Management Plan filed with the Tree Specialist if proposed in a regulated area as set forth under 177-3. Under no circumstances shall a permit be granted that authorizes a person to cut, remove, top, injure, or harvest any trees or forest products within any slope equal to or greater than 11% percent within 200' (measured horizontally from the stream bank), or wetland area as defined under the Freshwater Wetlands Protection Act (FWPA).

C. Where an application, as required by this Chapter, has been submitted in connection with the construction of a building or other improvement, no building permit shall be issued until a save tree or replacement plan for the lot or parcel, if necessary, has been reviewed and approved by the Tree Specialist, and until the filing of a written report of an on-site inspection by the Tree Specialist.

D. If the tree removal permit is for a single family residence as part of a minor subdivision, the plan shall consist of a tree location sketch containing the minimum amount of pertinent information to enable the determination of compliance by the Tree Specialist.

E. Inspections: After the application is complete and reviewed, the Tree Specialist shall inspect the trees and property which are the subject of the permit application within twenty-one (21) days of the receipt of an administratively complete application.

F. Permit approval or denial: The Tree Specialist shall approve or deny the tree removal permit within ten (10) business days after completion of the inspection. The Tree Specialist shall notify the applicant in writing of the factual basis and criteria for any denial. The final decision of the Tree Specialist may be appealed to the Governing Body by filing written notice within ten (10) days of the final decision. The Governing Body shall hold a public hearing and issue its decision within sixty (60) days after notice of appeal is filed, unless the applicant requests, and the Governing Body consents to an extension of time.

177-6 Tree Preservation and Removal Plan.

Tree preservation and removal plans shall contain the following minimum information. The Tree Specialist reserves the right to request additional information as may reasonably be required.

Applications that require Joint Land Use Board approval shall have tree preservation and removal plans as part of the submittal to the Joint Land Use Board, and said plans shall be provided to the Tree Specialist for review and approval. Tree preservation and removal plans shall contain the following:

1. The name and address of the applicant.
2. The name and address of the owner of the property from which the trees are to be removed.
3. The street address (if assigned) and lot and block of the property.
4. The shape and dimensions of the lot or parcel, including the location of all existing and proposed easements
5. If the tree removal permit is for a single-family residence, the plan shall consist of a tree location sketch containing the minimum amount of

pertinent information to enable the determination of compliance with the regulations in this Chapter. The plan for any other property shall include a survey prepared by a licensed land surveyor that contains tree locations. The survey shall contain, at a scale of no less than one inch (1") equals fifty feet (50') the following information:

1. The existing and proposed tree preservation limits.
2. The proposed limit of the clearing (exempt area under ordinance) and all individual trees to be retained outside the exempt area identified by some approved method as determined by the Tree Specialist such as flagging, prior to the field inspection. For any clearing greater than or equal to three (3) acres, a representative five percent (5%) of the wooded areas proposed to be cleared shall be inventoried. The representative five percent (5%) shall be determined by agreement between the Tree Specialist and the applicant. Where less than three (3) acres is proposed to be cleared, all trees that are greater than the 6-inch caliper to be removed shall be inventoried, but not more than fifty (50) trees in the 3 acres.
3. The installation and limits of a temporary existing tree protection fence along the limits of the proposed tree removal.
4. Locations of all forest types shall be identified by common and botanical names of dominant tree species.
5. All State Record, specimen and historic trees to be removed. All reasonable efforts shall be made to preserve such trees, including, but not limited to, if feasible, relocation of infrastructure, roadways and buildings. Removal of such trees shall require specific approval

of the governing body with consideration of the Tree Specialist's recommendations. The governing body shall grant permission, especially where infrastructure, roadways, or buildings are contemplated, for the removal at double the rate of the tree compensation as provided elsewhere in this Ordinance.

6. A proposed tree replacement plan in accordance with this Chapter. A tree replacement plan shall be considered the proposed landscaping plan required for all subdivision and site plan approvals.

7. A North arrow.

8. The location of existing and proposed structures and improvements, if any.

177-7 Term of permit.

Any and all permits approved by the Tree Specialist shall be declared null and void if the tree removal is not completed within a reasonable time, not to exceed twelve (12) months after permit issuance, subject to Joint Land Use Board's conditions of approval. In no case will the permit be valid for more than twelve (12) months, except that a tree removal permit issued in conjunction with a development approved under the MLUL shall extend for the period of protection granted to the development approval under the MLUL. Permits not used within this period will require a new application and the payment of new fees.

177-8 Criteria for issuance of permits.

A. Upon completion of the Tree Specialist's field inspection report and review of any requested recommendations, the Tree Specialist shall approve of a permit if:

1. The Tree Preservation and Removal Plan is compliant;
2. The Tree Replacement Plan is approved; and
3. None of the conditions set forth below in subsection B exists.
4. A permit may also be issued if at least one of the criteria as follows has been satisfied.

- a. The tree is located in an area where a structure or improvements will be placed according with the approval of Joint Land Use Board and the tree cannot be relocated on the site because of age, type or size of the tree;
- b. The tree is dead, diseased, injured, in danger of falling, is too close to existing or proposed structures, interferes with existing utility service, creates unsafe vision of clearance or conflicts with other ordinances or regulations;
- c. The trees to be removed is for the purpose of making the land available for farming or other agricultural activity. If the property is not farmed as prescribed on the tree removal permit within three (3) years of the tree removal or is developed for any other use before the expiration of five (5) years of clearing, the reforestation replacement obligation will be enforced according to the new use of the property;
- d. The trees to be removed are in furtherance of a forestry management plan or soil conservation plan, or to serve some other purpose which is consistent with the purposes of this Ordinance.
- e. The trees slated for removal are all within the exempt area.

B. The Tree Specialist may deny a permit if the plan is inconsistent with the Code and the removal will contribute to:

1. Extra runoff of surface water onto adjacent properties;
2. Erosion;
3. Silting; and/or
4. If the tree removal causes:
 - a. Soil instability;
 - b. Drainage or sewerage problems;
 - c. Dangerous or hazardous conditions or;
 - e. Clearing within any slope equal to or greater than 11% percent within 200' (measured horizontally from the stream bank).
 - f. Clear-cutting within sensitive natural areas and forested watershed lands.

C. Applicants claiming exemption must still comply with all relevant State and Federal environmental regulations.

177-8. Fees.

A. Application

1. The applicant, at time of filing the application with the Tree Specialist, shall pay the application fee of \$25.00 for each new or existing lot. Applicants wishing to obtain a permit to commercially harvest and selectively log an area equal to or greater than 0.5 (21,780 square feet) acres in size shall pay an application fee of \$50.00,

B. Tree Escrow Fund - A Tree Escrow Fund shall be established and maintained by the Chief Financial Officer of Woolwich Township to receive and disburse replacement tree contributions. Appropriations from the Tree Fund shall be authorized by the governing body with consideration of Tree Specialist's recommendations. The primary purpose of said fund is to provide for the replacement of trees and shrubs on public and municipal owned property for which the Township of Woolwich is responsible. The fund will also cover administrative costs to implement the provisions of this Chapter, including but not

limited to site inspections, processing of permits and supervision of tree replacements. Administrative costs imposed in accordance with this Chapter shall not exceed 30% of the fund, as determined on an annual basis.

177-9 Replacement Trees

A. Any tree removed pursuant to this Chapter, unless exempt shall be replaced based on the following:

# of trees to be removed	Size/Diameter in Inches	# of replacement trees	Size of replacement trees	Or dollar amount
1	Greater than 6" up to 10"	1	2 - 2½"	\$ 200.00
2	Greater than 6" up to 10"	1	3½ - 4"	\$ 400.00
1	Greater than 10" up to 16"	2	2 - 2½"	\$ 480.00
1	Greater than 16" up to 23"	2	3"	\$ 840.00
1	Greater than 23" up to 30"	4	3½ - 4"	\$1,680.00
1	Greater than 30"	5	3½ - 4"	\$2,100.00

In cases where the tree cost requirement criteria is combined with partial replacement, the value of proposed shade, ornamental, evergreen and shrub material shall be deducted from the calculated amount for the true cost replacement value. The value of the proposed landscape material shall be calculated based upon average local material costs for planting.

B. The applicant will receive a one-for-one replacement tree credit should stands of ten (10) or more trees greater than six inches in diameter be preserved within the limit of the disturbance line (exempt area).

C. All replacement trees shall be planted on site in accordance with the foregoing. However, if one or more of the following conditions exist, some or all of the replacement trees may be planted off-site:

1. The site in question cannot physically accommodate the total number of replacement trees, and the applicant contributes an amount equal to the calculated monetary value of non-replaced trees to the Tree Escrow Fund; or
2. The Tree Specialist and applicant agree in writing that the applicant shall make payment to the Tree Escrow Fund based upon the chart provided; or

3. The Tree Specialist and applicant agree in writing that the applicant shall plant replacement trees off-site on Municipally owned property pursuant to the Municipal tree planting plan. This option shall require Township Committee approval.

177-10 Existing tree protection during construction.

- A. (1) Prior to construction and any tree removals, suitable tree protective barriers shall be erected and this protection, where required, shall remain until such time as the protection is authorized to be removed by the Tree Specialist or after issuance of a final certificate of occupancy. In addition, during construction no attachments or wires shall be attached to any of said trees so protected. Where some grading must take place within the drip line of trees, or fifteen (15) feet from the trunk diameter, whichever is less, in the protection zone (outside the exempt area), appropriate measures shall be taken to minimize impact to the trees. Any trees seriously damaged during construction must be professionally treated by a N. J. Certified Tree Expert or replaced if the damage is beyond treatment.
- (2) A detail of the existing tree self-supported protective barrier shall be provided on all applications. The protective barrier shall be a minimum of four (4') feet high.
- (3) The self-supported protective barrier shall be placed, as determined by the Tree Specialist, at the drip line of any tree along the limit of clearing and around the entire drip line for trees to remain undisturbed within the limit of clearing (exempt area).

(4) It shall be unlawful for any person in the construction of any structure or other improvement to place solvents, material, construction machinery or temporary soil deposits within the drip line.

B. Street right-of-way and utility easements (exempt area) may be delineated by placing stakes a minimum of fifty (50') feet apart and tying ribbon, plastic tape, rope, etc., from stake to stake along the outside perimeters of such areas to be cleared.

C. Large property areas separate from construction and land-clearing areas into which no equipment will venture may also be delineated as set forth above as determined by the Tree Specialist following a field evaluation.

177-11 Tree Replacement:

Any tree removed in connection with an application that requires Joint Land Use Board approval, construction of a building or other improvement shall be replaced as provided under other provisions of this Chapter, unless said tree is located in an exempt area or is dead or fatally diseased as determined by the Tree Specialist or Certified Tree Expert. Tree replacement shall be in accordance with either paragraph A,B,C or D below or a combination of paragraphs A,B,C and D.

A. Standard Replacement. For each tree six inches (6") in DBH or greater that is removed, the applicant shall prepare a replanting plan for other areas of the property. The replacement plan or landscape plan shall generally reflect a one-to-one tree replacement for each tree six inches (6") or greater to be removed. All proposed replacement trees shall be in accordance with selections from Trees For New Jersey Streets, published by the New Jersey Shade Tree Federation, and Street Tree Factsheets a publication of the Municipal Tree Restoration Program, and submitted for review and approval prior to the issuance of a tree removal permit. Please see table in section 100-9.

B. Tree area replacement/reforestation: For each square foot of tree area to be removed, the applicant shall prepare a reforestation scheme on other treeless open space areas of the property to compensate for the tree removals. The reforestation plan shall be based on a twenty foot (20') by twenty foot (20') grid. Of this number of trees, ten percent (10%) shall be balled and burlaped, two inch (2") to two and one-half inch (2 ½") caliper, twenty percent (20%) shall be balled and burlaped, one and three-quarter inch (1 ¾") to two-inch (2") caliper, thirty percent (30%) shall be bare root one and one-quarter (1 ¼") to one and one-half inch (1 ½") caliper, and forty percent (40%) shall be bare root six foot (6') to eight-foot (8') tall whips. A mixture of trees, indigenous to the area and site, shall be utilized. Proposed trees shall be planted in natural groves and may be spaced five feet (5') to twenty feet (20') on center. The ground shall be seeded with a grass mixture approved by the Shade Tree Commission. The reforestation formula shall follow the guidelines as set forth in the New Jersey No Net Loss Reforestation Act.

C. Credits. The permit applicant will receive a one-to-one replacement tree credit:

- (1) For stands of ten (10) or more trees within a DBH of six inches (6") or greater preserved within the limit of the disturbance line (exempt area); or
- (2) Forested areas of one (1) acre or greater, which are left natural and conveyed to the Township with a deed restriction, will remain forested and undeveloped. This conveyance excludes all previous dedicated easements.

177-12 Emergencies:

In case of emergencies such as hurricanes, fire, windstorm, ice storm, flood, freezing temperatures or other disaster, trees which are a hazard to persons or property, the requirements of the regulations set forth in this Chapter shall not apply.

177-13 Stop-work orders:

The Tree Specialist is hereby authorized to issue stop-work orders to the holder of the tree removal permit and the Tree Specialist is authorized to recommend the issuance of stop-work orders in the event that there is:

- (1) A failure to comply with the approved plan such as a site plan, forest management plan or soil conservation plan;
- (2) Non-compliance with the tree removal permit granted pursuant to this Chapter; or
- (3) Non-compliance with the provisions of this Chapter.

The stop-work order shall remain in effect until the Shade Tree Commission, upon recommendation of the Tree Specialist, has determined that the resumption of work will not violate the plans, permit or the provisions of this Chapter.

177-14 Enforcement

The Tree Specialist shall oversee all tree removals pursuant to an issued tree removal permit. The Tree Specialist shall conduct adequate inspections of all sites for which a tree removal permit has been issued. Upon the ascertainment of a violation of this Chapter, the Tree Specialist or his/her assignee shall pursue enforcement.

177-15 Applicability to tree removal construction companies; permit required.

All provisions of this Chapter shall apply to any person removing trees on behalf of any other person, including all tree removal construction companies or persons in the business of removing trees or construction. It shall be unlawful for any person or company to remove or cause to be removed any tree or undertake any work for which a

permit is required pursuant to this Chapter unless a valid permit therefore is in effect and is displayed. Such removal or work shall constitute a violation of this section and shall subject the person or company violating this section to all penalties provided herein.

177-16 Display of permit; carrying of plan or authorization; right of entry.

A. The applicant shall prominently display on the site the tree removal permit issued. Such permit shall be displayed continuously while trees are being removed or replaced or work done as authorized on the permit and for ten (10) days thereafter. In addition, the person or persons cutting or removing trees, if other than the applicant, shall carry with him/her authorization from the owner or applicant authorizing such person to cut or remove trees. In the event that the trees are being cut or removed in accordance with a forest management plan or a soil conservation plan, a copy of the plan shall be in the possession of the person cutting or removing such trees.

B. As a condition for the issuance of the permit, the applicant shall agree in writing to the entry onto his/her premises by the Tree Specialist and all law enforcement officers as necessary to effectuate the provisions of this Chapter, and such entries shall be deemed lawful. Failure to allow such entry shall be unlawful and shall constitute a violation of this Chapter and shall constitute failure to display the permit as required herein. It shall be unlawful and considered a violation of this Chapter for any person to engage in the business of plant cutting, trimming, removal, spraying or otherwise treating trees, shrubs or vines within the Township and without the applicable certification or license for the designated work. All contractors offering tree care services for hire within Woolwich Township shall register annually with the Tree Specialist, provide a current certificate of insurance showing evidence of employer liability and workers compensation coverage for the work to be performed, and shall comply with applicable OSHA regulations and Z-133, New Jersey Board of Tree Experts Pruning Standards for Shade Trees.

177-17 Duties of the Tree Specialist.

The Tree Specialist shall perform the duties set forth in this Chapter and shall be responsible for the enforcement of the provisions of this Chapter as directed by the Shade Tree Commission. In this regard the Tree Specialist is authorized and shall perform any necessary inspections and is further authorized and shall issue violation notices and shall sign complaints and provide testimony in the Municipal Court for violations of this Chapter.

177-18 Violations and penalties.

A. Any person, firm, partnership, corporation, association or other legal entity violating any of the provisions of this Chapter shall, upon conviction of such violation be punished by a fine of up to five thousand dollars (\$5,000.00) for each offense, in addition to payment of the corresponding fees for replacement. Each illegally removed tree shall be considered a separate violation. Each violation of any of the provisions of this Chapter and each day the same is violated shall be defined and taken to be a separate and distinct offense. In addition, the court may order restitution in the form of payment of the value of the tree illegally removed.

B. In addition to other remedies, the Shade Tree Commission, Tree Specialist or other authorized official may institute any appropriate legal action to prevent a continuing violation of the terms of this Chapter. If such action is taken in Superior Court, the Township shall be entitled to an award of attorney's fees and costs in addition to any and all other available relief.

Invalidity Reservation. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

This Ordinance shall take effect after second reading and publication as required by law.

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION OF INTRODUCTION

The foregoing Ordinance was introduced by the Township Committee of the Township of Woolwich at a meeting held on the 7th day of October, 2019. It will further be considered for final adoption upon second reading and subsequent to a public hearing to be conducted on such Ordinance, at the next scheduled meeting of the Woolwich Township Committee at which time and place any interested person(s) may be heard. Said meeting to be held on the 21st day of October, 2019 at the Woolwich Township Municipal Building, beginning at 7:00 p.m.

Jane DiBella, Clerk

CERTIFICATION OF ADOPTION

The foregoing ordinance was adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of October, 2019.

Jane DiBella, Clerk

**ORDINANCE OF THE TOWNSHIP OF WOOLWICH ACCEPTING JURISDICTION AND CONTROL OF
PANCOAST ROAD LOCATED BETWEEN KINGS HWY (CR 551) AND STATE HIGHWAY ROUTE 322 AND
AMENDING CHAPTER 182 OF THE CODE OF THE TOWNSHIP OF WOOLWICH ACCORDINGLY**

2019-19

WHEREAS, Chapter 182.1 of the Code of the Township of Woolwich designates Through Traffic Roads under the Jurisdiction of the Township of Woolwich; and

WHEREAS, the County of Gloucester has taken action through the adoption of a Resolution to vacate jurisdiction of Pancoast Road (CR 672) from Kings Highway (CR 551) to State Highway Route 322, pursuant to N.J.S.A. 27:16-1(g) to the Township of Woolwich; and

WHEREAS, this Ordinance of the Township of Woolwich intends to accept said dedication and amend Chapter 182 entitled "Vehicles and Traffic" of the Code of the Township of Woolwich accordingly;

NOW THEREFORE BE IT ORDAINED by the Township Committee of the Township of Woolwich as follows:

SECTION 1. Acceptance of Dedication

The Township Committee of the Township of Woolwich hereby accepts dedication and jurisdiction of Pancoast Road between Kings Highway (CR 551) and State Highway Route 322 as vacated by the County of Gloucester through action taken on August 28, 2019.

SECTION 2. Amendment of Section 1 of the Code of the Township of Woolwich entitled "Designation of Through Traffic Roads" of Chapter 182 of the Township of Woolwich Entitled "Vehicles and Traffic"

Chapter 182.1 of the Code of the Township of Woolwich shall be amended to add the following:

Name of Street	Limits
Pancoast Road	Between Kings Highway (CR 551) and State Highway Route 322

SECTION 3. Inconsistency:

All Ordinances or parts of Ordinances that are inconsistent with the terms of this Ordinance are hereby repealed to the extent of their inconsistency.

SECTION 4. Effective Date:

This Ordinance shall take effect immediately upon proper passage, publication in accordance with law and after final adoption as provided by law.

TOWNSHIP OF WOOLWICH

ATTEST: _____
Jane DiBella, Clerk

Vernon Marino, Mayor

NOTICE

Notice is hereby given that the foregoing ordinance was introduced and passed on first reading at a meeting of the Township Committee of the Township of Woolwich, held on the 7th day of October, 2019 and will be considered for final passage at a meeting of the Township Committee of the Township of Woolwich, to be held on the 21st day of October, 2019 at 7:00 p.m. at which time and place any interested party will be given the opportunity to be heard.

Jane DiBella, Township Clerk

CERTIFICATION OF ADOPTION

The foregoing Ordinance was adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of October, 2019.

Jane DiBella, Clerk

ORDINANCE NO. 2019-20

**TOWNSHIP OF WOOLWICH
COUNTY OF GLOUCESTER**

**ORDINANCE AUTHORIZING FINANCIAL AGREEMENT
FOR AN OFFICE BUILDING, FOR THE PROPERTY
LOCATION AT BLOCK 28.01, LOT 2.02 ON THE TAX
MAPS OF WOOLWICH TOWNSHIP, PURSUANT TO THE
LONG TERM TAX EXEMPTION LAW, N.J.S.A. 40A:20-1
ET SEQ.**

WHEREAS, Center Square Partners II Limited Liability Company (“the Entity”), is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.); and

WHEREAS, the property located at Block 28.01, Lot 2.02 (the “Property”) on the tax map of the Township, along with other property (collectively, the “Redevelopment Area”), was designated to be an area in need of redevelopment in Woolwich Township, by Township Resolution #2018-21; and

WHEREAS, the Township Committee adopted a Redevelopment Plan on October 1, 2018 (the “Weatherby Town Center Redevelopment Plan”) by Ordinance 2018-16 whose purpose was to implement and promote the redevelopment of the Redevelopment Area; and

WHEREAS, the Township Committee adopted Ordinance 2018-17 on November 19, 2018 which amended the Weatherby Town Center Redevelopment Plan (together with the Weatherby Town Center Redevelopment Plan, the “Redevelopment Plan”); and

WHEREAS, the Township Committee, by Resolution R-2019-243 adopted on October 7, 2019, designated the Entity as developer for the Property, and authorized the Township Committee to negotiate a Redevelopment Agreement with the Entity; and

WHEREAS, on October 4, 2019, the Entity filed an Application attached hereto as Exhibit A, with the Township for approval of a long term tax exemption for the Improvements; and

WHEREAS, the Entity proposes the construction and operation of a one story building on the property containing approximately twenty thousand sq. ft. medical office building (the “Project”) at the Property; and

WHEREAS, the Township hereby determines that the relative benefits of the Project outweigh the costs of the tax exemption, for the following reasons:

improvements generate revenue of approximately \$106.97, whereas, the Annual Service Charge as estimated will generate revenue to the Township of approximately \$69,828.90 for the first calendar year following completion of the project; and

the Project, costing approximately \$3,382,630.00 million, and will provide 20-30 plus construction jobs and generally add to the economic viability of the Township; and

the Project should stabilize and contribute to the economic growth of existing local business and to the creation of new business, which cater to the residents; and

the Project will further the redevelopment objectives of the Redevelopment Plan; and

the Project's fiscal impact analysis indicates that the benefits of the Project outweigh the costs to the Township; and

WHEREAS, the Township hereby determines that the tax exemption is important in obtaining development of the Project and influencing the locational decisions of the probable occupants for the following reasons:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will insure the likelihood of the success of the Project and insure that it will have a positive impact on the surrounding area; and

WHEREAS, the Township and the Entity have reached agreement with respect to, among other things, the terms and conditions relating to the Annual Service Charges and desire to execute a Financial Agreement reflecting the same.

NOW, THEREFORE, BE IT ORDAINED by the Committee of the Township of Woolwich the County of Gloucester, State of New Jersey that:

1. The application of Center Square Partners II Limited Liability Company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.), a copy of which shall be placed on file with the City Clerk, for Block 28.01, Lot 2.02, more commonly known as Auburn and Center Square Roads, Woolwich Township in the Weatherby Town Center Redevelopment area, is hereby accepted and approved.

2. The Mayor is hereby authorized and directed to execute a Financial Agreement, substantially in the form attached hereto and made part hereof as Exhibit "A".
3. All ordinances, or parts of ordinances inconsistent herewith, are hereby repealed to the extent of such inconsistencies.
4. This Ordinance shall take effect immediately upon final passage and publication pursuant to law.

21557

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing Ordinance was introduced upon first reading by the Township Committee of the Township of Woolwich at a meeting held on the 7th day of October, 2019. It will be further considered for final adoption upon a second reading and subsequent to a public hearing to be held on such ordinance, at a special meeting of the Township Committee at which time any interested person(s) may be heard. Said meeting to be conducted on the 21st day of October, 2019 at the Woolwich Township Building, 120 Village Green Drive, Woolwich Township, New Jersey, beginning at 7 p.m.

Jane DiBella, Clerk

NOTICE OF ADOPTION

Notice is hereby given that the foregoing ordinance was approved for final adoption by the Woolwich Township Committee at a meeting held on the 21st day of October, 2019.

Jane DiBella, Clerk

Exhibit A
Exemption Application

**APPLICATION OF CENTER SQUARE PARTNERS II LIMITED LIABILITY COMPANY
FOR LONG TERM TAX EXEMPTION
PURSUANT TO N.J.S.A. 40A:20-1 et seq.**

TO: Mayor and Members of the Township Committee of Woolwich Township

FROM: Center Square Partners II Limited Liability Company*

RE: Application for Long Term Tax Exemption for Block 28.01, Lot 2.02

A. General Statement of the Nature of the Proposed Project:

The applicant has received approval from the Woolwich Township Land Use Board to construct a one story, 20,000 square foot office building on Block 28.01, Lot 2.02, Woolwich Township, Gloucester County, New Jersey. The proposed project is in accord with the redevelopment plan adopted by the governing body.

B. Description of the Proposed Project:

The proposed project is particularly described on a site plan prepared by Consulting Engineering Services, dated September 24, 2018, revised January 16, 2019.

C. Statement by Qualified Architect or Engineer of the Estimated Cost of the Proposed Project:

See attached, Exhibit "A".

D. The source, method and amount of money to be subscribed through the investment of private capital, setting forth the amount of stock or other securities be issued therefore or the extent of capital invested and the proprietary or ownership interest obtained in consideration therefore:

Approximately eighty percent of the cost of the Project will be financed through conventional bank financing and the balance will be financed through working capital provided by the Applicant's members.

E. A Fiscal Plan for the Project outlining a schedule of annual gross revenue, the estimated expenditures for operation and maintenance, payments for interest, amortization of debt and reserves, and payments to the municipality to be made pursuant to a Financial Agreement to be entered into with the municipality.

See attached, Exhibit "B".

*Applicant shall form a qualifying limited dividend entity upon receipt of an executed Redevelopment Plan with Woolwich Township.

F. A proposed Financial Agreement with the municipality:

See attached, Exhibit "C".

Dated: _____, 2019

**CENTER SQUARE PARTNERS II LIMITED
LIABILITY COMPANY**

By: _____
Joseph Pacera, Member

Exhibit B
Township Council Ordinance

Exhibit C

Legal Description of the Property



consulting engineer services
Engineers, Planners, and Land Surveyors

April 3, 2019

SUBDIVISION DESCRIPTION

PROPOSED LOT 2.02, BLOCK 28.01

LANDS SITUATE
WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

BEGINNING at a point being North 51 Degrees 02 Minutes 07 Seconds East, a distance of 863.39 Feet from the northwesterly corner of Lot 2 of Block 28.01 and in the southerly line of Auburn Road (variable width) as shown on a plan entitled "Plan of Lots - Villages at Weatherby - Section 1" as filed with the Gloucester County Clerk on 10/28/05 as Map #4096, said point being 24.75 Feet distant from the centerline of Auburn Road and extending; Thence

- 1) Along said right-of-way line of Auburn Road, North 51 Degrees 02 Minutes 07 Seconds East, a distance of 109.63 Feet to the intersection of the southerly line of Auburn Road with the southerly line of Center Square Road (variable width); Thence
- 2) Along the said line of Center Square Road, South 63 Degrees 48 Minutes 00 Seconds East, a distance of 519.05 Feet to a point in the same; Thence
- 3) South 26 Degrees 12 Minutes 00 Seconds West, a distance of 18.50 Feet to a point; Thence
- 4) Along a connecting curve connecting the said line of Center Square Road with the westerly line of Village Green Drive (50 Feet wide), curving to the right, having a radius of 25.00 Feet, an arc length of 39.27 Feet, an interior angle of 90 Degrees 00 Minutes 00 Seconds and having a chord bearing of South 18 Degrees 42 Minutes 46 Seconds East with a chord length of 35.36 Feet to a point in the said line of Village Green Drive; Thence
- 5) Along the said line of Village Green Drive, South 26 Degrees 17 Minutes 14 Seconds West, a distance of 257.30 Feet to a point of curvature in the same; Thence
- 6) Along a curve, curving to the left, having a radius of 200.00 Feet, an arc length of 27.99 Feet, an interior angle of 8 Degrees 01 Minutes 04 Seconds and having a chord bearing of South 22 Degrees 16 Minutes 42 Seconds West with a chord length of 27.96 Feet to a point in the northerly line of Lot 1 of Block 28.01 as shown on the aforementioned plan; Thence
- 7) Along the said line of Lot 1, North 71 Degrees 43 Minutes 50 Seconds West, a distance of 285.59 Feet to a point in the same; Thence

645 Berlin-Cross Keys Road, Suite One, Sicklerville, NJ 08081
856-228-2200 Fax 856-232-2346 design@ces-1.com
NJ Certificate of Authorization #24GA27957700

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Page 2

- 8) Still along the same, South 51 Degrees 02 Minutes 07 Seconds West, a distance of 40.42 Feet to a point in the same; Thence
- 9) Crossing existing Lot 2, North 05 Degrees 44 Minutes 47 Seconds West, a distance of 282.13 Feet to a point; Thence
- 10) North 38 Degrees 57 Minutes 53 Seconds West, a distance of 156.98 Feet to a point and place of BEGINNING.

Containing 163,121± S.F. (3.745± AC)

Hereinabove described land is graphically shown on a plan entitled "PLAN OF MINOR SUBDIVISION", Woolwich Medical Campus, Woolwich Township, Gloucester County, New Jersey, as prepared by Consulting Engineer Services dated 11/21/2018 last revised 3/14/19.



ADAM R. GRANT
Professional Land Surveyor
New Jersey License No. 24GS04335700

Exhibit D

Formation Documents of Urban Renewal Entity

1. Certificate of Formation for Center Square Partners II Limited Liability Company to be amended to Center Square Partners II Urban Renewal, LLC upon execution of Proposed Redevelopment Agreement.

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

CENTER SQUARE PARTNERS II LIMITED LIABILITY COMPANY
0450345352

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 01/31/2019 and was assigned identification number 0450345352. Following are the articles that constitute its original certificate.

1. **Name:**
CENTER SQUARE PARTNERS II LIMITED LIABILITY COMPANY
2. **Registered Agent:**
DAVID N RAGONE
3. **Registered Office:**
41 SOUTH HADDON AVE STE 1
HADDONFIELD, NEW JERSEY 08033
4. **Business Purpose:**
LAND DEVELOPMENT
5. **Effective Date of this Filing is:**
01/31/2019
6. **Members/Managers:**
JOSEPH D PACERA
501 COOPERWOOD COURT
MULLICA HILL, NEW JERSEY 08062

MICHAEL J PROCACCI, JR
4 VENETIAN CT
MT. LAUREL, NEW JERSEY 08054

DAVID N RAGONE
209 REILLYWOOD AVE
HADDONFIELD, NEW JERSEY 08033

7. **Main Business Address:**
41 S HADDON AVE STE 1
HADDONFIELD, NEW JERSEY 08033

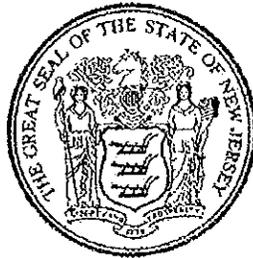
Signatures:

DAVID N RAGONE
AUTHORIZED REPRESENTATIVE

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

CENTER SQUARE PARTNERS II LIMITED LIABILITY COMPANY
0450345352



Certificate Number : 4070546366
Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/ISP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
31st day of January, 2019*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

Exhibit E

Annual Service Charge

The Annual Service Charge will be fixed for the first ten (10) years following the completion of the Project in the amount of One Hundred One Thousand Four Hundred Seventy-Eight and 90/100 Dollars (\$101,478.90) based on three percent (3%) of the Project Cost, and thereafter, the Annual Service Charge will be calculated as follows:

- i. for years 11 through 15, the greater of three percent (3%) of the Project Cost or twenty percent (20%) of the amount of taxes otherwise due,
- ii. for years 16 through 20, the greater of three percent (3%) of the Project Cost or forty percent (40%) of the amount of taxes otherwise due,
- iii. for years 21 through 25, the greater of three percent (3%) of the Project Cost or sixty percent (60%) of the amount of taxes otherwise due, and
- iv. for years 26 through 30, the greater of three percent (3%) of the Project Cost or eighty percent (80%) of the amount of taxes otherwise due.

**RESOLUTION AUTHORIZING TOTALLY DISABLED VETERAN TAX EXEMPTION
R-2019-244**

WHEREAS, certain disabled veterans are entitled to an exemption from payment of real estate taxes otherwise due pursuant to N.J.S.A. 54:4-3.30 et seq.; and

WHEREAS, the Gloucester County Tax Assessor has made a determination that Vaughn J McNeill qualifies for said exemption;

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Woolwich, County of Gloucester, State of New Jersey, that it hereby authorizes the Woolwich Township Tax Collector to refund and /or cancel taxes as set forth below. The owner is responsible for the first 25 days of the 3rd quarter of 2019 tax year.

Block 48	Lot 2.02	Vaughn, J McNeill	\$ 2,309.61 cancel 3 rd qtr.2019
			3,171.41 cancel 4 th qtr. 2019
			3,158.80 cancel 1 st qtr. 2020
			3,158.79 cancel 2 nd qtr. 2020

TDV was approved on July 26, 2019

Adopted this 21st day of October, 2019

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST:

Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of October, 2019.

Jane DiBella, Clerk

RESOLUTION AUTHORIZING PLACEMENT OF MUNICIPAL LIEN(S)-PROPERTY MAINTENANCE

R-2019-245

WHEREAS, various properties within the Township of Woolwich are vacant and/or neglected thereby creating a violation of the Township Property Maintenance Code; and

WHEREAS, the owners of said property located at 640 Russell Mill Road (Block 44 Lot 7.03) failed to comply with a "Notice of Violation" issued by the Woolwich Township Director of Municipal Services; and

WHEREAS, the Woolwich Township Public Works Department thereafter conducted lawn maintenance at said properties for which the cost of to the Township is \$300.00 per property; and

WHEREAS, the Township wishes to re-coup the cost the placing a municipal lien as reflected below:

Block/Lot	Address	Owner(s)
44/7.03	640 Russell Mill Road	Money Source Inc.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Woolwich as follows:

1. That the Woolwich Township Tax Collector be and is hereby authorizing to place a municipal lien on the Block(s)/Lot(s) as referenced above in the amount of \$300.00.

Adopted this 21st day of October, 2019

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING PROPOSAL OF EASE DESIGN AND
LANDSCAPING, INC. IN THE AMOUNT OF \$5,540.00 FOR VARIOUS
LANDSCAPING ACTIVITIES**

R-2019-246

WHEREAS, the Township of Woolwich is responsible for maintenance of various open space parcels within the Weatherby development(s) which include the entrances at Center Square and Valley Forge Drives, Center Square and Pine Drive, Center Square and Holly Drive and Township Line and Ardmore Drive, as well as landscaping and maintenance at its park and municipal complex; and

WHEREAS, the Township is desirous to conduct certain landscaping and maintenance activities for which quotes were received from Eaise Design and Landscaping, Inc. per the attached; and

WHEREAS, a Certification of Funds has been executed by the Woolwich Township Certified Purchasing Agent; and

WHEREAS, the Township Committee of the Township wishes to award the quotes of Eaise Design and Landscaping, Inc., per the following:

- Weatherby: Valley Forge Drive, Pine Drive and Holly Drive replacement and mulch.
- Municipal Complex: Replacement and Mulch
- Total Cost \$5,540.00

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Woolwich as follows;

1. That the quotes submitted by Eaise Design and Landscaping, be and are hereby awarded per the attached for landscaping activities as described.
2. This resolution memorializes action previously taken by the Woolwich Township Committee on October 7, 2019.

Adopted this 21st day of October, 2019

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting conducted on the 21st day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING STREET OPENING PERMITS TO SOUTH JERSEY
GAS-402 HARRISONVILLE ROAD AND 163 ERICA COURT
R-2019-247**

WHEREAS, Street Opening Permit applications have been filed by South Jersey Gas Company for street opening permits to install gas service to 402 Harrisonville Road and 163 Erica Court per the attached application; and

WHEREAS, the Township Engineer has reviewed the applications and accompanying documentation and has issued a response as attached hereto which authorizes the issuance of said permit with certain conditions; and

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Woolwich as follows:

1. That the Woolwich Township Committee hereby authorizes the issuance of a street opening permit to South Jersey Gas Company, per said application filed and in accordance with the Engineer's comments for the installation of gas service to **402 Harrisonville Road** and **163 Erica Court** subject to the following conditions:
 - Applicant shall provide 48 hour notice to the Township Engineer.
 - All asphalt paving openings must be restored with the following specifications:
 - Two inch (2") thick. Hot Mixed Asphalt (HMA) 9.5M64, which replaces the Marshall mix design, top course. All top course paving must be completed 48 hours after installing stabilized base paving.
 - Six inch (6") thick HMA 19M64 stabilized base course.
 - 20:1 sand/cement subbase.
 - Provide tack coat on all surfaces before paving.
 - All non-asphalt pavement restorations (ie: lawns, etc.) shall be completed within 30 days. All lawns should be restored with sod. The Township Engineer shall approve all other restorations.
 - Inspection escrow must be posted with the Township prior to the start of construction.
 - The applicant shall provide all outside agency approvals, as required.
 - Contractor will notify all residents along proposed pipeline path prior to construction start. Along with this notification, homeowners will be asked to notify the contractor of any items of concern that relate to their property (underground private structures (such as sprinklers), property markers, septic and wells etc. along with landscaped areas).
 - Contractors shall attempt to meet with residents during the construction project to address concerns they might have.
 - Contractor will videotape area where pipeline is to be installed prior to construction start for documentation purposes.
 - Proposed pipeline will be installed by a combination of bore, plow and open-cut methods. Bore and plow are the preferred means of construction, but when open

cutting of trenches occurs during construction project, the contractor will make every effort to keep disturbance to a minimum.

- Contractor will restore all areas disturbed to same conditions and all non-vegetated areas must be re-seeded.
- South Jersey Gas contractor must use the bore method of installation at all Township roads and paved driveways unless approved by the Township Engineer.

Adopted this 21st day of October, 2019

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH APPROVING THE
CORRECTIVE ACTION PLAN FOR THE 2018 MUNICIPAL AUDIT
R-2019-248**

WHEREAS, the Township Committee of the Township of Woolwich is in receipt of the Annual Audit for the Year 2018 as promulgated by N.J.S.A. 40A: 5-4; and

WHEREAS, as part of said annual audit, a Corrective Action Plan is to be created and implemented in regards to the findings and recommendations contained within the audit report; and

WHEREAS, the Woolwich Township Committee, by way of resolution R-2019-232 certified that they have reviewed the 2018 Audit Report, and have reviewed the general comments and recommendations, and copies of such have been provided to the Woolwich Township Committee;

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Woolwich as follows:

1. That the Woolwich Township Committee hereby approves the submitted Corrective Action Plan, attached hereto and made a part of this resolution, as it applies to the comments and recommendations contained within the 2018 Audit of the Township of Woolwich
2. That the Woolwich Township Clerk be and is hereby authorized and directed to submit the Corrective Action Plan to the Division of Local Government Services, along with a certified copy of this resolution.

Adopted this 21st day of October, 2019

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST:

Jane DiBella, Clerk

CERTIFICATION

The foregoing Resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING THE PROPOSAL OF REMINGTON AND VERNICK ENGINEERS TO
CONDUCT PAULSBORO ROAD SANITARY SEWER EXTENSION ANALYSIS IN THE AMOUNT OF
\$29,200.00
R-2019-249**

WHEREAS, the Township of Woolwich received a proposal from Remington and Vernick Engineers to conduct Paulsboro Road sanitary sewer extension analysis which will result in a report detailing estimated demand for the US 322 wastewater collection and conveyance system, recommended framework which could allow the township to recoup capital costs of installation, conceptual project design, estimated demand associated with each property use and a basic reimbursement model based on the pro rata share of each development; and

WHEREAS, said proposal in the amount of \$29,200 is fully described in communication dated September 16, 2019 as attached; and

WHEREAS, the Woolwich Township Committee discussed said proposal at a meeting conducted on October 7, 2019 at which time the Committee concurred as to the value of said project moving forward; and

WHEREAS, the Woolwich Township CFO has issued a Certification of Funds in this regard;

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Woolwich as follows:

1. That Remington and Vernick Engineers be and are hereby authorized and directed to perform the tasks in their proposal dated September 16, 2019 as attached in the amount of \$29,200.00.

Adopted this 21st day of October, 2019

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of October, 2019.

Jane DiBella, Clerk

RESOLUTION AUTHORIZING THE TAX COLLECTOR TO TRANSFER OR REFUND OVERPAYMENT OF TAXES

R-2019-250

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Woolwich, County of Gloucester, and State of New Jersey, that it hereby authorizes the Woolwich Tax Collector to process the following transfer to the 2019/2020 tax year and/or refund as noted:

Block 28.11	Lot 15	Johnson, Steven & Dallas	\$ 3,899.96 refund
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Adopted this 21st day of October, 2019

TOWNSHIP OF WOOLWICH

Vern Marino, Mayor

ATTEST:

Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich, at a meeting held on the 21st day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING TOTALLY DISABLED VETERAN TAX EXEMPTION
R-2019-251**

WHEREAS, certain disabled veterans are entitled to an exemption from payment of real estate taxes otherwise due pursuant to N.J.S.A. 54:4-3.30 et seq.; and

WHEREAS, the Gloucester County Tax Assessor has made a determination that Hassan Corneh qualifies for said exemption;

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Woolwich, County of Gloucester, State of New Jersey, that it hereby authorizes the Woolwich Township Tax Collector to refund and /or cancel taxes as set forth below.

Block 3.22	Lot 25	Hassan Corneh	\$ 3,289.25 cancel 4 th qtr. 2019
			3,276.17 cancel 1 st qtr. 2020
			3,276.17 cancel 2 nd qtr. 2020

TDV was approved on September 27, 2019

Adopted this 21st day of October, 2019

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST:

Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of October, 2019.

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Jane DiBella, Clerk

**RESOLUTION AUTHORIZING TOTALLY DISABLED VETERAN TAX EXEMPTION
R-2019-252**

WHEREAS, certain disabled veterans are entitled to an exemption from payment of real estate taxes otherwise due pursuant to N.J.S.A. 54:4-3.30 et seq.; and

WHEREAS, the Gloucester County Tax Assessor has made a determination that Vaughn J. McNeill qualifies for said exemption;

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Woolwich, County of Gloucester, State of New Jersey, that it hereby authorizes the Woolwich Township Tax Collector to refund and /or cancel taxes as set forth below. The owner is responsible for the first 25 days of the 3rd quarter of 2019 tax year.

Block 48	Lot 2.02	McNeill, Vaughn	\$ 2,309.61 cancel 3 rd qtr. 2019	
			3,171.41 cancel 4 th qtr.	2019
			3,158.80 cancel 1 st qtr. 2020	
			3,158.79 cancel 2 nd qtr. 2020	

TDV was approved on July 26, 2019

Adopted this 21st day of October, 2019

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST:

Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION OF THE WOOLWICH TOWNSHIP COMMITTEE REFERRING THE
2019 AMENDMENT TO THE KINGS LANDING REDEVELOPMENT PLAN TO THE
WOOLWICH TOWNSHIP JOINT LAND USE BOARD FOR REVIEW AND
RECOMMENDATION PURSUANT TO N.J.S.A. 40A:12-1, et. seq.
R-2019-253**

WHEREAS, the Township of Woolwich has invested significant resources in furtherance of spurring development along the Route 322 corridor and previously adopted the Kings Landing Redevelopment Plan via Ordinance of the Woolwich Township Committee #2017-12 on July 17, 2017; and

WHEREAS, subsequent amendments to said Plan have been recommended and adopted; and

WHEREAS, the Woolwich Township Committee has been provided a document entitled “2019 Amendment to the Kings Landing Redevelopment Plan” which purpose is to expand the Redevelopment Plan Area and add special use and design standards as part of a redevelopment plan overlay; and

WHEREAS, it is necessary pursuant to N.J.S.A. 40A:12A-6(a) for the Township Committee to assign the conducting of an investigation and hearing to the Joint Land Use Board for the issuance of recommendations on said amendments; and

WHEREAS, it is the intent of the Township Committee, if deemed appropriate after consideration of the recommendations from the Joint Land Use Board, to adopt the amended plan in which the Township will not acquire enhanced powers of eminent domain;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Woolwich, County of Gloucester and State of New Jersey that:

1. The Woolwich Township Joint Land Use Board be and is hereby authorized and directed to make an investigation and in connection therewith, to hold a public hearing

on the 2019 Amendment to the Kings Landing Redevelopment Plan as attached by reference as required by N.J.S.A. 40A:12A-1, *et. seq.*

2. The Woolwich Township Joint Land Use Board is directed to frame its investigation with the limitation that any resulting Redevelopment Area shall be restricted to a Non-
Condemnation Redevelopment Area.
3. This Resolution shall take effect immediately.

THIS RESOLUTION DULY ADOPTED, at the Regular Meeting of the Township Committee of the Township of Woolwich held on October 21, 2019.

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing Resolution was duly adopted at a Regular Meeting of the Township Committee of the Township of Woolwich held on the 21st day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH AUTHORIZING THE LEASE OF FIVE VEHICLES VIA A
NATIONALLY RECOGNIZED CO-OP WITH SOURCEWELL FROM ENTERPRISE FLEET MANAGEMENT
R-2019-254**

WHEREAS, the Township desires to lease four Ford Police Interceptor Utilities and one Chevrolet Colorado;

WHEREAS, a national and state recognized co-op through Sourcewell has awarded a contract via a public bidding process for the same with a number of 060618-EFM to Enterprise Fleet Management;

WHEREAS, the Township of Woolwich is a member of the Sourcewell Co-Op with ID number 29928;

WHEREAS, a Certification of Funds has been executed by the Woolwich Township Chief Financial Officer in the amount of \$2,893.23 for 2019 payments;

WHEREAS, the Township Committee of the Township of Woolwich wishes to award the lease to Enterprise Fleet Management via the aforementioned co-op;

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Woolwich as follows;

1. That Enterprise Fleet Management via the extended co-op of Sourcewell, be and is hereby awarded the contract to lease four Ford Police Interceptor Utilities in the annual amount of \$7,217.28 each and one Chevrolet Colorado in the annual amount of \$5,849.64.

Adopted this 21st day of October, 2019

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of October, 2019 .

Jane DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WOOLWICH, COUNTY OF
GLOUCESTER, STATE OF NEW JERSEY ACCEPTING THE BEST PRACTICES INVENTORY REPORT FOR CY
2019
R-2019-255**

WHEREAS, the State's Fiscal Year Appropriations Act (P.L. 2012, c.18) requires the Division of Local Government Services to determine how much of each individual municipality's final 5% allocation of CMPTRA and ETR aid will be disbursed based on the results of a Best Practices Inventory to be completed by each municipality; and

WHEREAS, said inventory was completed and submitted by the Township Administrator and CFO by the due date; and

WHEREAS, the Act further requires that the completed form be made a part of an agenda of the Governing Body of each municipality to ensure that elected officials are apprised of the results of said Inventory; and

WHEREAS, this can happen either before or after the actual submission of the report; and

WHEREAS, the Act also requires the Municipal Clerk to file a Certification with the Division of Local Government Services confirming that the Inventory was discussed publicly;

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Woolwich as follows:

1. That the Woolwich Township Committee hereby acknowledges that they have reviewed and publicly discussed the results of the CY2019 Best Practices Inventory pursuant to the State's CY Appropriations Act (P.L. 2012, c.18).
2. That the Woolwich Township Clerk is authorized and directed to execute and file the necessary certification with the Division of Local Government Services, as attached.

Adopted this 21st day of October, 2019

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing Resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE TOWNSHIP
COMMITTEE OF THE TOWNSHIP OF WOOLWICH; CONTRACTUAL
MATTERS/SEWER AND LITIGATION/GLO-L-000011-19
R-2019-256**

WHEREAS, the Township Committee of the Township of Woolwich is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.; and

WHEREAS, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12b, which items are recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Woolwich Township Committee to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12b;

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Woolwich that:

1. The Woolwich Township Committee shall hold a closed meeting from which the public shall be excluded on **October 21, 2019**.
2. The general nature of the subject to be discussed at said closed meeting shall be;

**Contractual Matters/Sewer
Litigation-GLO-L-000011-19**

The minutes of said closed meeting shall be available for disclosure to the public consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

Adopted on the 21st day of October, 2019

ATTEST:

TOWNSHIP OF WOOLWICH

Jane DiBella, Clerk

Vernon Marino, Mayor