

**AGENDA
WOOLWICH TOWNSHIP COMMITTEE
SPECIAL CLOSE-OUT MEETING
DECEMBER 30, 2019**

Call to order:

The December 30, 2019 Special Close-Out Meeting for the Year 2019 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:

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

Ordinance:

2019-25 An Ordinance of the Township of Woolwich, County of Gloucester, State of New Jersey Adopting an Amendment to the Redevelopment Plan for Numerous Blocks and Lots Known as "Kings Landing" Pursuant to N.J.S.A. 40A:12A-1 et. seq. Second Reading/Public Hearing

2019-26 Ordinance of the Township of Woolwich Amending Chapter 155 of the Woolwich Township Code Entitled "Solid Waste" Second Reading/Public Hearing

Resolutions:

R-2019-298 Resolution of the Township of Woolwich Authorizing the Execution of an Agreement Between the Township of Woolwich and Liberty Venture I, LP

R-2019-299 Resolution Authorizing the Tax Collector to Transfer or Refund Overpayment of Taxes

Old Business: Solid Waste Cart Pricing and Vegetative Carts

Personnel Updates

New Business: Annual Appointments

Accept Resignation of Alan Schwager from Joint Land Use Board

Litigation

R-2019-300 Resolution for Closed Session Personnel

Any Other Business:

Approval of Minutes: December 16, 2019 and Closed Session

Approval of Bills and P.O.'s:

Adjournment:

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

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

**AN ORDINANCE OF THE TOWNSHIP OF WOOLWICH, COUNTY OF
GLOUCESTER, STATE OF NEW JERSEY ADOPTING AN AMENDMENT TO THE
REDEVELOPMENT PLAN FOR NUMEROUS BLOCKS AND LOTS KNOWN AS
KINGS LANDING PURSUANT TO N.J.S.A. 40A:12A-1 *et. seq.***

2019-25

WHEREAS, on July 17, 2017, the Woolwich Township Committee passed Ordinance 2017-12 adopting the “Kings Landing Redevelopment Plan which included numerous Blocks/Lots along the Rte. 322 corridor (“Kings Landing at Woolwich Township”) pursuant to N.J.S.A. 40A:12A-7; and

WHEREAS, it was determined that certain amendments to said Redevelopment Plan were required to add various Blocks/Lots; and

WHEREAS, Resolution R-2019-92 was adopted on March 18, 2019, Resolution R-2019-114 was adopted on April 5, 2019 and Resolution R-2019-129 was adopted on May 6, 2019 to recommend the addition of specific Blocks/Lots to the Joint Land Use Board to recommend a Preliminary Investigation Report in this regard; and

WHEREAS, on July 18, 2019, the Woolwich Township Joint Land Use Board held a public hearing and thereafter adopted Resolution 2019-23 stating that said parcels met the identified criteria and therefore constituted a non-condemnation Area in Need of Redevelopment and recommended adoption of the Redevelopment Investigative Report by the Woolwich Township Committee which was thereafter adopted by Resolution R-2019-194 on August 5, 2019; and

WHEREAS, Maser Consulting and Remington and Vernick Engineers have consulted, prepared and issued a report entitled “Kings Landing Amended Redevelopment Plan” dated December 2019 and same was reviewed by the Woolwich Township Joint Land Use Board and recommended back to the Woolwich Township Committee for consideration and action pursuant to N.J.S.A. 40A:12A-7. A copy of the report in its entirety is attached and incorporated into this Ordinance by way of reference; and

WHEREAS, the purpose of this Amended Redevelopment Plan is to expand the redevelopment plan area and add special use and design standards as part of a redevelopment plan overlay with the ultimate goal of facilitation of redevelopment of the combined area; and

WHEREAS, the Township Committee of the Township of Woolwich desires to adopt said Amended Redevelopment Plan;

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

1. The Amended Redevelopment Plan entitled “Kings Landing Amended Redevelopment Plan” and the findings contained therein, be and are hereby adopted by the Township of Woolwich.

2. The Woolwich Township Committee notes that the power of eminent domain is not made a part of the Redevelopment Plan in question; and

3. The above referenced Amended Redevelopment Plan will be on file in the office of the Woolwich Township Clerk for review by the public during normal business hours.

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 16TH day of December, 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 which time any interested person(s) may be heard. Said meeting is to be conducted on the 30th day of December, 2019 at the Woolwich Township Building, 120 Village Green Drive, Woolwich Township, New Jersey, beginning at 7:00 p.m.

Jane DiBella, Clerk

CERTIFICATION OF ADOPTION

The foregoing Ordinance was adopted upon second reading and subsequent to a public hearing at a meeting of the Woolwich Township Committee on the 30th day of December, 2019.

Jane DiBella, Clerk

**ORDINANCE OF THE TOWNSHIP OF WOOLWICH AMENDING CHAPTER 155 OF THE WOOLWICH
TOWNSHIP CODE ENTITLED "SOLID WASTE"
2019-26**

WHEREAS, the Township of Woolwich will enter into a Shared Service Agreement with the Township of Logan for the collection and disposal of solid waste, recycling and vegetative materials effective as of January 2, 2020; and

WHEREAS, it is necessary to amend Chapter 155 of the Woolwich Township Code to amend and enact the collection regulations in conformance with those of the Township of Logan;

NOW THEREFORE BE IT ORDAINED by the Township Committee of the Township of Woolwich that the following amendments be enacted:

Section 1-AMENDMENTS

The following changes are to be made throughout the Ordinance as noted below:

155-5 Definitions

Item shall be changed to read as follows:

Bulk Item

A product too large to fit into a container, and/or household furniture.

155-6 Contract Procedure; places served; exceptions shall be amended to read as follows:

B. Combined trash and recycling collection, removal and disposal will be available from all municipal and residential sectors.

C. Delete the word "regulators" and change to "regulations".

155-9 Container limits shall be amended to read as follows:

A. Delete and Replace as follows:

A. Automated trash collection.

Three ninety-five-gallon containers (also referred to herein as "containers") will be assigned by serial number recorded by the Woolwich Township Public Works Department to each residential taxable property and will remain the property of the Township of Woolwich. One container shall be designated for recyclable material, one container shall be designated for non-recyclable refuse, and one container shall be designated for yard waste.

- 1) If a resident vacates the premises, the container(s) assigned to that residence must be left behind for the new resident. It is a precondition of obtaining a certificate of occupancy to account for all leased containers registered to that residence.

- 2) At the sole discretion of the Director of Municipal Services, and if all real property taxes are current, residents, after following all recycling rules and regulations, may lease a second container (not to exceed a total of 190 gallons per household each for trash and recycling) at the following prices which may be amended by the Township of Woolwich:
 - a. Ninety-five gallon containers: \$95.00
- 3) Containers requiring repair. Residents shall notify the Township of Woolwich if containers need repair. At the sole discretion of the Director of Municipal Services, or his or her designee, containers deemed to be damaged beyond repair may be replaced provided that the resident pays for the replacement container as outlined in 155-9 A.2(a).
- 4) All containers belong to the Township of Woolwich and not the lessee.
- 5) Residents may mark their addresses on the lids of the containers at a maximum font of three inches in height.

155-12 Recyclable materials; separation and placement for removal shall be amended to read as follows:

2.(b) The following items may be placed in a single container.

Glass, metal and bimetal cans, recyclable plastic and plastic containers, newspaper, mixed paper, office paper, junk mail, magazines and catalogs, cereal boxes, glass bottles and jars, aluminum cans, and corrugated cardboard.

Delete Item 2.(c.)

Change Item 2.(d) to Item 2.(c) to read as follows:

"Vegetative materials" shall be defined as Christmas trees, leaves, tree parts, branches, shrubs, stumps, bushes, hedge trimmings, weeds and grasses. Christmas trees shall be collected as is. Tree part/branches and bushes shall be tied and bundled in four-foot lengths weighing no more than 50 pounds.

Change Item 2.(e) to Item 2.(d) with no changes

155-14 Solid waste; placement for removal shall be amended to read as follows:

- A. Trash containers shall be placed out with metal lift bar facing the center of the street and with at least four feet of clearance on either side so that the mechanical arm can easily lift the container without interference. All containers must be placed in such a fashion as to allow for unencumbered access by the refuse and recyclable collection equipment. The Township is under no obligation to empty any containers which, under the sole discretion of the Director of Municipal Services and/or his or her designee(s), is deemed to be inappropriately placed or encumbered.

Delete Items B. and C.

Section 2. REPEALER. All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Section 3. SEVERABILITY. If any provision of this Ordinance or the application of this Ordinance to any person, entity or circumstances is held invalid by any Court of jurisdiction, the remainder of such provisions of this Ordinance not so deemed invalid shall remain in full force and effect.

Section 4. Effective Date. This Ordinance Shall be effective on January 1, 2010 and upon publication in accordance with law.

TOWNSHIP OF WOOLWICH

By: _____

Vernon Marino, Mayor

ATTEST:

Jane DiBella, Clerk

NOTICE

The foregoing Ordinance was introduced at a meeting of the Mayor and Township Committee of the Township of Woolwich conducted on December 16, 2019, and will be considered for final hearing and adoption at a meeting to be held on the 30th day of December, 2019, at 5:00 p.m. at which time any objections hereto may be heard in the Municipal Building of Woolwich Township, 120 Village Green Drive, Woolwich Township, New Jersey.

Jane DiBella, Clerk

[Adopted 4-7-1997 by Ord. No. 97-4]

§ 155-4 Programs established; applicability.

- A. There is hereby established a program for the mandatory source separation of recyclable materials within the Township of Woolwich, and the requirements of this article shall apply to all property owners and tenants of such property situated within the Township of Woolwich. Such separation, collection and disposal of specified recyclable materials shall be made under the supervision and guidance of the Coordinator of Recycling.
- B. There is hereby established a program to prohibit scavenging of recyclable materials within the Township of Woolwich, and the requirements of this article shall apply to all.
- C. There is hereby established a program to prohibit littering and dumping within the Township of Woolwich, and the requirements of this article shall apply to all.^[1]

[1] *Editor's Note: Former Subsection D, regarding the program to require use of Woolwich Township Trash Tags, which immediately followed this subsection, was repealed 4-3-2000 by Ord. No. 00-5.*

- D. The owner of any property shall be responsible for compliance with this article. For multifamily units, the management or owner is responsible for setting up and maintaining the recycling system, including collection of recyclable materials, in accordance with guidelines or regulations established by the appropriate municipal office. Violations and penalty notices will be directed to the owner or management, in those instances where the violator is not easily identifiable. The management shall issue notification and collection rules to new tenants when they arrive and every six months during their occupancy.

[Added 12-7-2009 by Ord. No. 2009-18]

§ 155-5 Definitions.

For the purpose of this and succeeding sections, the following words shall have the meanings respectively ascribed to them by this section:

BUILDING

A structure that contains one or more units.

CART

A container designed to be mechanically emptied by an automated or semi-automated collection vehicle.

COMMERCIAL SECTOR

All designated commercial retail, wholesale, institutional, markets and manufacturing facilities including, but not limited to: taverns, restaurants, churches, offices, professional offices, daycare and private schools and facilities, strip stores, farms, private schools and construction and demolition projects buildings or complexes.

[Added 8-19-2002 by Ord. No. 02-10]

COMPLEX

A property that contains more than one building.

CONTAINER or RECEPTACLE

A roll-off, dumpster, cart, can or bag designed to receive and accept solid waste or recyclable materials and prevent spillage of its contents.

CURB

The area adjoining the curbline of the streets.

DOCUMENTATION

Original or clear copies of receipts or letters in the form of certified weight receipts or a signed business form letter that shall include the name of the recycling market, the hauler and the generator and shall show the dates and quantity/weight of each recycled material. It is recommended that a separate summary sheet be provided for each recycled material. These receipts or letters shall be acceptable from a recycling market(s) or solid waste facility or hauler(s) or a letter from

construction or demolition permit applicants stating that no receipts were provided to them from the identified market(s) and/or hauler(s) or a letter from construction or demolition permit applicant stating that no material was generated.

A. AMOUNT

A product disposed/sold by weight, count, gallonage or yardage.

B. HAZARDOUS WASTE

Documentation for recycled hazardous waste(s) (for example, oil, solvents, etc.) must include a copy of the hazardous waste hauler's receipt, clearly showing the New Jersey Department of Environmental Protection Hazardous Waste Hauler Permit Number.

DUMPING

Placement of any form of solid waste or recyclables equal to or more than 0.148 cubic yard of solids or 30 U.S. gallons of liquid not placed in a public receptacle or in authorized private receptacles for collection, upon any street, sidewalk or public or private property.

DUMPSTER

A container designed to be mechanically emptied. These dumpsters must have lids.

ELECTRONIC WASTE

A computer central processing unit and associated hardware, including keyboards, modems, printers, scanners, fax machines, vcr's and dvd players, radios, rechargeable batteries, TVs, electronic components and the like.

[Added 12-7-2009 by Ord. No. 2009-18]

ESTABLISHMENT

A place where people live or conduct business.

HAZARDOUS

Including but not limited to paints, paint thinners/cleaners, insecticides, pesticides and any other items so designated by the federal or state environmental protection agencies as to require special handling.

ITEM

A product too large to fit into a container or plastic bag.

LANDFILL

A facility designed exclusively to accept solid waste, designed and permitted to meet all federal and New Jersey Environmental Protection Agency rules and standards.

LITTERING

Placement of any form of solid waste or recyclables of less than 0.148 cubic yard of solids or 30 U.S. gallons of liquid not placed in a public receptacle or in authorized private receptacles for collection upon any street, sidewalk or public or private property.

MEDICAL/BIOHAZARDOUS

Including but not limited to any solid waste which is generated in the diagnosis, treatment (for example, provision of medical service) or immunization of human beings or animals in research pertaining thereto or in the production of testing of biologicals. The term does not include any hazardous waste identified or listed under 40 CFR Part 261 or any household waste generated from home self care as defined in this section.

METAL OR PLASTIC CONTAINER

These containers shall be made of metal or plastic.

MULTIFAMILY DWELLING

Any building or structure or complex of buildings in which three or more dwelling units are owner-occupied or rented or leased, or offered for rental or lease, for residential purposes (see N.J.S.A. 13:1E-99.13a) and shall include motels, hotels or other guest houses serving transient or seasonal guests as those terms are defined under Subsection (j) of Section 3 of the Hotel and Multiple Dwelling Law, P.L. 1967, c. 76 (N.J.S.A. 55:13A-1 et seq.).

[Added 12-7-2009 by Ord. No. 2009-18]

MUNICIPAL RECYCLING COORDINATOR

The person or persons appointed by the municipal governing body and who shall be authorized to, among other things, enforce the provisions of this article, and any rules and regulations which may be promulgated hereunder.

[Added 12-7-2009 by Ord. No. 2009-18]

MUNICIPAL SECTOR

All designated municipal government buildings, parks, public events, public school facilities, fire and ambulance facilities.

OCCUPANT

A person(s), partnership(s), corporation(s) or any other entity due to his or its status as an owner or lessee of a property in Woolwich Township.

PERSON

Includes any and all person(s), partnership(s), corporation(s) or any other entity.

PLASTIC BAG

A bag designed to hold solid waste or recyclable materials.

RECYCLABLE MATERIAL

Those materials which would otherwise become solid waste, and which may be collected, separated, or processed and returned to the economic mainstream in the form of raw materials or product.

[Amended 12-7-2009 by Ord. No. 2009-18]

A. FERROUS AND NONFERROUS METAL AND APPLIANCES

Washers, dryers, dishwashers, ovens, hot-water tanks, hot and cold water tanks, gas/oil/electric heaters, gas tanks, bicycles, metal shelves, storage cabinets, auto parts, metal lawn equipment or other large appliances commonly referred to as "white goods."

B. OZONE DEPLETING COMPOUNDS (FREON)

Items containing chlorofluorocarbon (CFC) and other ozone depleting compounds (ODCs), examples of which are air conditioners, refrigerators and freezers.

C. CANS

Aluminum, steel, tin and bimetal containers and foil. Labels may be left on.

D. GLASS

All bottles, jars and jugs made from silica or sand, soda ash and limestone and used for packaging or bottling or the holding of various matter. Clear, green, brown and other colors are included. This shall not include ceramics, window glass, light bulbs, cooking ware or mirrors.

E. PLASTIC

All bottles, jugs and jars commonly marked or known as "PET(1)" and "HDPE(2)." Rings, caps and labels may be left on. This shall not include tubs or other items not considered a bottle, jug or jar.

F. PAPER

All uncontaminated corrugated boxes and panels, newspaper, magazines, books, junk mail, chipboard, computer paper, office paper, copy paper, school paper, etc. This shall not include paper that is treated, waxed or contaminated so as to be a health concern or problem.

G. BATTERIES

Wet cell automotive, motorcycle and boat batteries. Commonly found in six-, twelve- and twenty-four-volt charges.

H. OIL

Motor and transmission oil.

I. OIL FILTERS

Motor and transmission filters made in a metal container.

J. TIRES

Passenger and truck tires and tubes.

K. VEGETATIVE

Leaves, trees, branches, shrubs, stumps, bushes, hedge trimmings, weeds and grass.

L. MASONRY

All products generally used in the construction of buildings, including but not limited to bricks, cinder block, asphalt, concrete, rock and stone.

M. Additionally, each business is encouraged to examine its operation for any additional item(s), including but not limited to food waste and other plastic, that can be recycled over and above those items mandated by these regulations.

RESIDENTIAL SECTOR

All designated single-family buildings and multifamily buildings of two or more separate living units.

[Amended 8-19-2002 by Ord. No. 02-10]

ROLL-OFF CONTAINER

A container that is designed to be removable from a vehicle or chassis.

SOLID WASTE

Consisting of solid waste Types 10, 13, 23, 25 and 27, as defined by New Jersey Department of Environmental Protection, N.J.A.C. 7:26-2.13.

SOLID WASTE INCINERATOR (also known as "resource recovery facility" and "waste to energy facility")

A facility designed exclusively to accept solid waste for incineration and designed and permitted to meet all federal and New Jersey Environmental Protection Agency rules and standards.

SOURCE-SEPARATED RECYCLING MATERIALS

Recyclable materials which are separated at the point of generation by the generator thereof from solid waste for the purposes of recycling.

[Added 12-7-2009 by Ord. No. 2009-18]

SOURCE SEPARATION

The process by which recyclable materials are separated at the point of generation by the generator thereof from solid waste for the purpose of recycling.

[Added 12-7-2009 by Ord. No. 2009-18]

STREETS

All public highways, avenues, streets, lanes, boulevards, circles, terraces, drives and public roads, whether dedicated or not, within the limits of the Township of Woolwich.

TIED BUNDLE

A bundle should be used for the collection and removal of solid waste or recyclable materials.

UNIT

A single commercial, municipal or residential establishment.

[1]

[1] *Editor's Note: The former definition of "Woolwich trash tag," which immediately followed this definition, was repealed 4-3-2000 by Ord. No. 00-5.*

§ 155-6 Contract procedure; places served; exceptions.

[Added 4-3-2000 by Ord. No. 00-5^[1]]

A. The Woolwich Township Committee shall have the power, if in its opinion it is more advantageous to have the garbage and other animal and vegetable refuse collected, removed and disposed of by persons other than authorities of the municipality, to make a contract or contracts for such work or any portion thereof with any individual or individuals, corporation or corporations. Before making such contract or contracts, the Woolwich Township Committee shall first

adopt specifications for the doing of the work in a sanitary and inoffensive manner. Said contract shall be entered into and made only after bids therefor have been advertised according to law, and then only to the lowest responsible bidder or bidders. The bidder or bidders to whom the contract is awarded shall give satisfactory bond or other security for the faithful performance of the work. The contract shall include and in all respects conform to the specifications adopted for the doing of the work.

- B. Combined trash and recycling collection, removal and disposal will be available by the Township of Woolwich from all places and establishments of the commercial, municipal and residential sectors.

[Amended 7-1-2002 by Ord. No. 02-06^[2]; 8-19-2002 by Ord. No. 02-10]

[2] *Editor's Note: This ordinance also repealed former Subsection C, regarding situations when trash and garbage removal would not be furnished, was repealed 7-1-2002 by Ord. No. 02-06.*

- C. Mandatory source separation. It shall be mandatory for all persons who are owners, tenants or occupants of residential and non-residential premises, which shall include but not be limited to retail and other commercial establishments and locations, as well as government, schools and other institutional locations within the municipality of Woolwich Township, to separate designated recyclable materials from all solid waste. Designated recyclable materials shall be deposited separate and apart from other solid waste generated by the owners, tenants, or occupants of such premises and shall be placed separately at the curb in a manner and on such days and times as may be hereinafter established by regulators promulgated by the Township of Woolwich.

- D. Exemptions. Pursuant to N.J.S.A. 13:1E-99.16(d), the governing body of a municipality may exempt persons occupying commercial or institutional premises within its municipal boundaries from the source separation requirements of the article which requires a person generating municipal solid waste within its municipal boundaries to source separate from the municipal solid waste stream the specified recyclable materials if those persons have otherwise provided for the recycling of all designated recyclable materials. To be eligible for an exemption pursuant to this chapter, a commercial or institutional generator of solid waste shall file an application for exemption with the Municipal Recycling Coordinator on forms to be provided for this purpose. The form shall include, at a minimum, the following information:

- (1) The name of the commercial or institutional entity;
- (2) The street address location and block and lot designation;
- (3) The name, official title and phone number of the person making application on the behalf of the commercial or institutional entity;
- (4) The name, address and official contact person and telephone number of the facility which provides the service of recycling those designated recyclable materials; and
- (5) A certification that the designated recyclable materials will be recycled and that, at least on an annual basis, said recycling service provider or commercial/institutional generator shall provide written documentation to the Municipal Recycling Coordinator of the total number of tons collected and recycled for each designated materials.

[1] *Editor's Note: This ordinance also provided for the repeal of former § 155-6, Trash tag.*

§ 155-7 Designated recyclable materials.

[Amended 7-1-2002 by Ord. No. 02-06; 12-7-2009 by Ord. No. 2009-18]

The following materials shall be designated recyclables from the commercial, municipal and residential sectors: ozone-depleting compound appliances, ferrous and nonferrous metals, glass, cans, plastic, paper, vegetative, tires, newspaper, glass bottles and jars, aluminum cans, bimetal cans, plastic containers (PET No. 1 and HDPE No. 2 plastics), paper, corrugated cardboard, cereal boxes, junk mail, magazines and catalogs, office paper, vegetative yard waste, clean wood waste, used motor oil and electronic waste.

§ 155-8 Collection.

[Amended 4-3-2000 by Ord. No. 00-5]

- A. Municipal collection. The collection, removal and disposal of all designated materials shall be conducted by a contractor as designated by the Woolwich Township Committee at a schedule determined by the contracting unit upon consultation with the Township Committee. Woolwich Township public parks and sidewalk receptacles shall be cleaned and maintained by the Woolwich Township Public Works Department or such other party as may be designated.
- B. Owners, occupants or lessee's residing within Woolwich Township shall place containers curbside after 6:00 p.m. prior to the collection day, and all containers shall be removed from the curbside as soon as practical after collection or by 9:00 p.m. of the collection day. All solid waste shall be removed from special events within 24 hours of their completion.
- C. All receptacles or dumpsters shall be maintained in a clean and safe manner.
[Added 12-7-2009 by Ord. No. 2009-18]

§ 155-9 Container limits.

- A. Each sector shall be limited to collection as follows:
[Amended 8-19-2002 by Ord. No. 02-10; 3-3-2008 by Ord. No. 2008-02]
 - (1) Commercial sector.
 - (a) Recycling: no limit to number of containers or volume.
 - (b) Solid waste: a limit of 10 containers, each weighing no more than 50 pounds nor being greater than 32 gallons in size.
 - (2) Municipal sector.
 - (a) Recycling: no limit to number of containers or volume.
 - (b) Solid waste: no limit to number of containers or volume, each container size restricted to weight of no more than 50 pounds nor being greater than 32 gallons in size.
 - (3) Residential sector.
 - (a) Recycling: no limit to number of containers or volume.
 - (b) Solid waste: no limit to number of containers or volume, each container size restricted to weight of no more than 50 pounds nor being greater than 32 gallons in size.
- B. Nonmunicipal collection.
 - (1) Commercial.
 - (a) It shall be the responsibility of the owner, occupant or lessee to arrange for separate collection, transportation and proper disposal of collected solid waste and recyclables.
 - (b) Tenants or lessees of commercial buildings may be exempt from collection, transportation and disposal requirements as set forth above if their leases designate the owner of the building responsible for this service.
 - (c) Owners or operators of commercially zoned buildings shall provide separately labeled trash and recycling containers for the public at a minimum of one set of containers every single linear 1/4 mile (i.e., approximately 1,300 feet).
 - (2) Residential. It shall be the responsibility of the owner, occupant or lessee to arrange for separate collection, transportation and proper disposal of collected solid waste and recyclables.

§ 155-10 Container storage and placement; hazardous waste.

- A. All waste disposal containers must be stored in a protected area or enclosure so as not to allow debris to blow onto the streets or adjacent properties. No enclosure shall be erected in a public right-of-way or easement.

- B. All solid waste shall be placed in waste disposal containers (trash cans, bags, dumpsters) and secured so as to prevent easy access of vermin, pests and household pets.
- C. No waste disposal containers shall be filled to the point of overflowing.
- D. Debris or litter on or around trash containers or around construction or demolition projects shall not be accumulated or stored in such a manner that it is likely to be removed by natural forces onto adjacent property.
- E. Hazardous waste shall be disposed of separately according to federal (40 CFR 261) or New Jersey Department of Environmental Protection (N.J.A.C. 7:26-7) disposal regulations.^[1]
[1] *Editor's Note: See also Ch. 113, Hazardous Waste.*
- F. Medical/bio-hazard waste shall be disposed of separately according to federal (40 CFR 261) or New Jersey Department of Environmental Protection (N.J.A.C. 7:26-7) disposal regulations.

§ 155-11 (Reserved) ^[1]

[1] *Editor's Note: Former § 155-11, Collection sites, was repealed 4-3-2000 by Ord. No. 00-5.*

§ 155-12 Recyclable materials; separation and placement for removal.

A. Municipally collected recyclable materials.

(1) Municipally collected.

[Added 8-19-2002 by Ord. No. 02-10^[1]]

- (a) Commercial sector. All solid waste and recyclables placed for collection shall be placed at the curb.
- (b) Municipal sector. All solid waste and recyclables placed for collection shall be placed at the curb or in the loading/storage area.
- (c) Commercial sector. All solid waste and recyclables placed for collection shall be placed at the curb.

[1] *Editor's Note: Former Subsection A(1), requiring the recyclable materials be brought to the designated municipal dropoff site, was repealed 4-3-2000 by Ord. No. 00-5.*

(2) Collected recyclable materials.

[Amended 4-3-2000 by Ord. No. 00-5; 7-1-2002 by Ord. No. 02-06; 11-19-2007 by Ord. No. 2007-41]

- (a) Ozone-depleting compounds, appliances, ferrous and nonferrous metals. Gas tanks must be empty and appliances may contain Freon or other ozone depleting compounds.
- (b) Glass, metal cans, plastic, newspaper, mixed paper and corrugated cardboard. These items may be placed in a single container.
- (c) Newspaper, mixed paper and office paper, paper, junk mail, magazines and catalogs, corrugated cardboard, cereal boxes, chip board, glass bottles and jars, aluminum cans, metal and bimetal cans, plastic containers. These items may be placed in a single container.
[Added 12-7-2009 by Ord. No. 2009-18]
- (d) "Vegetative materials" shall be defined as Christmas trees, leaves, tree parts, branches, shrubs, stumps, bushes, hedge trimmings, weeds and grasses. Christmas trees shall be collected as is. Tree part/branches and bushes shall be tied and bundled in four-inch lengths weighing no more than 50 pounds. Yard waste is to be placed in biodegradable bags or containers weighing no more than 50 pounds.
[Amended 12-7-2009 by Ord. No. 2009-18]

(e) Electronic waste.

[Added 12-7-2009 by Ord. No. 2009-18]

- B. Nonmunicipally collected recyclable materials. It shall be the responsibility of the commercial, municipal and residential sectors to make arrangements for the collection and removal of the designated recyclable materials.
- C. Nonmunicipally collected recyclable materials. Nonmunicipally collected recyclable materials shall consist of leaves, batteries, motor oil, oil filters, tires and masonry building products.
[Amended 7-1-2002 by Ord. No. 02-06; 8-19-2002 by Ord. No. 02-10]

§ 155-13 Additional methods of disposal.

- A. Any resident or commercial establishment may donate or sell any recyclable materials to any person, partnership, corporation or charity, whether operating for profit or not-for-profit. However, this source must be listed on the Recycling Report.
- B. Said person, partnership, corporation or charity may not, however, under any circumstances collect any recyclable materials placed for collection by the Township of Woolwich.

§ 155-14 Solid waste; placement for removal.

- A. All items shall be placed in a container.
- B. ^[1]Municipal collection.
[Added 8-19-2002 by Ord. No. 02-10]
- (1) Commercial sector. All solid waste and recyclables placed for collection shall be placed at the curb.
- (2) Municipal sector. All solid waste and recyclables placed for collection shall be placed at the curb or in the loading/storage area.
- (3) Commercial sector. All solid waste and recyclables placed for collection shall be placed at the curb.
- ^[1] *Editor's Note: Former Subsection B, requiring that solid waste be brought to the designated municipal dropoff site, was repealed 4-3-2000 by Ord. No. 00-5.*
- C. Nonmunicipal collection.
- (1) Commercial sector: All solid waste placed for collection shall be placed at the curb or in their loading/ storage area.
- (2) Residential sector: All solid waste placed for collection shall be placed at the curb.

§ 155-15 Solid waste disposal.

- A. All solid waste must be properly contained and disposed. No commercial or residential solid waste shall be disposed of in public or unauthorized private containers.
- B. All contractors, construction and demolition projects must provide their own solid waste removal and disposal service.

§ 155-16 Commercial establishments; recyclable materials reporting and documentation.

- A. All documentation shall be included with the Recycling Report. All commercial establishments, cleaning firms or such private hauler responsible for removal of recyclable materials must file completed Recycling Reports with the Coordinator of Recycling.^[1] Recycling Reports shall be submitted to the Township's Coordinator of Recycling as per the following schedule:
[Amended 7-1-2002 by Ord. No. 02-06]

Report Period

January 1 to December 31

Due Date

February 1, for previous year

^[1] *Editor's Note: See Art. I, Nonresidential Reporting and Documentation of Recycling, of this chapter.*

- B. All construction and demolition projects shall be required to complete a form and submit it along with a request for a permit. The person who signs the form regarding the project shall be responsible for filing solid waste and recycling documentation when the project is completed or at the end of the calendar year, whichever is first.
[Amended 11-19-2007 by Ord. No. 2007-41]
- C. All documentation of recycled materials and solid waste from special events shall be submitted to the Township's Coordinator of Recycling no later than 24 hours of their completion.

§ 155-16.1 Nonresidential establishment compliance requirements.

[Added 12-7-2009 by Ord. No. 2009-18]

- A. All commercial and institutional generators of solid waste shall be required to comply with the provisions of this article.
- B. The arrangements for the collection of designated recyclables hereunder shall be the responsibility of the commercial, institutional or industrial property owner or its designee, unless the municipality provides for the collection of designated recyclable materials. All commercial, institutional or industrial properties which provide outdoor litter receptacles and disposal service for their contents shall also provide receptacles for designated recyclable materials, for those materials commonly deposited in the location of the litter receptacle, and shall provide for separate recycling service for those contents.
- C. Every business, institution or industrial facility shall report on an annual basis to the Recycling Coordinator, on such forms as may be prescribed, on recycling activities at its premises, including the amount of recycled materials, by material type, collected and recycled and the vendor or vendors providing recycling service. Recycling reports shall be submitted to the Recycling Coordinator as per the following schedule:

Report Period

January 1 to December 31

Due date

February 1, for previous year

- D. All construction and demolition projects shall be required to complete an ORM form and submit it along with a request for a permit. The person who signs the form regarding the project shall be responsible for filing solid waste and recycling documentation when the project is completed or at the end of the calendar year, whichever is first.
- E. All food service establishments, as defined in the Health Code, shall, in addition to compliance with all other recycling requirements, be required to recycle grease and/or cooking oil created in the processing of food or food products, and to maintain such records as may be prescribed, for the inspection by any code enforcement officer.

§ 155-17 Recycling collection by unauthorized persons.

- A. From the time of placement at the designated municipal loading/storage area described herein for the collection by the Township of Woolwich, in accordance with the terms hereof, items shall be and become the property of the Township of Woolwich or its authorized agent.
- B. It shall be a violation of this article for any person, firm, charity, corporation, partnership or employee to collect, pick up or cause to be collected or picked up any recyclable items placed for collection by the Township or its authorized agent.
- C. Any and each collection in violation hereof from one or more properties shall constitute a separate and distinct offense.

§ 155-18 Littering and dumping prohibited. ^[1]

- A. No person shall throw, deposit or dump solid waste or other materials upon any street, sidewalk or other property.
- B. No person, while an operator or a passenger in any vehicle, shall throw, deposit or dump solid waste or other materials upon any street, sidewalk or other property.

[1] *Editor's Note: See Ch. 125, Littering.*

§ 155-19 Unlawful acts.

- A. It shall be unlawful to combine designated, unsoiled recyclables with other solid waste. Failure to source separate designated materials for recycling is a violation of this article.
- B. It shall be unlawful for solid waste collectors to collect solid waste that contains visible signs of designated recyclable materials. It is also unlawful for solid waste collectors to remove for disposal those bags or containers of solid waste and/or recyclables which visibly display a warning notice, indicating that the load of solid waste contains designated recyclable materials and therefore should not be removed for disposal.
- C. Once placed in the location identified by this article, or any rules or regulations promulgated pursuant to this article, no person, other than those authorized by the municipality, shall tamper with, collect, remove or otherwise handle designated recyclable materials.
[Added 12-7-2009 by Ord. No. 2009-18]
- D. No person shall sweep into or deposit in any gutter, street, catch basin or other public place any accumulation of, grass clippings, leaves or other material from any public or private sidewalk or driveway.
- E. No person shall burn trash or designated recyclables without a permit issued by the New Jersey Department of Environmental Protection or its authorized agent.
- F. No person shall place or deposit household or commercial solid waste or recyclable material in sidewalk receptacles or in unauthorized private or municipal containers.
- G. It shall be unlawful for any unauthorized person to deposit trash or recyclables at the municipal facility.
- H. It shall also be unlawful to violate any other provision of this article.

§ 155-20 Unauthorized use of receptacle.

- A. Private receptacle. Any privately owned/leased receptacle used by any person other than the owner/lessor without the express permission of the owner/lessor shall constitute an unauthorized use.
- B. Public receptacle. Any publicly owned/leased receptacle used by any person other than the owner/lessor without the express permission of the owner/lessor shall constitute an unauthorized use.

§ 155-21 Unauthorized landfill.

The following shall constitute an unauthorized landfill:

- A. Any facility not licensed by the New Jersey Department of Environmental Protection.
- B. Any public or private property used for littering or dumping, with or without the property owner's permission.

§ 155-22 Scavenging of source-separated recyclable materials.

No person, firm, charity, corporation, partnership or employee shall collect, pick up or cause to be collected or picked up any recyclable item placed for collection by the Township or its authorized agent.

§ 155-22.1 New development of multifamily residential units or commercial, institutional, or industrial properties (pursuant to N.J.S.A. 13:1E-99.13a and 13:1E-99.16c).

[Added 12-7-2009 by Ord. No. 2009-18]

- A. Any application to the Joint Land Use Board of the Township of Woolwich for subdivision or site plan approval for the construction of multifamily dwelling units of three or more units, single-family developments of 50 or more units or any commercial, institutional, or industrial development for the utilization of 1,000 square feet or more of land must include a recycling plan. This plan must contain, at a minimum, the following:

- (1) Detailed analysis of the expected composition and amount of solid waste and recyclables generated at the proposed development.
 - (2) Locations documented on the applicant's site plan that provides for convenient recycling opportunities for all owners, tenants, and occupants. The recycling area shall be of sufficient size, convenient location and contain other attributes (signage, lighting, fencing, etc.) as may be determined by the Joint Land Use Board and Municipal Recycling Coordinator.
- B. Prior to the issuance of a certificate of occupancy by the Township of Woolwich, the owner of any new multifamily housing or commercial, institutional, or industrial development must supply a copy of a duly executed contract with a hauling company for the purpose of collection and recycling of source-separated recyclable materials, in those instances where the municipality does not otherwise provide this service.
- C. Provisions shall be made for the indoor, or enclosed outdoor, storage and pickup of solid waste, to be approved by the Municipal Engineer.

§ 155-23 Enforcement.

It shall be the responsibility of the Coordinator of Recycling and/or the Police Department and/or the Director of Public Works and/or the Health Department and their designated agents to enforce all provisions of this article.

§ 155-24 (Reserved) ^[1]

[1] *Editor's Note: Former § 155-24, Fees, was repealed 7-1-2002 by Ord. No. 02-06.*

§ 155-25 Violations and penalties.

The following fines for violation of this article shall apply:

- A. (Reserved)^[1]
- [1] *Editor's Note: Former Subsection A, regarding illegal transfer of trash tags, was repealed 7-1-2002 by Ord. No. 02-06.*
- B. Failure to separate recyclables from solid waste.
- (1) Municipal collection.
 - (a) First offense: \$50.
 - [1] Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
 - [2] Said materials may be left for the owner to properly separate.
 - (b) Second and subsequent offenses: \$100.
 - [1] Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
 - [2] Said materials may be left for the owner to properly separate.
 - (2) Nonmunicipal collection.
 - (a) First offense: \$50.
 - [1] Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
 - [2] Said materials shall be left for the owner to properly separate.
 - (b) Second and subsequent offenses: \$100.

[1] Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

[2] Said materials shall be left for the owner to properly separate.

C. Failure to recycle.

(1) Municipal collection.

(a) First offense: \$50.

(b) Second and subsequent offenses: \$100.

(2) Nonmunicipal collection.

(a) First offense: \$250.

(b) Second and subsequent offenses: \$500.

D. Placing containers curbside before their collection day and/or failure to remove containers from curbside after their collection day. First offense: \$50. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

E. Failure to file a construction, demolition and diversion form for a construction or demolition project.
[Amended 11-19-2007 by Ord. No. 2007-41]

(1) First offense: \$50 to \$500. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

(2) Second offense: \$250 to \$1,000. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

(3) Third offense: \$500 to \$2,000. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

(4) Fourth offense: \$1,000 to \$3,000. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

(5) Fifth offense and thereafter: \$2,000 to \$5,000. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

F. Failure to file a recycling report.

(1) First offense: \$100. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

(2) Second and subsequent offenses: \$250. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

G. Failure to file documentation.

(1) First offense: \$100. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

(2) Second and subsequent offenses: \$250. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.

H. Failure to properly dispose of solid waste.

- (1) First offense: \$250, and perform the cleanup or pay for cleanup costs. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
 - (2) Second and subsequent offenses: \$500, and perform the cleanup or pay for cleanup costs. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
- I. Removal of tagged solid waste containers.
- (1) First offense: \$50.
 - (2) Second and subsequent offenses: \$250.
- J. Burning solid waste or recyclable materials.
- (1) First offense: \$500.
 - (2) Second and subsequent offenses: \$1,000.
- K. Failure to contain solid waste.
- (1) Municipal collection.
 - (a) First offense: \$50. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
 - (b) Second and subsequent offenses: \$100. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
 - (2) Nonmunicipal collection.
 - (a) First offense: \$50. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
 - (b) Second and subsequent offenses: \$100. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
- L. Placing household or commercial solid waste or recyclables in public receptacles.
- (1) First offense: \$50. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
 - (2) Second and subsequent offenses: \$100. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
- M. Accepting solid waste or recyclable materials for disposal in an unlicensed disposal facility.
- (1) First offense: \$250. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
 - (2) Second and subsequent offenses: \$500. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
- N. Littering.
- (1) First offense: \$50.
 - (2) Second and subsequent offenses: \$250.
- O. Dumping.

- (1) First offense: \$250, and perform the cleanup or pay for cleanup costs. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
 - (2) Second and subsequent offenses: \$500, and perform the cleanup or pay for cleanup costs. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such.
- P. Unauthorized use of a receptacle.
- (1) First offense: \$50, plus the costs of disposal of the contents of the container.
 - (2) Second and subsequent offenses: \$100, plus the costs of disposal of the contents of the container.
- Q. Scavenging.
- (1) First offense: \$100, plus confiscation of all collected recyclable materials and/or up to five days of community service.
 - (2) Second and subsequent offenses: \$250, plus confiscation of all collected recyclable materials and/or up to 15 days of community service.
- R. Fines levied and collected pursuant to the provisions of this article shall be immediately deposited into the Municipal Recycling Trust Fund (or equivalent). Monies in the Municipal Recycling Trust Fund shall be used for the expenses of the municipal recycling program.
[Added 12-7-2009 by Ord. No. 2009-18]

§ 155-26 Reward for information on violators.

- A. The first person or business who provides information leading to the arrest and conviction of anyone dumping shall be eligible for a reward of an amount not to exceed \$50, exclusive of court fees.
- B. The person or business who provides the information must complete a form, to remain confidential, by the Township of Woolwich.
- C. The person or business who provides the information must be able to appear in court to testify.
 - (1) The confidentiality of the person providing testimony will be provided, with the courts permission, when requested by the informant.
 - (2) Notwithstanding the above, nothing shall limit the defendant from being able to question the witness.
- D. The information award shall be awarded after the fine has been collected.

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE TOWNSHIP OF WOOLWICH AND LIBERTY VENTURE I, LP**

R-2019-298

WHEREAS, Liberty Property I, LP intends to develop land on Block 11, Lots 20 and 21 within the "Kings Landing Redevelopment Plan" as adopted by the Woolwich Township Committee via Ordinance 2017-12 and amended b ordinance 2019-25; and

WHEREAS, the Township of Woolwich desires to appoint Liberty Property I, LP as the redeveloper for said property; and

WHEREAS, Liberty Property I, LP has presented a document entitled "Agreement to Designate Conditional Redeveloper, Provide for Payment of Administrative Costs" (as attached hereto and incorporated within the body of this Resolution by reference); and

WHEREAS, said "Agreement" establishes an administrative fund to satisfy expenses incurred by the Township throughout the redevelopment process; and

WHEREAS, the Township of Woolwich agrees to all terms and conditions contained within said "Agreement"; and

WHEREAS, by motion, second and duly passed, the Woolwich Township Committee authorized the Agreement which action is now being memorialized by resolution herein;

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

That the Woolwich Township Committee hereby agrees to enter into the "Agreement to Designate Conditional Redeveloper, Provide for Payment of Administrative Costs" as attached, and that the Mayor be and is hereby authorized and directed to sign said Agreement on the behalf of the Township of Woolwich.

Adopted this 30th day of December, 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 30th day of December, 2019.

Jane DiBella, Clerk

**AGREEMENT TO DESIGNATE CONDITIONAL REDEVELOPER,
PROVIDE FOR PAYMENT OF ADMINISTRATIVE COSTS**

This AGREEMENT, made this _____ day of _____, 2019 ("the Effective Date"), by and between the **TOWNSHIP OF WOOLWICH** (the "Township"), a New Jersey municipal corporation with offices at 120 Village Green Drive, Woolwich Township, New Jersey 08085 and **LIBERTY VENTURE I, LP** ("Liberty"), a Delaware limited partnership with an office at 650 Swedesford Road, Suite 400, Wayne, Pennsylvania 19087, (singularly, a "Party," collectively referred to as "the Parties").

RECITALS

WHEREAS, the Township is empowered, pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), to declare certain properties located within the Township as areas in need of redevelopment, and to adopt and implement redevelopment plans, and carry out redevelopment projects; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-4, a municipality may designate a redevelopment entity for purposes of undertaking municipal redevelopment efforts, as prescribed in the LRHL, or may execute those responsibilities directly as a redevelopment entity; and

WHEREAS, the Township has elected to directly act as the redevelopment entity, through the Woolwich Township Committee (the "Committee"), for purposes of redevelopment matters; and

WHEREAS, on March 18, 2019, the Committee directed the Woolwich Township Joint Land Use Board (the "JLUB"), as memorialized by the Committee's Resolution R-2019-92, to undertake a preliminary investigation to determine if certain areas within the Township of Woolwich known as Block 62, Lots 2 & 3, Block 59, Lots 6, 6.01, 6.02, 7 (part of), 8 & 10 as depicted on the Official Woolwich Township Tax Maps satisfy the criteria for designation as an area in need of redevelopment pursuant to the LRHL, such that the municipality may use all those powers provided by the LRHL for use in a designated area in need of redevelopment, without the use of eminent domain, pursuant to N.J.S.A 40A:12A-1 et seq.; and

WHEREAS, on April 15, 2019, the Committee adopted Resolution R-2019-144 to amend Resolution R-2019-92 to include Block 63, Lot 3 as depicted on the Official Woolwich Township Tax Maps as part of the JLUB preliminary investigation to determine if certain areas within the Township of Woolwich satisfy the criteria for designation as an area in need of redevelopment pursuant to the LRHL; and

WHEREAS, on May 6, 2019, the Committee adopted Resolution R-2019-129 to include Block 10, Lots 5, 5.02, 5.03, Block 11, Lots 10, 17, 18, 19, 21, Block 12, Lots 5, 9, Block 14, Lots 5.01, Block 16, Lots 1, 2, 3, 4 & 4.01 as depicted on the Official Woolwich Township Tax Maps as part of the JLUB preliminary investigation to determine if certain areas within the Township of Woolwich satisfy the criteria for designation as an area in need of redevelopment pursuant to the LRHL; and

WHEREAS, the JLUB, after giving notice and conducting a public hearing on July 18, 2019, adopted Resolution #2019-23 to memorialize its investigation and determination that certain areas within the Township of Woolwich known as Block 10, Lots 5, 5.02, 5.03, Block 11, Lots 10, 17, 18, 19, 20, 21, Block 12, Lots 5, 9, Block 14, Lots 5.01, Block 16, Lots 1, 2, 3, 4 & 4.01 Block 59, Lots 6, 6.01, 6.02, 7 (part of), 8 & 10, Block 62, Lots 2 & 3, and Block 63, Lot 3 (the "Redevelopment Area") as depicted on the Official Woolwich Township Tax Maps satisfy the criteria for designation as an area in need of redevelopment pursuant to the LRHL, such that the municipality may use all those powers provided by the LRHL for the use in a in a designated area in need of redevelopment, without the use of eminent domain, pursuant to N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, the Committee on August 5, 2019, made a final determination to accept the JLUB finding that the Redevelopment Area is an area in need of redevelopment under the LRHL and, thereafter, adopted Resolution R-2019-194 to memorialize that determination; and

WHEREAS, the Committee on July 17, 2017, adopted the Kings Landing at Woolwich Township Redevelopment Plan (the "Redevelopment Plan") by Ordinance 2017-12, and last amended the Redevelopment Plan on December 30, 2019, by Ordinance 2019 - 25 ; and

WHEREAS, Liberty is the owner of Block 11, Lots 20 and 21 as depicted on the Official Woolwich Township Tax Maps (the "Property") and which is located within the Redevelopment Area; and

WHEREAS, Township desires to appoint Liberty as the redeveloper for the Property (the "Redeveloper"); and

WHEREAS, the Redeveloper is a recognized developer, experienced in projects for the construction of commercial and warehouse use types of development; and

WHEREAS, Redeveloper has provided conceptual proposals to redevelop the Property, together with related improvements and facilities (the "Project"), and has provided information to the Township with regard to the proposed Project; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-8, et seq., a redevelopment entity, such as the Committee on behalf of the Township as consistent with the Redevelopment Plan, is authorized to enter into contracts for the planning, construction or undertaking of any redevelopment project or redevelopment work in an area designated as an area in need of redevelopment, including, but not limited to, contracts designating a private entity to serve as a redeveloper for a specific redevelopment project; and

WHEREAS, the Township, having reviewed the proposed Project, has determined that it is in the Township's best interests to designate Liberty as Redeveloper for the Property subject to execution by the Redeveloper and the Township of this Agreement and satisfaction of all its terms and conditions; and

WHEREAS, the Township has determined that the public interest would be served by designating Liberty as Redeveloper and entering into this Agreement in order to establish an administrative fund to satisfy expenses incurred by the Township in the redevelopment process; and

WHEREAS, the Redeveloper has agreed to enter into this Agreement to, among other things, reimburse the Township for costs incurred on or after the date of this Agreement by the Township in the review of Redeveloper's proposals for redevelopment and negotiation of a redevelopment agreement; and

WHEREAS, the Township will incur certain costs, of outside professional consultants such as attorneys, planners and engineers, related to the review of the proposed Project and the negotiation of a redevelopment agreement (the "Administrative Costs"); and

WHEREAS, Redeveloper agrees to pay for those reasonable Administrative Costs as hereafter set forth; and

NOW, THEREFORE, in consideration of the mutual promises and covenants, and other good and valuable consideration, the Parties hereto agree as follows:

The Recitals set forth above are incorporated and made a part of this Agreement.

Section 1.01. Designation

(a) The Township hereby designates Liberty as Redeveloper of the Project. This designation of Liberty as Redeveloper (the "Redeveloper") is subject to the Parties ultimately entering into a redevelopment agreement providing for the redevelopment of the Property in accordance with the Redevelopment Plan, as may be amended with the consent and approval of the Redeveloper to allow for the Project.

(b) This designation of Liberty as Redeveloper will expire (1) upon the Parties' execution of a definitive redevelopment agreement; (2) upon the Parties' determination not to enter into a redevelopment agreement; or (3) 180 days after the execution of this Agreement if (1) or (2) has not first occurred (the "Termination Date"). Nothing herein shall preclude the Parties from mutually agreeing to extend the term of this Agreement.

Section 1.02 Administrative Costs

(a) The Township agrees to serve as Administrative Agent as set forth in this Agreement.

(b) Redeveloper, on July 12, 2019, submitted to Township an Initial Deposit of the sum of Fifteen Thousand Dollars (\$15,000.00) to the Township, upon its execution and delivery of this Agreement to the Township, to be held and disbursed in accordance with the terms of an Escrow Agreement, dated August 5, 2019, by and between Redeveloper and Township.

(c) The Escrow Agreement, dated August 5, 2019, shall terminate in its entirety and immediately thereafter be replaced by this Agreement upon execution by Redeveloper and Township and any remaining balance of the Initial Deposit shall be held and disbursed in accordance with the terms hereof. Redeveloper shall make Additional Deposits (together with the Initial Deposit, the "Administrative Funds") when the Administrative Funds are reduced to

Five Thousand Dollars (\$5,000.00) to replenish the Administrative Funds to the amount of Ten Thousand Dollars (\$10,000.00). The Township hereby acknowledges receipt of the Initial Deposit and agrees to hold and release it in accordance with this Agreement.

(d) The Township shall deposit the Administrative Funds in a separate interest-bearing account maintained by the Township. Interest earned shall be applied as part of the Administrative Funds.

(e) The Township shall pay all Administrative Costs incurred, subject to review by Redeveloper, in accordance with the following provisions. The Township shall provide copies of all invoices incurred for Administrative Costs to Redeveloper. Redeveloper may object to the payment of any invoice, by informing the Township, in writing, within fifteen (15) days of Redeveloper's receipt of an invoice, of such objection and the basis therefore. Unless the Township receives an objection from Redeveloper to the payment of any such invoice, the Township may pay the invoice from the Administrative Funds. If Redeveloper makes a timely objection to payment of any Administrative Costs, the Parties shall seek to resolve any such objection within fourteen (14) days of its receipt by the Township. If such objection is not resolved within the fourteen (14) day period, the Township and Redeveloper agree to refer the matter to an arbitrator, selected pursuant to the American Arbitration Rules, and the arbitrator shall render a determination upon the objection within 30 days of referral of the matter to the arbitrator, each party bearing its own expenses of such arbitration.

(f) The Administrative Costs shall be charged in accordance with any professional service contracts authorized and approved by the Township. All payments for Administrative Costs shall be made pursuant to invoices from any professionals which state the hours spent, the hourly rate, and the services performed and expenses incurred.

(g) Additional Deposits shall be made by Redeveloper, consistent with Paragraph (c) above, upon the Township's written request. Redeveloper agrees to pay the Additional Deposits within ten (10) days of its receipt of Township's written request. The Parties acknowledge that Additional Deposits may be required from time to time and until such time that a Redevelopment Agreement is entered into, which shall otherwise address administrative costs, or the Parties determine not to enter into a Redevelopment Agreement, or Redeveloper is not designated as redeveloper of the Project or such designation expires or otherwise terminates.

(h) Upon Termination of this Agreement, the Township shall, at Redeveloper's written request, render a written final accounting to Redeveloper of the uses of the Administrative Funds. In the event Redeveloper desires an accounting of the expenses or fees paid for Administrative Costs prior to such time, it may request such in writing to the Administrative Agent.

(i) Any Administrative Funds not expended upon the termination of this Agreement shall be paid to the Redeveloper within 30 days of termination.

Section 1.03. General

(a) The Township has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement have been duly executed and delivered by or on behalf of Township and constitute legal, valid and binding obligations of Township enforceable against Township in accordance with its terms.

(b) The Redeveloper has taken all necessary action to authorize the execution, delivery and performance of this Agreement. This Agreement have been duly executed and delivered by or on behalf of Redeveloper and constitute legal, valid and binding obligations of Redeveloper enforceable against Redeveloper in accordance with its terms.

(c) This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. The Parties agree that any action instituted regarding this Agreement shall be filed in Gloucester County, New Jersey. The Parties hereto irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its address specified in this Agreement. The Parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties hereto waive any objection to venue in such state and any objection to an action or proceeding in such state on the basis of forum non conveniens.

(d) This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. This Agreement may be amended, modified, superseded, waived or cancelled only by a written instrument executed by all the Parties hereto.

(e) The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive the Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing signed by the Party to be charged.

(f) This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which, when taken together, shall be deemed one and the same instrument.

(g) Any notices, demands and communications between the Township and Redeveloper shall be deemed given if sent to the addresses set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of deliver is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as any Party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

Township:

Jane DiBella, Municipal Clerk
Woolwich Township
120 Village Green Drive
Woolwich Township, New Jersey 08085

With a Copy to:

John Alice, Esquire
28 Cooper Street
Woodbury, New Jersey 08096

Redeveloper:

Liberty Venture I, LP
650 Swedesford Road, Suite 400
Wayne, Pennsylvania 19087
Attn: Jonathan Payne

With a Copy to:

Robert W. Bucknam, Jr., Esquire
Archer & Greiner, P.C.
One Centennial Square
Haddonfield, New Jersey 08033

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SIGNATURE PAGE

IN WITNESS WHEREOF the Parties execute this Agreement.

CONDITIONAL REDEVELOPER

Liberty Venture I, LP

a Delaware limited partnership

By: Liberty Venture I, LLC, its sole general partner

By: Liberty Property Limited Partnership, its sole member

By: Liberty Property Trust, its sole general partner

By: _____

Dated: _____

Witnessed:

REDEVELOPMENT ENTITY

TOWNSHIP OF WOOLWICH,

a New Jersey municipal corporation

By: _____

Dated: _____

Witnessed:

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

RESOLUTION 2019-299

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 28.40	Lot 22	NVR Inc.	\$ 373.73 transfer
Block 54	Lot 15.07	Yowler, Elwood & Laura	363.73 transfer
Block 1.01	Lot 17	Brower/Corelogic	2,576.53 transfer/refund

Adopted this 30th day of December, 2019

TOWNSHIP OF WOOLWICH

Vern 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 30th day of December 2019.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE TOWNSHIP
COMMITTEE OF THE TOWNSHIP OF WOOLWICH; PERSONNEL
R-2019-300**

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

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

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

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

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

1. The Woolwich Township Committee shall hold a closed meeting from which the public shall be excluded on **December 30, 2019**.
2. The general nature of the subject to be discussed at said closed meeting shall be;

Personnel

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

Adopted at a meeting of the Woolwich Township Committee held on the 30th day of December 30, 2019.

ATTEST:

TOWNSHIP OF WOOLWICH

Jane DiBella, Clerk

Vernon Marino, Mayor