

**AGENDA
WOOLWICH TOWNSHIP COMMITTEE
OCTOBER 7, 2019
CAUCUS-6:00 P.M.**

Call to order:

The October 7, 2019 work session 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: The public is reminded to please stand and state their name and address for the record prior to addressing the Committee.

Discussion of agenda items:

Committee Discussions: (Any other pertinent matters):

Adjournment:

Regular Meeting-7:00 p.m.

Call to order:

The October 7, 2019 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.

2019-15 An Ordinance of the Township of Woolwich Amending Chapter 23 Entitled "Joint Land Use Board" of the Code of the Township of Woolwich, Specifically Section 23-11 "Furnishing of List of Property Owners" Second Reading/Public Hearing

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. First Reading/Introduction

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" First Reading/Introduction

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 First Reading/Introduction

Resolutions of Consent Agenda:

R-2019-221 Resolution Authorizing the Tax Collector to Transfer or Refund Overpayment of Taxes

R-2019-222 Resolution Authorizing Totally Disabled Veteran Tax Exemption-Block 27.01, Lot 21

R-2019-223 Resolution Authorizing Totally Disabled Veteran Tax Exemption-Block 28.06, Lot 15

R-2019-224 Resolution Authorizing Totally Disabled Veteran Tax Exemption-Block 57.02, Lot 1

R-2019-225 Resolution Authorizing Release and Closure of Escrow Accounts-Weatherby Equities

R-2019-226 Resolution Endorsing the Findings and Determination Statement and Authorizing the Clerk to Submit a Bingo License on the Behalf of the Four Seasons at Weatherby Games Association

R-2019-227 Resolution Authorizing Payment to White's Auto Body Repair in the Amount of \$698.68 for Repair of Vehicle Damage

R-2019-228 Resolution Authorizing Participation in the Governor's Council on Alcoholism and Drug Abuse Fiscal Grant Cycle July 2020-June 2025

R-2019-229 Resolution Authorizing Release of Letter of Credit #5037441 as Posted for the development Known as Villages at Weatherby-The Reserve, Section 2.2

R-2019-230 Resolution Authorizing the Execution of an Escrow Agreement Between the Township of Woolwich and Locke Partners, LLC

R-2019-231 Resolution Authorizing the Execution of an Escrow Agreement Between the Township of Woolwich and DPIF2 NJ 4 Woolwich 322, LLC

R-2019-232 Resolution Certifying that All Members of the Governing Body Have Reviewed the Annual Report of Audit for the Year 2018

R-2019-233 Resolution of the Township of Woolwich Making an Elevation Within the Woolwich Township Police Department

R-2019-234 Resolution of the Township Committee of the Township of Woolwich Supporting the Shared Services Agreement with the Township of Logan for Solid Waste/Recycling Collection and Disposal

R-2019-235 Resolution Designating Woolwich Gardens Realty, LLC Redeveloper of Block 28.01, Lot 2 on the Official Tax Maps of the Township of Woolwich Within the Weatherby Town Center Redevelopment Area

R-2019-236 Resolution Authorizing the Woolwich Township Joint Land Use Board to Review and Consider Adoption of an Amended Environmental Resource Inventory (ERI) Plan as a Part of Its Master Plan Reexamination Report

R-2019-237 Resolution of the Township of Woolwich Rejecting Bids for 2018 NJDOT Municipal Aid Program-Rainey and Viereck Roads

R-2019-238 Resolution Authorizing Totally Disabled Veteran Tax Exemption-Block 2.16 Lot 11

R-2019-239 Resolution Authorizing Street Opening Permit to South Jersey Gas-4 Victoria Drive

R-2019-240 Resolution Making an Appointment as Police Chaplain

R-2019-241 Resolution Authorizing Hiring Within the Woolwich Joint Municipal Court Office

Reports: Month of September
Tax Collector: \$9,696,183.41 (Aug.) remitted \$1,903,704.35 (Sept.)
Tax Sale Memo

Woolwich Fire Company: Monthly Report

Police Chief: Monthly Report

Township Engineer: Monthly Report

DOCD Report: Monthly Report

Administrator's Report: Monthly Report

Municipal Services: Monthly Report

Liaison Reports:

Committeeman Battisti: Municipal Services; (Blds./Grounds/Code/UCC/Zoning/Public Works);
Municipal Alliance

Committeeman Frederick: Environmental: (SWEC, Green Team, Shade Tree, Open Space/Ag)

Committeewoman Santore: BDAC; Trash/Recycling

Dep. Mayor Matthias: Educational Partners; (KRHS and SWSD); Recreation

Mayor Marino: Administration: (Finance; Court; JLUB, TDR Task Force); Public Safety

Old Business: TDR Farmland Preservation Sign Quotes

New Business: Accept Resignation of Tom Thompson, Public Works

DVRPC Farmland Preservation Plan Update Quote

Engineering Proposals; Paulsboro Road Sanitary Sewer Extension
Analysis
Locke Ave. Park Development
Pavement Maintenance Program

Eaise Landscaping Quotes

Four Seasons at Weatherby HOA Reimbursement request

Shared Services Agreements/State Reimbursement Program

Amendments to Kings Landing Redevelopment Plan/Warehousing

Schedule Special Meeting on 10-21-Woolwich Gardens Realty

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-2019-242 Resolution for Closed Session

Personnel Matter
Potential Litigation-Meadow Woods Erosion
Litigation-GLO-L-001167-19

Approval of Minutes:

September 3, 2019 Caucus, Regular Meeting, Closed
Session
September 9, 2019 Special Meeting
September 30, 2019 Special Meeting

Approval of Bills and Purchase Orders:

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.

AN ORDINANCE OF THE TOWNSHIP OF WOOLWICH AMENDING CHAPTER 23 ENTITLED "JOINT LAND USE BOARD" OF THE CODE OF THE TOWNSHIP OF WOOLWICH, SPECIFICALLY SECTION 23-11 "FURNISHING OF LIST OF PROPERTY OWNERS"

2019-15

WHEREAS, the Woolwich Township Joint Land Use Board has made a recommendation to the Woolwich Township Committee as to enacting an amendment to Chapter 23 entitled "Joint Land Use Board", specifically Section 23-11 entitled "Furnishing List of Property Owners"; and

WHEREAS, said section currently reads as follows:

23-11 Furnishing of List of Property Owners

Pursuant to the provisions of N.J.S.A. 40:55D-12(c), the Township Assessor shall, within seven days after receipt of a written request therefor and upon receipt of payment of a fee as set forth in a resolution adopted by the Township Committee, make and certify a list from the current tax duplicate of names and addresses of owners and other persons or entities to whom the applicant is required to give notice pursuant to the Code. Said certified list of property owners to be utilized for said notice shall be valid for a period of six months from the date issued.

WHEREAS, on July 18, 2019, the Woolwich Township Joint Land Use Board adopted Resolution 2019-25 recommending that certified lists of property owners within 200 ft. for notices pursuant to N.J.S.A. 40:55D-12 (c) be valid for a period of seventy-five (75) days from the date of issuance; and

WHEREAS, the Township Committee of the Township of Woolwich wishes to act upon said recommendation of the Woolwich Township Joint Land Use Board in an effort to ensure that current property owners are the parties who actually receive notice of development applications;

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

SECTION I AMENDMENT

Chapter 23, Section 11 of the Code of the Township of Woolwich entitled Furnishing of List of Property Owners be an is hereby amended to read as follows:

Pursuant to the provisions of N.J.S.A. 40:55D-12(c), the Township Assessor shall, within seven days after receipt of a written request therefor and upon receipt of payment of a fee as set forth in a resolution adopted by the Township Committee, make and certify a list from the current tax duplicate of names and addresses of owners and other persons or entities to whom the applicant is required to give notice pursuant to the Code. Said certified list of property owners to be utilized for said notice shall be valid for a period of **seventy-five (75) days** from the date issued.

SECTION II. REPEALER

Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistencies.

SECTION III. SEVERABILITY

Severability. Each section of this Ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void or ineffective, shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

SECTION IV. EFFECTIVE DATE

Effective Date. This Ordinance shall be effective upon final adoption and publication pursuant to law.

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Administrator/Clerk

CERTIFICATION OF INTRODUCTION

The foregoing Ordinance was introduced and passed upon first reading by the Township Committee of the Township of Woolwich at a meeting conducted on the 3rd day of September, 2019. It will further be considered for final adoption upon second reading and subsequent to a public hearing conducted on same at the next regularly scheduled meeting of the Woolwich Township Committee at which time and place any member of the general public may be heard. Said meeting to be held on the 7th day of October, 2019, at the Woolwich Township Municipal Building, 120 Village Green Drive, Woolwich Township New Jersey beginning at 7:00 p.m.

Jane DiBella, Administrator/Clerk

CERTIFICATION OF ADOPTION

The foregoing Ordinance was adopted by the Township Committee of the Township of Woolwich upon second reading and subsequent to a public hearing conducted on same, at a meeting of the Township Committee conducted on October 7, 2019 and therefore becomes effective.

Jane DiBella, Administrator/Clerk

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 ____ day of _____, 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 _____, 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

**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"
2019-18**

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 A13.1, 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 4th day of November, 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 4th day of November, 2019.

Jane DiBella, Clerk



WOOLWICH TOWNSHIP COMMERCIAL LOGGING PERMIT APPLICATION

This application is for Sustainable Commercial Logging Only (the selective harvesting of trees on properties that are Farmland Assessed). Clear-cutting is not permitted, except in instances where the land proposed for clearing is outside of any regulated areas and is being made available for farming or other agricultural purposes as set forth in 177-3 and 8.

Applicants wishing to obtain a permit to commercially harvest an area shall pay a non-refundable processing fee of \$50.00 for each lot due in the form of check, cash or money order upon receipt of this application. Incomplete applications will not be processed. All information is required.

All applicants shall provide the Tree Specialist with a signed and dated sketch clearly depicting extent of area proposed for harvesting. The sketch shall identify the subject property and contain a minimum amount of pertinent information to enable the determination of compliance with the regulations of this Chapter. Known or suspected wetlands, streams and steep slopes shall also be indicated. Maps depicting such natural resources are contained in Woolwich Township Environmental Resource Inventory, which shall be provided freely upon request. Applicants who do not submit a Forestry Management Plan approved by the State Forester as part of this application may be required to mark trees for approval by the Tree Specialist.

Property Owner Information

Only the property owner may apply for a logging permit. If a commercial harvester is used, his or her co-signature is required.

Name: _____

Mailing Address: _____

(City) (state) (zip)

Address and location of property subject to this application:

Block _____ Lot _____

(City) (state) (zip)

Primary Phone: (____) _____

Email address: _____

Trees to be Removed

Number _____	Species/Type _____	Number _____	Species/Type _____
Number _____	Species/Type _____	Number _____	Species/Type _____
Number _____	Species/Type _____	Number _____	Species/Type _____
Number _____	Species/Type _____	Number _____	Species/Type _____
Number _____	Species/Type _____	Number _____	Species/Type _____
Number _____	Species/Type _____	Number _____	Species/Type _____
Number _____	Species/Type _____	Number _____	Species/Type _____
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Number _____	Species/Type _____	Number _____	Species/Type _____
Number _____	Species/Type _____	Number _____	Species/Type _____
Number _____	Species/Type _____	Number _____	Species/Type _____
Number _____	Species/Type _____	Number _____	Species/Type _____

Is commercial logging proposed within a regulated area as set forth in 177-3

Yes No

If so, has a Forestry Management Plan approved by the State Forester been submitted as part of this application

Yes No

Comments: -

Harvester Used Yes No

If yes, please provide the name and contact information below:

Name: _____

Address _____

City _____ State _____ zip _____

Phone _____

Email _____

Certificate of Insurance Provided: Yes No



TREE REMOVAL/REPLANTING PERMIT APPLICATION

This application is for Street Trees (trees in the Right-Of-Way abutting the street) and on private, existing residential and commercial property not associated with new development or commercial logging operations.

A non-refundable fee of \$25.00 processing fee is due in the form of check, cash or money order upon receipt of this application. Incomplete applications will not be processed. Applicants wishing to cut an area equal to or greater than 0.5 (21,780 square feet) acres in size shall pay a non-refundable fee of \$50.00 for each lot. Incomplete applications will not be processed. All information is required.

Tree Location	Property Owner Information	
<i>Only the property owner may apply to remove trees</i>		
Name: _____		
Mailing Address: _____		
<div style="display: flex; justify-content: space-between; width: 80%; margin-left: auto; margin-right: auto;"> _____ (City) _____ (state) _____ (zip) </div>		
Address and location of property subject to this application:		
Block _____ Lot _____		
<div style="display: flex; justify-content: space-between; width: 80%; margin-left: auto; margin-right: auto;"> _____ (City) _____ (state) _____ (zip) </div>		
Primary Phone: (____) _____		
Trees to be Removed (attach additional sheets as necessary)		
Number _____	Species/Type _____	DBH (inches) _____
Number _____	Species/Type _____	DBH (inches) _____
Number _____	Species/Type _____	DBH (inches) _____
Number _____	Species/Type _____	DBH (inches) _____
For Street Trees, does Applicant Propose Replacement		<input type="checkbox"/> Yes <input type="checkbox"/> No
Where proposed or required, please indicate:		
Species/Type (cultivar selection) _____		DBH (inches) _____

Reasons for Removal (attach certified arborist's report (if applicable) and photo's if available)		
<input type="checkbox"/> Dead /Severe Decay	<input type="checkbox"/> Infrastructure Damage	Comments: _____
<input type="checkbox"/> Sight Obstruction	<input type="checkbox"/> Structural damage to tree	_____
<input type="checkbox"/> Pathogen (bacteria/Virus	<input type="checkbox"/> Utilities Conflict	_____
<input type="checkbox"/> Insect Infestation	<input type="checkbox"/> Other (specify)	_____
<input type="checkbox"/> Disease (fungal)	_____	_____
Arborist or Contractor Used <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, please provide the name and contact information below:		
Name: _____		
Address _____		
City _____	State _____	zip _____
Phone _____		
Email _____		
Certificate of Insurance Provided: <input type="checkbox"/> Yes <input type="checkbox"/> No		

I have read and agree to comply with Chapter 177 of the Woolwich Township Code, regarding the tree removal process. I understand that tree removal is strictly prohibited in wetlands, steep slopes and other regulated areas as defined and set forth in 177-3.

I agree to hold harmless the Township of Woolwich, its agents, officers and employees for any damage or injury caused by reason of planting, placement, maintenance or removal of street trees. I understand that replanting may be a condition of removing street trees and that a greater than 1:1 replacement may be required. I understand that I am responsible for the successful establishment of the replanted trees if required.

If an arborist or other contractor is used to perform work on trees, I have provided evidence that said contractor possess workers' compensation and liability insurance in the minimum amount of \$1,000,000 for bodily injury or death and \$100,000 property damage. A Certificate of Insurance shall accompany this permit application and must specifically name the Township of Woolwich as an additional insured.

Property Owners Signature Date

Date received: _____
Date reviewed by Tree Specialist: _____
Street Tree Replacement required: Yes No
Date Approved: _____
Date Denied: _____
Comments: _____

**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 untitled "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 4th day of November, 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 4th day of November, 2019.

Jane DiBella, Clerk

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

R-2019-221

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 refunds as noted:

Block 32	lot 6	July Holdings LLC	\$2,994.66 transfer to B 28.02-L 13
Block 32	lot 6	July Holdings LLC	\$ 10.59 transfer to 1 st qtr. 2020
Block 28.15	lot 20	Lawery, West	\$3,037.42 refund & cancel 3 rd qtr. 2019 TDV
Block 28.15	lot 20	Lawery, West	\$3,037.41 cancel 4 th qtr. 2019
Block 28.15	lot 20	Lawery, West	\$2,775.69 cancel 1 st qtr. 2020 cancel
Block 28.15	lot 20	Lawery, West	\$7,775.68 cancel 2 nd qtr. 2020
Block 11	lot 11 qfarm	Nar Farms	\$ 188.17 transfer to B 8 L 13 -Zeck
Block 57	lot 10 qfarm	Woolwich Commons	\$ 38.34 transfer to 1 st & 2 nd qtrs. 2020
Block 22	lot 2	Woolwich Residential	\$ 589.94 transfer to 1 st & 2 nd qtrs. 2020

Adopted this 7th 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 Woolwich, at a meeting held on the 7th day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING TOTALLY DISABLED VETERAN TAX EXEMPTION
R-2019-222**

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 Lisa Danquah 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 previous owner is responsible for the first 30 days of the 2nd quarter of 2019 tax year.

Block 27.01	Lot 21	Main Street Title	\$ 20.22 refund & Cancel 2 nd qtr. 2019
		Corelogic	3,275.54 refund & Cancel 2nd qtr. 2019
		Corelogic	1,538.85 refund 3rd qtr. 2019
			4,956.04 cancel 3 rd qtr. 2019
			4,956.03 cancel 4 th qtr. 2019
			4,936.33 cancel 1 st qtr. 2020
			4,936.32 cancel 2 nd qtr. 2020

TDV was approved on April 30, 2019

Adopted this 7th 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 7th day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING TOTALLY DISABLED VETERAN TAX EXEMPTION
R-2019-223**

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 Michael Bramlett 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 79 days of the 3rd quarter of 2019 tax year.

Block 28.06	Lot 15	Leretta/Bramlett	\$ 448.80 refund & cancel 3rd qtr. 2019
			\$ 3,176.12 cancel 4 th qtr. taxes 2019
			\$ 3,163.49 cancel 1 st qtr. taxes 2020
			\$ 3,163.49 cancel 2 nd qtr. taxes 2020

TDV was approved on September 18, 2019

Adopted this 7th 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 7th day of October, 2019..

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING TOTALLY DISABLED VETERAN TAX EXEMPTION
R-2019-224**

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 Lorraine A Williams 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 previous owner is responsible for the first 35 days of the 3rd quarter of 2019 tax year.

Block 57.02	Lot 1	American Title Abstract	\$ 2,877.84 refund & cancel 3rd qtr. 2019
			45.78 refund & cancel 4 th qtr. 2019
			\$ 4,599.14 cancel 4 th qtr. Taxes 2019
			\$ 4,607.98 cancel 1 st qtr. Taxes 2020
			\$ 4,607.98 cancel 2 nd qtr. Taxes 2020

TDV was approved on August 5, 2019

Adopted this 7th 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 7th day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING RELEASE AND CLOSURE OF ESCROW ACCOUNTS
R-2019-225**

WHEREAS, the Township of Woolwich is in receipt of certain escrow accounts which are no longer active; and

WHEREAS, a request has been received for the closure of the following escrow accounts upon which a remaining balance is due and owing;

Account	Developer	Amount
2015-P01 – Weatherby Equities Basin	Weatherby Equities, LLC	\$4,285.03
2016-017 – Weatherby 2.5b Basins	Platinum Developers	\$6,137.71

WHEREAS, based upon the request of the applicants and their letter of assurance described above, and with the approval of the CFO and upon the disclosure to Township Professionals of such request and their communication to the Township that no further invoices are due and owing, the Woolwich Township Committee wishes to authorize the closure of the above accounts as noted;

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Woolwich that the following escrow accounts are hereby authorized for closure and the Woolwich Township CFO is hereby authorized and directed to refund the remaining balances:

Account	Developer	Amount
2015-P01 – Weatherby Equities Basin	Weatherby Equities, LLC	\$4,285.03
2016-017 – Weatherby 2.5b Basins	Platinum Developers	\$6,137.71

Adopted this 7th 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 7th day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION ENDORSING THE FINDINGS AND DETERMINATION STATEMENT AND
AUTHORIZING THE CLERK TO SUBMIT A BINGO LICENSE ON THE BEHALF OF THE FOUR
SEASONS AT WEATHERBY GAMES ASSOCIATION**

R-2019-226

WHEREAS, application has been made with the Township Clerk towards the issuance of a Bingo License under identification number 565-12-37877 in accordance with NJAC 13:47.1 et seq.; and

WHEREAS, the applicant has submitted all necessary paperwork and fees in accordance with the rules promulgated by the State of New Jersey Legalized Game of Chance Control Commission (NJLGCCC) as well as municipal fees required within Chapter 65-11 of the Woolwich Township Code; and

WHEREAS, by these determinations, the Township Committee of the Township of Woolwich finds no cause to deny such permit;

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

1. That the application for a bingo license under Four Seasons at Weatherby, I.D. # 565-12-37877 be and is hereby approved for submission to the State of New Jersey for fund raising events to be held on Oct. 6, Nov. 3 and Dec 1, 2019 and Jan 5, Feb 2, March 1, April 5, April 19, May 3, June 7, Sept. 11 and Oct. 4, 2020, at One Clubhouse Lane, Woolwich Township, NJ to benefit the organization.
2. That the Woolwich Township Clerk be and is hereby authorized and directed to issue said licenses to the applicant at least fourteen (14) days after submission of the application to the New Jersey Legalized Games of Chance Control Commission (NJGCCC) in accordance with N.J.A.C. 13:47-1.1 et seq.

Adopted this 7th day of October, 2020

TOWNSHIP OF WOOLWICH

ATTEST: _____
Jane DiBella, Clerk

Vernon Marino, Mayor

**RESOLUTION AUTHORIZING PAYMENT TO WHITE'S AUTO BODY REPAIR IN THE AMOUNT OF \$698.68
FOR REPAIR OF VEHICLE DAMAGE
R-2019-227**

WHEREAS, a motor vehicle accident occurred on 9/9/2019 between a Woolwich Township Police Patrol Car and another vehicle; and

WHEREAS, the other vehicle sustained damage for which an estimate was provided by White's Auto Body in the amount of \$698.68; and

WHEREAS, the accident was processed by the Woolwich Township Police Department as Case #19-15857; and

WHEREAS, as opposed to filing an insurance claim, the Township is willing to provide payment directly to White's Auto Body; 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 payment in the amount of \$698.68 directly to White's Auto Body for damages incurred in a motor vehicle accident with a Woolwich Township Police Patrol Vehicle, which report is filed as Case #19-15857.

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 7th day of October, 2019.

Jane DiBella, Clerk

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2020-June 2025

RESOLUTION-FORM 1B

**Resolution Authorizing Participation in the Governor's Council on Alcoholism and
Drug Abuse Fiscal Grant Cycle July 2020-June 2025**

R-2019-228

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

WHEREAS, The Township Committee of the Township of Woolwich County of Gloucester, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

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

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

NOW, THEREFORE, BE IT RESOLVED by the Township of Woolwich, County of Gloucester, State of New Jersey hereby recognizes the following:

1. The Township Committee does hereby authorize submission of a strategic plan for the Woolwich Township Municipal Alliance grant for fiscal year 2020 in the amount of:

DEDR	\$7,500.00
Cash Match	\$1,875.00
In-Kind	\$5,625.00
2. The Woolwich Township Committee acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED:

Vernon Marion, Mayor

ATTEST: _____
Jane DiBella, Clerk

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2020-June 2025

CERTIFICATION

I, Jane DiBella, Municipal Clerk of the Township of Woolwich, County of Gloucester, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Woolwich Township Committee on this 7th day of October, 2019.

Jane DiBella, *Municipal Clerk*

**RESOLUTION AUTHORIZING THE RELEASE OF LETTER OF CREDIT #5037441 AS POSTED FOR
THE DEVELOPMENT KNOWN AS VILLAGES AT WEATHERBY-THE RESERVE, SECTION 2.2
R-2019-229**

WHEREAS, the Township of Woolwich holds Letter of Credit #5037441 posted on the Villages at Weatherby- The Reserve, Section 2.2 in the reduced amount of \$961,850.88 in regards to required improvements for Villages at Weatherby, The Reserve, Phase 2.2; and

WHEREAS, a request has been received for the release of said Performance Bond; and

WHEREAS, the Woolwich Township Engineer, in response to said request, performed an inspection of the property and issued a letter dated September 17, 2019 in which recommendation is given for the release of said Bond; and

WHEREAS, the Township holds Letter of Credit # 5037438 as Maintenance Bond in the amount of \$172,358.25 which shall commence to be in force and effect for a period of two (2) years from this date; and

WHEREAS, the Township of Woolwich finds no objection to the release of said Letter of Credit #5037441, subject to the receipt of maintenance escrow in the amount of \$8,617.91; and

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

1. That the Woolwich Township Clerk be and is hereby authorized to return Letter of Credit #5037441 in the amount of \$961,850.88 to the applicant for the development known as Villages at Weatherby- The Reserve, Section 2.2, subject to the receipt of a two (2) year Maintenance Escrow in the amount of \$8,617.91.

Adopted this 7th 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 7th day of October, 2019.

Jane DiBella, Clerk

RESOLUTION AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT BETWEEN THE TOWNSHIP OF WOOLWICH AND LOCKE PARTNERS, LLC

R-2019-230

WHEREAS, NJSA 55D-53 requires developers to post escrow towards payment of professional fees related to said development; and

WHEREAS, Liberty Property Trust is the contract purchaser of lands located within the Township of Woolwich and has requested that the Township consider said parcel(s) be added to a designated redevelopment area as an area in need of redevelopment; and

WHEREAS, it is in the best interest of the Township for the costs of investigations, studies, planning and development activities related to said parcel(s) be borne by the developer and not by the Township for which there is no appropriation; and

WHEREAS, the developer has agreed to deposit an initial amount of \$5,000 with the Township in an escrow to be held, maintained and dispersed by the Township for costs related to said redevelopment, predevelopment and development activities in accordance with an Escrow Agreement between the Developer and the Township, as attached hereto and incorporated within the body of this resolution by reference: and

WHEREAS, the Township Committee of the Township of Woolwich deems it to be in the best interest of the Township to enter into said Escrow Agreement;

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

1. That the Escrow Agreement between the Township of Woolwich and Liberty Property Trust as attached hereto be and is hereby authorized for execution by the Woolwich Township Mayor and Clerk.

Adopted this 7th 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 7th day of October, 2019.

Jane DiBella, Clerk

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made as of the ___ day of _____, 2019 by and between **LOCKE PARTNERS, LLC, c/o Steven M. Eisner, Esq.** ("Developer"), with an address at 76 E. Euclid Avenue, Suite 101, Haddonfield, New Jersey 08033, and **THE TOWNSHIP OF WOOLWICH**, a body corporate and politic of the State of New Jersey (the "Township"), with an address at 120 Village Green Drive, Woolwich, New Jersey 08085.

WITNESSETH:

WHEREAS, on May 6, 2019, the Township Council of the Township (the "Township Council") adopted Resolution #R-2019-129, authorizing the Township Joint Land Use Board to make an investigation and hold a public hearing to determine whether one or more blocks and lots on the official tax maps of the Township (the "Investigation Area") constitute an "area in need of redevelopment" pursuant to the Section 6 of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"); and

WHEREAS, Developer is the owner of one or more parcels within the Investigation Area (the "Developer Parcels"); and

WHEREAS, Developer approached the Township to discuss various development options for the Developer Parcels and further requested that such Developer Parcels be investigated as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, it is in the best interest of the Township and its residents for the costs of any investigations, planning, studies, pre-development and development activities relating to the Developer Parcels to be borne by the Developer, and not by the Township from its general municipal budget for which there is no appropriation; and

WHEREAS, Developer understands that the Township makes no representation, warranty, assurance or guaranty (i) as to the outcome of any investigation, study or determination as to whether the Developer Parcels meet the criteria pursuant to the Redevelopment Law as an area in need of redevelopment, (ii) if one or more Developer Parcels are designated as an area in need of redevelopment, that a redevelopment plan will be adopted by the Township Council, and/or (iii) if a redevelopment plan is adopted, that the Developer will be designated the "redeveloper" of said redevelopment area; and

WHEREAS, Developer has agreed to deposit with the Township the initial amount of Five Thousand Dollars (\$5,000.00) (the "Escrow Deposit"), to be deposited in an escrow account and disbursed in accordance with the provisions of this Agreement to defray certain costs incurred by or on behalf of the Township arising out of or in connection with any investigations, planning, studies, pre-development and development activities relating to the Developer Parcels, including but not limited to, prior work consisting of the investigation and preparation of a report to determine whether the

Developer Parcels constitute an area in need of redevelopment, the preparation of a redevelopment plan and the adoption of same by the applicable governing body(ies), the selection and designation of a redeveloper, the review, negotiation and/or preparation of any necessary agreements, assistance to the Township on any prospective project and due diligence and with the Township's efforts to assist Developer with project development, capital formation and implementation, and the preparation of any other documents or actions related to this project (collectively, the "Municipal Undertakings").

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Escrow Deposit. The Escrow Deposit set forth herein is separate from and in addition to all other application fees and escrow deposits that may be required by the Township pursuant to the terms of any future agreement, including any applications for land use approvals that may be needed to implement a potential project (the "Project"). Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Township pursuant to the terms of this Agreement.

2. Scope of Reimbursable Activities. (a) The Township and its professionals shall be entitled to be paid and/or reimbursed for all professional charges incurred in connection with the Municipal Undertakings; the preparation and review of all related documents and materials, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with Developer, its professionals, Township staff or retained professional(s) (collectively, the "Reimbursable Activities"). Payments or reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Agreement and is not contingent upon the outcome of the negotiations or execution of any or all agreements with Developer.

(b) Reimbursable Activities shall be reasonable and necessary. The Township shall select professionals to perform services for the Reimbursable Activities, the selection of which shall be made by the Township in its sole discretion.

3. Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Township in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced to this Agreement.

4. Payments from the Escrow Funds. (a) The Township shall use such funds to pay Reimbursable Activities.

(b) Developer shall not be charged for any costs and expenses that do not constitute Reimbursable Activities.

(c) Each payment for professional services charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-tenth (1/10) hour increments, the hourly rate, and specifying Reimbursable Activities. All professionals shall submit the required vouchers or statements to the Township on a monthly basis in accordance with the schedule and procedures established by the Township. Each professional shall simultaneously send an informational copy of each voucher or statement submitted to the Township to Developer; *provided*, that each such informational voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters.

5. Accounting and Additional Deposits. Upon the reasonable request of Developer, the Township shall prepare and send to Developer a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the escrow account. If at any time the balance in the escrow account falls below One Thousand Hundred Dollars (\$1,000.00), the Township shall provide Developer with a notice of the insufficient escrow deposit balance. Developer shall replenish the escrow account with additional funds such that the amount on deposit therein is Two Thousand Five Hundred Dollars (\$2,500.00) and such deposit shall be made within ten (10) business days of the Township's notice, failing which the Township may unilaterally cease work without liability to Developer. The Township agrees that, within three (3) business days after Developer replenishes the escrow account in the event of such deficiency, any unilateral cease work action by the Township shall be lifted and work by the Township and its professionals shall be permitted to recommence.

6. Close Out Procedures. Upon completion of the services set forth herein, Developer shall send written notice by certified mail to the Township, to the attention of the Township Administrator, requesting that the remaining balance of the Escrow Deposit be refunded. After receipt of such notice, the professional(s) shall render a final bill to the Township within thirty (30) days, and shall send an informational copy simultaneously to Developer. Within thirty (30) days of receipt of the final bill the Township shall pay all outstanding bills in accordance with this Agreement and render a written final accounting to Developer detailing the uses to which the escrow funds were put. Developer will not be responsible for any additional charges once the final accounting has been rendered by the Township in accordance with this section.

7. Disputed Charges. (a) Developer may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Township. A copy of such notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within ten (10) days from Developer's receipt of the informational copy of the professional's voucher. Failure to dispute a charge in writing within the prescribed time shall constitute Developer's acceptance of the charge and a waiver by Developer of all objections to the charge and to payment thereof out of the escrow account.

(b) If the Township and Developer cannot agree on the resolution of a disputed charge, the parties agree to arbitrate the matter, with a retired judge mutually agreeable to the parties acting as arbitrator. During the pendency of a dispute, the Township shall not pay the disputed charges out of the escrow account, but may continue to pay undisputed charges out of the escrow account.

8. Attorney Fees and Costs. In the event that either party institutes legal action against the other in connection with this Escrow Agreement, then, in addition to any other relief which the party may receive, the prevailing party shall be entitled to receive an award of reasonable attorney's fees and costs against the non-prevailing party. This provision does not apply to defaults and remedies under agreements other than this Escrow Agreement. Defaults and remedies under other agreements shall be in accordance with the terms of those agreements.

9. Governing Law. This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey or in a United States Court having jurisdiction in the District of New Jersey, in either case sitting in Gloucester County, New Jersey, and Developer hereby waives all objections to such venue.

10. Successors and Assigns. This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.

11. Review by Counsel. Interpretation of this Agreement shall be made without regard to or any presumption against or other rule requiring construction against Developer drawing or causing this Agreement to be drawn, as counsel for both Developer and the Township have combined in their review and approval of same.

12. Entire Agreement; No Modification Unless in Writing. This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.

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

14. Effective Date. This Agreement shall not become effective unless and until the initial Escrow Deposit is made.

[The balance of this page intentionally left blank; signatures appear on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Witness or Attest:

TOWNSHIP OF WOOLWICH

By: _____
Mayor

LOCKE PARTNERS, LLC

Rosa M. Angelastro

By: *Steven M. Eisner*
_____ Steven M. Eisner, Esq.,
Managing Member

RESOLUTION AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT BETWEEN THE TOWNSHIP OF WOOLWICH AND DPIF2 NJ 4 WOOLWICH 322, LLC

R-2019-231

WHEREAS, NJSA 55D-53 requires developers to post escrow towards payment of professional fees related to said development; and

WHEREAS, DPIF2 NJ 4 Woolwich 322, LLC is the contract purchaser of lands located within the Township of Woolwich and has requested that the Township consider said parcel(s) be added to a designated redevelopment area as an area in need of redevelopment; and

WHEREAS, it is in the best interest of the Township for the costs of investigations, studies, planning and development activities related to said parcel(s) be borne by the developer and not by the Township for which there is no appropriation; and

WHEREAS, the developer has agreed to deposit an initial amount of \$5,000 with the Township in an escrow to be held, maintained and dispersed by the Township for costs related to said redevelopment, predevelopment and development activities in accordance with an Escrow Agreement between the Developer and the Township, as attached hereto and incorporated within the body of this resolution by reference: and

WHEREAS, the Township Committee of the Township of Woolwich deems it to be in the best interest of the Township to enter into said Escrow Agreement;

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

1. That the Escrow Agreement between the Township of Woolwich and DPIF2 NJ 4 Woolwich 322, LLC as attached hereto be and is hereby authorized for execution by the Woolwich Township Mayor and Clerk.

Adopted this 7th 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 7th day of October, 2019.

Jane DiBella, Clerk

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made as of the ___ day of _____, 2019 by and between DPIF2 NJ 4 Woolwich 322, LLC ("Developer"), with an address at 67 Park Place East, Suite 540 Morristown, NJ 07960, and **THE TOWNSHIP OF WOOLWICH**, a body corporate and politic of the State of New Jersey (the "Township"), with an address at 120 Village Green Drive, Woolwich, New Jersey 08085.

WITNESSETH:

WHEREAS, on May 6, 2019, the Township Council of the Township (the "Township Council") adopted Resolution #R-2019-129, authorizing the Township Joint Land Use Board to make an investigation and hold a public hearing to determine whether one or more blocks and lots on the official tax maps of the Township (the "Investigation Area") constitute an "area in need of redevelopment" pursuant to the Section 6 of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"); and

WHEREAS, Developer is the owner of one or more parcels within the Investigation Area (the "Developer Parcels"); and

WHEREAS, Developer approached the Township to discuss various development options for the Developer Parcels and further requested that such Developer Parcels be investigated as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, it is in the best interest of the Township and its residents for the costs of any investigations, planning, studies, pre-development and development activities relating to the Developer Parcels to be borne by the Developer, and not by the Township from its general municipal budget for which there is no appropriation; and

WHEREAS, Developer understands that the Township makes no representation, warranty, assurance or guaranty (i) as to the outcome of any investigation, study or determination as to whether the Developer Parcels meet the criteria pursuant to the Redevelopment Law as an area in need of redevelopment, (ii) if one or more Developer Parcels are designated as an area in need of redevelopment, that a redevelopment plan will be adopted by the Township Council, and/or (iii) if a redevelopment plan is adopted, that the Developer will be designated the "redeveloper" of said redevelopment area; and

WHEREAS, Developer has agreed to deposit with the Township the initial amount of Five Thousand Dollars (\$5,000.00) (the "Escrow Deposit"), to be deposited in an escrow account and disbursed in accordance with the provisions of this Agreement to defray certain costs incurred by or on behalf of the Township arising out of or in connection with any investigations, planning, studies, pre-development and development activities relating to the Developer Parcels, including but not limited to, prior work consisting of the investigation and preparation of a report to determine whether the Developer Parcels constitute an area in need of redevelopment, the preparation of a redevelopment plan and the adoption of same by the applicable governing body(ies), the selection and designation

of a redeveloper, the review, negotiation and/or preparation of any necessary agreements, assistance to the Township on any prospective project and due diligence and with the Township's efforts to assist Developer with project development, capital formation and implementation, and the preparation of any other documents or actions related to this project (collectively, the "Municipal Undertakings").

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Escrow Deposit. The Escrow Deposit set forth herein is separate from and in addition to all other application fees and escrow deposits that may be required by the Township pursuant to the terms of any future agreement, including any applications for land use approvals that may be needed to implement a potential project (the "Project"). Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Township pursuant to the terms of this Agreement.

2. Scope of Reimbursable Activities. (a) The Township and its professionals shall be entitled to be paid and/or reimbursed for all professional charges incurred in connection with the Municipal Undertakings; the preparation and review of all related documents and materials, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with Developer, its professionals, Township staff or retained professional(s) (collectively, the "Reimbursable Activities"). Payments or reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Agreement and is not contingent upon the outcome of the negotiations or execution of any or all agreements with Developer.

(b) Reimbursable Activities shall be reasonable and necessary. The Township shall select professionals to perform services for the Reimbursable Activities, the selection of which shall be made by the Township in its sole discretion.

3. Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Township in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced to this Agreement.

4. Payments from the Escrow Funds. (a) The Township shall use such funds to pay Reimbursable Activities.

(b) Developer shall not be charged for any costs and expenses that do not constitute Reimbursable Activities.

(c) Each payment for professional services charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-tenth (1/10) hour increments, the hourly rate, and specifying Reimbursable

pay the disputed charges out of the escrow account but may continue to pay undisputed charges out of the escrow account.

8. Attorney Fees and Costs. In the event that either party institutes legal action against the other in connection with this Escrow Agreement, then, in addition to any other relief which the party may receive, the prevailing party shall be entitled to receive an award of reasonable attorney's fees and costs against the non-prevailing party. This provision does not apply to defaults and remedies under agreements other than this Escrow Agreement. Defaults and remedies under other agreements shall be in accordance with the terms of those agreements.

9. Governing Law. This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey or in a United States Court having jurisdiction in the District of New Jersey, in either case sitting in Gloucester County, New Jersey, and Developer hereby waives all objections to such venue.

10. Successors and Assigns. This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.

11. Review by Counsel. Interpretation of this Agreement shall be made without regard to or any presumption against or other rule requiring construction against Developer drawing or causing this Agreement to be drawn, as counsel for both Developer and the Township have combined in their review and approval of same.

12. Entire Agreement; No Modification Unless in Writing. This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.

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

14. Effective Date. This Agreement shall not become effective unless and until the initial Escrow Deposit is made.

[The balance of this page intentionally left blank; signatures appear on next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Witness or Attest:

TOWNSHIP OF WOOLWICH

By: _____
Mayor

DPIF2 NJ 4 Woolwich 322, LLC,
a Delaware limited liability company

Julie A. Fidd

By: _____
C. Douglas Lanning,
CFO and Secretary

**RESOLUTION CERTIFYING THAT ALL MEMBERS OF THE GOVERNING BODY HAVE REVIEWED THE
ANNUAL REPORT OF AUDIT FOR THE YEAR 2018
R-2019-232**

WHEREAS, N.J.S.A. 40A:5-4 requires the Governing Body of every local unit to have made an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit for the year 2018 has been filed by a registered Municipal Accountant with the Woolwich Township Clerk pursuant to N.J.S.A. 40A:5-6, and a copy has been received by every member of the Governing Body; and

WHEREAS, N.J.S.A. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the Governing Body of each municipality shall by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the Governing Body have reviewed, at a minimum, the sections of the annual audit entitled "Findings and Recommendations"; and

WHEREAS, all members of the Governing Body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Findings and Recommendations", as evidenced by the group affidavit form of the Governing Body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the governing body to the penalty provisions of N.J.S.A. 52:27BB-52-to wit:

N.J.S.A. 52:27BB-52- A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the Director, under the provisions of this Article, shall be guilty of a misdemeanor, and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his/her office.

NOW THEREFORE BE IT RESOLVED that the Township Committee in the Township of Woolwich hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

Adopted this 7th 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 7th day of October, 2019.

Jane DiBella, Clerk

**STATE OF NEW JERSEY
COUNTY OF GLOUCESTER**

We, members of the governing body of the Township of Woolwich, County of Gloucester, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Committee of the Township of Woolwich, County of Gloucester;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2018;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.) _____	(L.S.) _____

Clerk

Sworn to and subscribed before me this
_____ Day of _____

Notary Public of New Jersey

The Municipal Clerk shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH MAKING AN
ELEVATION WITHIN THE WOOLWICH TOWNSHIP POLICE
DEPARTMENT
R-2018-233**

WHEREAS, Patrolman Shane Stranahan was hired as an 8th Class Patrolman within the Township of Woolwich effective as of October 17, 2016; and

WHEREAS, the effective agreement between the Township of Woolwich and PBA Local #122 calls for the elevation in class after one year; and

WHEREAS, the Woolwich Township Committee, as the Appropriate Authority agrees to elevate said Officer to the position of 5th Class Patrolmen effective as of October 17, 2019;

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

1. That Officer Shane Stranahan, be and is hereby elevated to the position of 5th Class Patrolman for the Township of Woolwich effective as of October 17, 2019.
2. That in accordance with the Agreement between the Township of Woolwich and PBA Local #122, the salary for 5th Class Officers shall be \$59,169.50 prorated for the remainder of 2019.

Adopted this 7th 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 7th day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WOOLWICH SUPPORTING THE
EXPLORATION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF LOGAN FOR SOLID
WASTE/RECYCLING COLLECTION AND DISPOSAL
R-2019-234**

WHEREAS, pursuant to N.J.S.A. 40A:65-1 et seq., any local unit of the State may enter into a contract with any other local unit or units for the joint provision within their jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the Governor of the State of New Jersey is committed to supporting and advancing local government shared service solutions to enhance the provision of local services and alleviate the property tax burden on the State's residents and businesses; and

WHEREAS, the Governor of the State of New Jersey, with the support of the State Legislature, has authorized State funding to support Shared Services initiatives; and

WHEREAS, the Governor of the State of New Jersey, appointed bipartisan Shared Service Czars to lead the Shared Services effort; and

WHEREAS, the Division of Local Government Services in the Department of Community Affairs (the "Division") has assembled a team of professional Technical Advisors to support these endeavors; and

WHEREAS, the Division of Local Government Services in the Department of Community Affairs (the "Division") may, upon request from the municipality, provide a fair, consistent and judicious analysis that promotes efficiency, effectiveness, and performance for the welfare of all parties concerned while applying fiscal restraints and ensuring Attrition and or Soft Landings for any employees affected by the shared services agreement; and

WHEREAS, the Township Committee of the Township of Woolwich recognizes that shared services may result in property tax relief and enhances services for its constituents; and

WHEREAS, the Township of Woolwich wishes to explore the possibility of sharing services in the area of Solid Waste and Recycling Collection and Disposal with the Township of Logan; and

WHEREAS, the Township of Woolwich seeks technical assistance through the Division to conduct a feasibility study of the potential for a successful shared service for Trash and Recycling Collection and Disposal with the Township of Logan;

NOW THEREFORE BE IT RESOLVED that the Township Committee of the Township of Woolwich hereby endorses undertaking a shared services study; and

BE IT FURTHER RESOLVED that the Woolwich Township Mayor is hereby authorized to take all necessary actions to allow for and support Woolwich Township's participation in this assessment.

Adopted this 7th day of October, 2019

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

RESOLUTION NO. R-2019-235

**TOWNSHIP OF WOOLWICH
COUNTY OF GLOUCESTER**

**RESOLUTION DESIGNATING WOOLWICH GARDENS REALTY, LLC
REDEVELOPER OF BLOCK 28.01, LOT 2 ON THE OFFICIAL TAX MAPS OF THE
TOWNSHIP OF WOOLWICH WITHIN THE WEATHERBY TOWN CENTER
REDEVELOPMENT AREA**

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

WHEREAS, the Township Committee serves as an instrumentality and agency of the Township of Woolwich (“the Township”) pursuant to the LRHL for the purpose of implementing redevelopment plans and carrying out redevelopment projects; and

WHEREAS, N.J.S.A. 40A:12A-8 authorizes the Township to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in an area in need of redevelopment; 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; an

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 hereby appoints Woolwich Gardens Realty, LLC, or its successor or assigned, as the conditional redeveloper of the Property subject to among other things the successful negotiation of a Redevelopment Agreement for the Property; and

WHEREAS, the Township has successfully negotiated a Redevelopment Agreement for the Property and desire to appoint Woolwich Gardens Realty, LLC, as the Redeveloper of the Property upon the execution of the Redevelopment Agreement and in accordance with the terms of the Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Woolwich in the County of Gloucester, State of New Jersey that it hereby designates Woolwich Gardens LLC, as the designated redeveloper of the Property, subject to the following terms and conditions:

1. **REDEVELOPMENT AGREEMENT.** The Redevelopment Agreement attached hereto as Exhibit "A" is hereby authorized and approved and upon execution and delivery by the Redeveloper the Township Administrator and Mayor are each hereby authorized to execute such Redevelopment Agreement, whereupon the conditional redevelopment designation shall be superseded.
2. **ESCROW.** An Escrow shall be posted by the Redeveloper in an amount to be determined by the Township to cover the Township's redevelopment-related professional costs associated with this project.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately pursuant to law.

Adopted this 7th 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 7th day of October, 2019.

Jane DiBella, Clerk

**REDEVELOPMENT AGREEMENT BETWEEN THE TOWNSHIP OF
WOOLWICH AND WOOLWICH GARDENS REALTY, LLC FOR
BLOCK 28.01, LOT 2**

THIS REDEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2019, by and between **WOOLWICH GARDENS REALTY, LLC**, having an address of 717 Brandywine Drive, Moorestown, NJ 08057 (hereinafter designated as the “Redeveloper”), 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 (hereinafter designated as the “Township”).

PREAMBLE

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.* (“LRHL”), set forth at N.J.S.A. 40A:12A-6(a), the Township Committee of the Township of Woolwich (“Township Committee”), by Resolution No. R-2018-206, designated Block 4, Lots 1, 2, 3.03 and 4, Block 28.01, Lot 2, and Block 28.02, Lots 11 and 11.02 to be an area in need of redevelopment (the “Redevelopment Area”); and

WHEREAS, the Township adopted by Ordinance No. 2018-16, the Weatherby Town Center Redevelopment Plan, which sets forth, *inter alia*, the plan for the Redevelopment Area; and

WHEREAS, the Township adopted by Ordinance No. 2018-17, an amendment to the Weatherby Town Center Redevelopment Plan titled the Weatherby Town Center Redevelopment Plan Amendment (and together with the Weatherby Town Center Redevelopment Plan, as amended, the “Redevelopment Plan”); and

WHEREAS, the property known and designated as Block 28.01, Lot 2 on the Official Tax Map of the Township (hereinafter designated as the “Property”) is located within the Redevelopment Area; and

WHEREAS, in accordance with the Redevelopment Plan, approval was sought for minor subdivision approval of the Property whereby two (2) new lots and a remainder lot were created, and also sought preliminary and final site plan approval for the remainder Lot 2 (“Lot 2”) for the construction of a one story assisted living facility of approximately forty-five thousand (45,000) square feet (the “Project”); and

WHEREAS, by Resolution No. 2019-12, the Woolwich Township Joint Land Use Board approved the minor subdivision and preliminary and final site plan approval for the Project, and

WHEREAS, Resolution No. 2019-12 conditioned the approval for the Project on the Redeveloper entering into a Redevelopment Agreement with the Township; and

WHEREAS, the LRHL, N.J.S.A 40A:12A-8(f), authorizes the Township to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, the Township and the Redeveloper have engaged in such negotiations and the Township Committee has determined that it is in the best interests of the Township to enter into this Agreement with the Redeveloper for the construction of the Project within the Redevelopment Area pursuant to the provisions of the Redevelopment Plan; and

WHEREAS, the Township Committee has designated the Redeveloper to undertake the construction of the Project on the Property within the Redevelopment Area.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged by each of the parties, and further, to implement the purposes of the LRHL and the Redevelopment Plan, the parties hereto agree as follows:

1. **Township Responsibilities.**

a. The Township shall join in or support any applications which are consistent with the terms of this Agreement, and shall execute any documents required in connection with obtaining necessary approvals and otherwise to cooperate with the Redeveloper with respect thereto; and

b. The Township shall enter into a Financial Agreement as set forth in Section 4 hereof.

2. **Redeveloper Responsibilities.**

a. Urban Renewal Entity. The Redeveloper shall file an Urban Renewal Disclosure Information Form with the New Jersey Department of Community Affairs for approval of the Urban Renewal Entity to be known as “Woolwich Gardens Realty Urban Renewal, LLC.” Upon receipt of approval from said authority, the Redeveloper shall file the appropriate Certificate of Amendment with the New Jersey Division of Revenue to change the name of the Redeveloper to Woolwich Gardens Urban Renewal Realty, LLC.

b. Improvements and Construction. Subject to the Redeveloper acquiring title to the Property, the Redeveloper agrees to construct an assisted living facility on Lot 2 in accordance with the Woolwich Township Joint Land Use Board, Resolution No. 2019-12 (the “Board Approvals”) attached hereto as Exhibit A. The Redeveloper will use its best efforts to complete the Project according to the Board Approvals and this Agreement.

c. Use of Subcontractors. The Redeveloper will use its best judgment to engage reputable contractors to construct the improvements as called for in the Board Approvals.

By way of example, and not by way of limitation, the Redeveloper may hire carpenters, electricians, heating and air conditioning specialists, plumbers, masons, painters and general contractors. Each contractor must be licensed with the State of New Jersey, or provide proof that no such license is required. In addition, each contractor must warrant the quality of their workmanship for a period of time that is standard in the particular industry. In addition, each contractor must have liability insurance in full force and effect in amounts that are standard in the particular industry. The Redeveloper shall use its reasonable discretion to determine guarantees and liability insurance that are standard to a particular profession.

d. Cost of the Project. The cost of construction of the improvements and all other Project costs shall be borne by the Redeveloper.

e. Timing of the Project. The Redeveloper shall diligently pursue all necessary governmental approvals for the Project. Construction of the improvements shall commence upon the Redeveloper's acquisition of the Property and of all necessary approvals and such other governmental approvals and permits as may be required for the issuance of a building permit, including, without limitation, soil conservation district approval, New Jersey Department of Environmental Protection for any wetlands, if any, located on the Property and New Jersey Department of Transportation permits, if necessary. Provided there is no pending litigation or challenge by a third party to this Agreement, the Financial Agreement, the Redevelopment Plan, or any the approvals relating to the Project, construction shall be completed within eighteen (18) months following the Redeveloper's acquisition of the Property, receipt of all necessary approvals and permits, and the execution of this Agreement and the Financial Agreement as provided in Section 4 hereof.

f. General Development Requirements.

1) Scope of Undertaking. The services and responsibilities undertaken by the Redeveloper hereunder include all aspects of the design, development and construction of the Project, including, without limitation, all design, engineering, permitting and administrative aspects, the performance of or contracting for and administration and supervision of all physical work required in connection with the Project and each component thereof, arrangements for interim and final inspections and any other actions required to satisfy the requirements of any applicable Project permits (all of the foregoing undertakings and the work product thereof being referred to collectively in this Agreement as the "Work"), the administration, operation and management, or contracting for the administration, operation and management of the Project and all components of the Project.

2) Standards of Construction. Without limitation, all work on the Project shall be performed in a good and workmanlike manner, with the best quality materials called for under the Board Approvals. All construction shall be in accordance with the Uniform Construction Code codified at N.J.A.C. 5:23-1 et seq., or as appropriate.

3) Compliance with Law. The Project and all Work performed and materials, fixtures and equipment used or installed in connection therewith shall be in full compliance with all applicable laws.

4) Payment of Construction Costs. The Redeveloper shall pay or cause to be paid when due all costs and expenses, including, without limitation, all contractors requisitions and the cost of materials and equipment incurred in connection with the Work and all fees and expenses of any consultants and professionals and like providers acting for or on behalf of the Redeveloper.

g. Permits and Approvals. The Redeveloper shall apply for and obtain all permits, licenses and approvals necessary to construct the Project. The Township must be notified in writing of any significant changes to the Project set forth in Exhibit A.

h. Certificate of Completion. The Project shall be deemed to be complete and a Certificate of Completion shall be issued by the Township at such time as the Redeveloper has performed the improvements described in Exhibit A as evidenced by issuance of a Certificate of Occupancy. Upon completion of the Work, and upon the request of the Redeveloper, the Township agrees to issue a Certificate of Completion in form and content satisfactory to the Redeveloper and in proper form for recording which shall acknowledge that the Redeveloper has completed performance of all of its duties and obligations under this Agreement and all other agreements referred to herein and/or annexed hereto and has completed the Work in accordance with the requirements of this Agreement. Such Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement, including, but not limited to, the agreements and covenants set forth in Section 3. The Certificate of Completion shall constitute a conclusive determination that the conditions determined to exist at the time the Redevelopment Area was determined to be an area in need of redevelopment shall be deemed to no longer exist as to Lot 2. In the event that the Township shall fail to provide such Certificate of Completion within thirty (30) days after written request by the Redeveloper, the Township shall provide the Redeveloper with a written statement setting forth in detail the respects in which it believes that the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement or any other applicable agreement and what measures or acts will

be necessary in the opinion of the Township in order for the Redeveloper to be entitled to such Certificate of Completion.

3. **Restrictions on Use and Encumbrances.**

a. Effect of Covenants. The covenants to be imposed upon the Redeveloper, its successors and assigns, pursuant to this Section 3 of this Agreement, shall set forth that the Redeveloper and its successors and assigns shall construct only the Project set forth in this Agreement or, upon the prior written consent of the Township, a use established in the Redevelopment Plan, subject to termination being automatic upon termination under Section 2.h. and this Section 3.

b. Term of Covenants and Restrictions. The covenants and restrictions imposed upon the Redeveloper, its successors and assigns, pursuant to this Agreement, including, without limitation, covenants in Section 3.a. above, shall be deemed satisfied and/or of no further force and effect, and this Agreement shall terminate upon the issuance of the Certificate of Completion referenced in Section 2.h. of this Agreement.

4. **Conditions Precedent to Township and Redeveloper's Responsibilities.**

The Township and the Redeveloper shall enter into the attached Financial Agreement for a period of thirty (30) years for the payment of real estate taxes for the Project commencing upon the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy. The Financial Agreement shall be executed upon receipt of the New Jersey Department of Community Affairs approval of the Redeveloper's application for status as an Urban Renewal Entity. The Financial Agreement provides that the Redeveloper or its assigns shall pay an Annual Service Charge ("ASC") of One Hundred Forty-Seven Thousand Four Hundred Seventy-Nine Dollars (\$147,479.00) for the first ten (10) years following completion of

the Project. Thereafter, the ASC shall be adjusted every five years in accordance with the terms of the Financial Agreement and as provided by law. The Redeveloper shall file an application for a tax exemption prior to beginning the Project.

5. **Warranties and Representations.**

a. The Redeveloper's Representations, Warranties and Covenants. The Redeveloper hereby represents and warrants to, and covenants with the Township that:

1) Organization. The Redeveloper has all requisite power and authority to enter into this Agreement.

2) Authorization; No Violation. The execution, delivery and performance by the Redeveloper of this Agreement have been duly authorized by all necessary action and will not violate the certificate of formation, operating agreement or any other formation or operating document of the Redeveloper or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which the Redeveloper is a party or by which the Redeveloper or its material assets may be bound or affected.

3) Valid and Binding Obligations. The person executing this Agreement on behalf of the Redeveloper has been duly authorized and empowered and this Agreement has been duly executed and delivered by the Redeveloper and constitutes the valid and binding obligation of the Redeveloper.

4) Litigation. No suit is pending or anticipated against the Redeveloper which could have a material adverse effect upon the Redeveloper's performance under this Agreement or the financial condition or business of the Redeveloper. There are no outstanding judgments against the Redeveloper that would have a material adverse effect upon

the assets or properties of the Redeveloper or which would materially impair or limit the ability of the Redeveloper to enter into or carry out the transactions contemplated by this Agreement.

5) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the Redeveloper is a party or is otherwise subject.

6) No Violations of Laws. The Redeveloper has received no notice as of the date of this Agreement asserting any noncompliance in any material respect by the Redeveloper with applicable statutes, rules and regulations of the United States of America, the State of New Jersey or of any other state or municipality or agency. The Redeveloper is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority that is in any respect material to the transactions contemplated hereby.

7) Qualifications of the Redeveloper and Contractors. The Redeveloper and each of its consultants, subcontractors, affiliates and agents is and will be experienced and properly qualified to undertake the responsibilities and perform the Work provided for in or contemplated under this Agreement and that it and they are and will be properly equipped, organized and financed to perform all such work and undertake all such responsibilities hereunder.

b. The Township's Representations, Warranties and Covenants. The Township hereby represents and warrants to, and covenants with, the Redeveloper that:

1) Organization. The Township is a public body politic of the State of New Jersey. The Township has all requisite power and authority to enter into this Agreement.

2) Authorization; No Violation. The execution, delivery and performance by the Township of this Agreement are within the authority of the Township and will not violate the statutes, rules and regulations establishing the Township and governing its activities, have been duly authorized by all necessary government action and will not result in the breach of any material agreement to which the Township is a party or to the best of its knowledge and belief, any other material agreement by which the Township or its material assets may be bound or affected.

3) Valid and Binding Obligations. The person executing this Agreement on behalf of the Township has been duly authorized and empowered and this Agreement has been duly executed and delivered by the Township and constitutes the valid and binding obligation of the Township.

4) Litigation. No suit is pending or affects the Township that could have a material adverse effect upon the Township's performance under this Agreement or the financial condition or business of the Township. There are no outstanding judgments against the Township that would have a material adverse effect upon the assets or properties of the Township or which would materially impair or limit the ability of the Township to enter into or carry out the transactions contemplated by this Agreement.

5) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the Township is a party or is otherwise subject.

6) No Violation of Laws. The Township has received no notice as of the date of this Agreement asserting any noncompliance in any material respect by the Township with applicable statutes, rules and regulations of the United States of America, the State of New

Jersey or any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement; and the Township is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby.

7) Approvals. The Township hereby warrants the validity of all approvals received from the Township regarding the Project. Further, the Township hereby represents and warrants the validity of the processes and procedures concerning the designation of the Property as an area in need of redevelopment, the adoption of the Redevelopment Plan, and the proposed Financial Agreement to be executed by the parties in connection with the Project.

In the event any of the Township's representations, warranties and/or covenants contained in Section 5(b)(4), (6) or (7) hereof are challenged by any third party or are determined to be incorrect or invalid, the Township shall, at its sole cost and expense, take whatever actions may be necessary, including, but not limited to, the institution or defense of any legal proceedings, to defeat any challenge and to make any of the foregoing representations, warranties and/or covenants correct and valid.

6. Assignment of Rights.

a. Neither party to this Agreement may assign its rights hereunder to another person or entity without the prior written consent of the other party. The Redeveloper may only be relieved of its rights and obligations under the terms of this Agreement, if it obtains the consent of the Township of the said entity as contemplated in this Section 6.a., and said entity agrees to assume all rights and obligations of the Redeveloper under the terms of this Agreement.

b. This Agreement may not be assigned to a lender providing acquisition and construction financing for the Project and/or any purchaser at foreclosure of any such financing without the consent of the Township, which shall not be unreasonably withheld, delayed or conditioned.

7. **Events of Default.**

a. In addition to the specific obligations set forth in this Agreement, and provided there is no pending litigation or challenge by a third party to this Agreement, the Financial Agreement, the Redevelopment Plan, or any the approvals relating to the Project, the Redeveloper shall be deemed in default of its obligations under this Agreement if the Redeveloper fails to perform any of its obligations hereunder, including: (i) failure to begin the improvements identified in Exhibit A within one hundred eighty (180) days of receipt of all local approvals, building permits and the execution of this Agreement and the Financial Agreement referenced herein; (ii) failure to proceed with the improvements identified in Exhibit A in a diligent manner; or (iii) failure to complete the improvements identified in Exhibit A within eighteen (18) months from the date of receipt of all local approvals, building permits and the execution of this Agreement and the Financial Agreement referenced herein.

b. The Township shall be deemed in default of its obligations under this Agreement upon the Township's failure to perform any of its obligations hereunder.

c. The parties agree that if the Township defaults on its obligations in this Agreement, the Redeveloper's remedy in addition to asserting any other claims permitted by law, may be to seek specific performance.

d. If either party defaults on its obligations in this Agreement, the party that defaults shall reimburse the other party for all out-of-pocket expenses including reasonable

attorneys' fees and other professional fees related to the performance of its obligations pursuant to this Agreement incurred prior to the date of default and all reasonable attorneys' fees and other professional fees incurred to enforce its rights pursuant to this Agreement.

e. Except as otherwise provided in this Agreement, in the event of default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, such party shall, upon written notice from the other, proceed immediately to cure such default or breach within thirty (30) days after receipt of such notice.

8. **Notices and Demands.**

A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by national overnight courier with delivery confirmation, such as Federal Express, or Express Mail or by facsimile transmission (evidenced by printed confirmation of receipt specifying the receiving telephone number) or delivered personally (with written acknowledgment of receipt by the individual named in the "attention line" of the address hereinafter set forth) to the parties at their respective addresses (or facsimile numbers, as the case may be) set forth herein,

If to the Township, to:

Township of Woolwich
Attn: Township Administrator
120 Village Green Drive
Woolwich Township, New Jersey 08085

with a copy to:

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

If to the Redeveloper, to:

Woolwich Gardens Realty, LLC
Attn: Tarak Akrouf
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

9. **Affordable Housing Obligation and the Statewide Nonresidential Housing Fee.**

The parties acknowledge the nature of the assisted living facility providing residences to certain qualified individuals, and the pre-existing agreements for development concerning development fees. The parties will work to address what, if any, obligation exists for the Project as to affordable housing and/or the Statewide Non-Resident Housing Fee.

10. **Miscellaneous.**

a. **Negation of Third Party Beneficiaries.** The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

b. **Amendment.** No alteration, amendment or modification hereof shall be valid unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement.

c. **Consents.** Unless otherwise specifically provided herein, no consent or approval by the Township or by the Redeveloper permitted or required under the terms of this

Agreement shall be valid or be of any force whatsoever unless the same shall be in writing, signed by an appropriate representative of the party by or on whose behalf such consent is given.

d. Governing Law; Litigation. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principal of choice of laws, and any disputes or actions arising from this Agreement shall be commenced and prosecuted in a court of the State of New Jersey.

e. Statutory and Code References. References in this Agreement to any provision of the New Jersey Statutes Annotated (N.J.S.A.), the New Jersey Administrative Code (N.J.A.C.) and any other references in this Agreement to the provisions of any compilation of laws, ordinances, statutes, rules or regulations having the force and effect of law shall mean and include any such provision as the same may be from time to time amended, to any regulations from time to time enacted or promulgated to implement the same and to any recompiled or successor provision dealing with the same or related subject matter.

f. Severability. If any article, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that no such severance shall serve to deprive either party of the enjoyment of its substantial benefits under this Agreement.

g. Binding Effect. Except as may otherwise be provided herein to the contrary, this Agreement and each of the provisions hereof shall be binding upon and inure to the benefit of the Redeveloper, the Township and their respective permitted successors and assigns.

h. Waiver. The failure of the Township or the Redeveloper to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the Township or the Redeveloper of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the Redeveloper or the Township. No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligation beyond those expressly waived in writing to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of any other party.

i. Implementation of Agreement and Redevelopment Plan. The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions of this Agreement and the Redevelopment Plan. The Township further agrees to take such action as may be reasonably requested by any lender of the Redeveloper in connection with obtaining

financing for the Project; provided, however, that the reasonable cost of such action shall be borne by the Redeveloper.

j. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between the Redeveloper and the Township, their relationship being solely as contracting parties under this Agreement.

k. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

l. Date of this Agreement. As used in this Agreement, the terms “date of this Agreement,” “date hereof” and words of similar import shall mean and refer to the date set forth in the first paragraph of the text of this Agreement.

m. Prior Agreements Superseded. This Agreement supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. Except as aforesaid, this Agreement, together with any other documents executed by the parties contemporaneously herewith, contains the entire understanding between the Parties with respect thereto.

n. Exhibits. All exhibits referred to herein shall be considered a part of this Agreement as fully and with the same force and effect as if such exhibits had been included within the text of this Agreement in full.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed and their corporate seals (where applicable) affixed and attested to as of this day and year first above written.

Witness:

WOOLWICH GARDENS REALTY, LLC

By: _____
Tarak Akrouf, Manager

Witness:

Jane DiBella,
Township Administrator/Clerk

TOWNSHIP OF WOOLWICH

By: _____
Vernon Marino, Mayor

RESOLUTION AUTHORIZING THE WOOLWICH TOWNSHIP JOINT LAND USE BOARD TO REVIEW AND CONSIDER ADOPTION OF AN AMENDED ENVIRONMENTAL RESOURCE INVENTORY (ERI) PLAN AS A PART OF ITS MASTER PLAN RE-EXAMINATION REPORT

R-2019-236

WHEREAS, the Township of Woolwich has integrated an Environmental Resource Inventory (ERI) into its Master Plan Planning Documents; and

WHEREAS, the ERI Document identifies and addresses local environmental issues such as land use, water quality and quantity, flooding, wildlife habitat, natural vegetation, open space and recreation; and

WHEREAS, it is necessary to review and amend said inventory periodically in the best interest of the Township; and

WHEREAS, with the assistance of the Delaware Regional Planning Commission, the Woolwich Township ERI was recently updated, and a copy of said plan is incorporated into this resolution by reference; and

WHEREAS, the Township Committee of the Township of Woolwich wishes to recommend this document to the Woolwich Township Joint Land Use Board for their review and consideration of adoption as a part of its next Master Plan Re-Examination Report;

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

That the Woolwich Township Committee hereby agrees to forward the Environmental Resource Inventory as attached hereto to the Woolwich Township Land Use Board for consideration of adopting into its next Master Plan Re-examination Report.

Adopted this 7th 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 7th day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH REJECTING BIDS FOR 2018 NJDOT
MUNICIPAL AID PROGRAM-RAINEY AND VIERECK ROADS
R-2019-237**

WHEREAS, the Township of Woolwich authorized bids for a project known as 2018 NJDOT Municipal Aid program-Rainey and Viereck Roads; and

WHEREAS, on August 15, 2019, bids were received from the following and in the amounts shown:

Contractor	Lump Sum Total
Arawak Paving Company	\$496,900.00
American Asphalt	\$541,329.50
South State, Inc.	\$556,918.38

And:

WHEREAS, said bids were rejected due to funding deficiencies and the project was re-advertised with a break out of projects as alternates; and

WHEREAS, on September 26, 2019, bids were received from the following and in the amounts shown:

	Base	Alt. #1	Total
Arawak Paving	\$361,700.	\$144,600.	\$506,300.
American Asphalt	\$403,490.	\$140,462.50	\$543,952.50
South State	\$414,722.11	\$167,347.27	\$582,069.38

WHEREAS, the Township of Woolwich was awarded funding in the amount of \$270,000.000 through a 2018 NJDOT Grant; and

WHEREAS, the amount bid by the low bidder exceeds the funding anticipated for said project, including the amount of grant funding; and

WHEREAS, the Township of Woolwich reserves the right to accept or reject any bids; and

WHEREAS, by this determination, the Township Committee of the Township wishes to reject all submitted bids;

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

1. That the bids submitted by the above referenced bidders, be and are hereby rejected.
2. That the Woolwich Township Clerk be and is hereby authorized and directed to return the bid bonds submitted with said bids.

Adopted this 7th day of October, 2019

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

**RESOLUTION AUTHORIZING TOTALLY DISABLED VETERAN EXEMPTION-Block 2.16 Lot 11
R-2019- 238**

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 Thomas J Leisner 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 previous owner is responsible for the first 61 days of the 3rd quarter of 2019 tax year.

Block 2.16	Lot 11	Corelogic/Leisner	\$ 667.10 refund & cancel 3rd qtr. 2019
			1,979.77 cancel 4 th qtr. Taxes 2019
			1,971.90 cancel 1 st qtr. Taxes 2020
			1,971.90 cancel 2 nd qtr. Taxes 2020

TDV was approved on August 30, 2019

Adopted this 7th 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 7th day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING STREET OPENING PERMIT TO SOUTH JERSEY
GAS-4 VICTORIA DRIVE
R-2019-239**

WHEREAS, a Street Opening Permit application has been filed by South Jersey Gas Company for a street opening permit to install gas service to 4 Victoria Drive per the attached application; and

WHEREAS, the 2019 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 **4 Victoria Drive** 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 7th 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 4th day of October, 2019.

Jane DiBella, Clerk

RESOLUTION MAKING AN APPOINTMENT AS POLICE CHAPLAIN

R-2019-240

WHEREAS, the Woolwich Township Police Department has instituted the unpaid position of Police Chaplain within its Department, for use at times of tragic events that may take place at such times in the township where the services of a Chaplain could be of assistance; and

WHEREAS, the Woolwich Township Police Chief has recommended the appointment of Rev. Gregory M. Wilson to serve in this capacity; and

WHEREAS, based on such recommendation, the Woolwich Township Committee agrees to make said appointment;

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

That Rev. Gregory M. Wilson, be and is hereby appointed as a Chaplain within the Woolwich Township Police Department to serve the Department on an as needed, unpaid basis effective this day.

Adopted this 7th 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 7th day of October, 2019.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING HIRING WITHIN THE WOOLWICH TOWNSHIP JOINT MUNICIPAL COURT
OFFICE
R-2019-241**

WHEREAS, the Woolwich Township Municipal Court Office is in need of a Full Time Deputy Court Administrator and a Part Time Secretarial Assistant due to the resignation of Jordan Higgins from the Deputy Court Administrator Position and further due to the Shared Service Agreement for Joint Court with South Harrison Township and the Borough of Swedesboro; and

WHEREAS, said positions were advertised and interviews were held in accordance with Township Policy; and

WHEREAS, with the assistance of the Office of Administrative Courts and at the recommendation of the Court Administrator, the Township wishes to hire Cristina N. Bowen to the position of Deputy Court Administrator and Stefanie Troiani to the PT Assistant Position;

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

1. That Christina Bowen be and is hereby hired to fill a full time position as Deputy Court Administrator at a rate of \$32,500 annually prorated for the remainder of 2019 effective as of October 21, 2019.
2. That Stefanie Troiani be and is hereby hired to fill a part time secretarial assistant position effective as of October 15, 2019 at the rate of \$12.50/hr.
3. That hours worked for the part time position will be at the discretion of the Woolwich Township Court Administrator, but at no time will exceed thirty (30) hours per week.

Adopted this 7th 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 7th day of October, 2019.

Jane DiBella, Clerk