

**AGENDA  
WOOLWICH TOWNSHIP COMMITTEE  
SEPTEMBER 21, 2020  
6:00 p.m.**

**IN PERSON MEETING. MASKS AND SOCIAL DISTANCING ARE REQUIRED.**

Call to order:

The September 21, 2020 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 Only:** The public is reminded to please stand and state their name and address for the record prior to addressing the Committee.

**Ordinance:**

**2020-14 An Ordinance of the Township of Woolwich, County of Gloucester, State of New Jersey Amending and Supplementing Section 203-92 of the Woolwich Township Zoning Code Entitled "Affordable Housing Fee Schedule" First Reading/Introduction**

**Resolutions for Consent Agenda**

**R-2020-187 Resolution of the Committee of the Township of Woolwich Ratifying the General Settlement Terms Reached in Mediation between the Township of Woolwich and the Wolfson Group and as Placed on the Record on August 27, 2020 (Previously Tabled on 9-7-20)**

**R-2020-188 A Resolution to Authorize Execution of a Redevelopment Agreement with Liberty Venture I, LP**

**R-2020-189 Resolution Authorizing Refund of Permit Fees for Uniform Construction Code**

**R-2020-190 Resolution Authorizing the Tax Collector to Transfer or Refund Overpayment of Taxes**

**R-2020-191 Resolution Authorizing Totally Disabled Veteran Deduction**

**R-2020-192 Resolution Amending Resolution R-2020-179 to Correct the Block and Lot Number and Amounts to Cancel and/or Refund for Authorizing Totally Disabled Veteran Deduction**

**R-2020-193 Resolution of the Township of Woolwich Authorizing a Reduction in Letter of Credit Amount-Villages at Weatherby Phase II, Section 2.1**

**Reports:** Month of August

Tax Collector: \$9,696,907.07  
Woolwich Fire Company: Monthly Report  
Police Chief: Monthly Report  
Township Engineer: Monthly Report  
Administrator's Report: Monthly Report  
Municipal Services: Monthly Report

**Liaison Reports:**

Committeeman Frederick: Municipal Services; (Blds./Grounds/Code/UCC/Zoning/Public Works); Environmental Commission  
Committeeman Nocentino: Municipal Alliance; Solid Waste and Recycling  
Committeewoman DeLuca-Curran: BDAC  
Dep. Mayor Matthias: Educational Partners; (KRHS and SWSD); Recreation  
Mayor Marino: Administration: (Finance; Court; JLUB, TDR Task Force); Public Safety  
**Old Business:** Soil Capping-Block 5, Lot 3 (Palladino Farm)

**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-2020-194 Resolution for Closed Session:** Potential Litigation:  
Kirschling Drive Maintenance Easement

**New Business:**

**Approval of Minutes:** August 17, 2020 and Closed Session  
August 24, 2020 Special  
September 8, 2020 and Closed Session

**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.

**RULES AND REGULATIONS OF THE WOOLWICH TOWNSHIP COMMITTEE:** These procedures are designed to ensure an orderly conduct of business and to allow the tape recording of the proceedings to record all comments made with accuracy.

Township Committee welcomes public comment on any governmental issue that a member of the public feels may be of concern to the resident of the municipality. There will be two (2) portions, up to thirty (30) minutes in duration or as determined by the Mayor or Deputy Mayor, set aside for such comment at every monthly meeting of the Committee. There will be no other public comment accepted unless directed by the Mayor or Deputy Mayor or by an approved motion of the Committee, such as a public hearing.

Comments relating to specific items that are scheduled for a public hearing can only be made at the time of the public hearing on the issue. In taking action on these items, the Township Committee will consider the comments presented at public hearing and any member of the committee can request the Mayor or Deputy Mayor designee for permission to question or address Township Committee.

Each person who wishes to speak shall raise his or her hand to be recognized before speaking. When recognized, the speaker must state their name, address and purpose of their comments. A second opportunity for the same individual to speak will only be allowed after all others have had their opportunity.

Individuals' comments will be limited to a maximum of five (5) minutes to allow as many residents to speak as possible. Other members of the Committee, municipal employees or Township professionals will respond only when requested by the Mayor or his/her designee.

No intra-audience dialogue is permitted during the open session of any meeting. Such behavior is disruptive and will not be permitted.

Speakers on both sides shall treat each other with courtesy and respect in both action and utterance. No personal attacks or "poisonous" rhetoric will be permitted. The Mayor or Deputy Mayor will give one warning of improper behavior or rhetoric to a speaker. On the next offense the speaker will be asked to relinquish the floor to another speaker.

Closed sessions of the Township Committee will normally be held at the end of the normal business part of any meeting. Exceptions to this may be made due to professional commitments or anticipated outcomes deemed of significant public interest.

**ORDINANCE 2020-14**

**AN ORDINANCE OF THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING SECTION 203-92 OF THE WOOLWICH TOWNSHIP ZONING CODE ENTITLED “AFFORDABLE HOUSING DEVELOPMENT FEE SCHEDULE”**

**WHEREAS**, the Township Committee of the Township of Woolwich heretofore adopted an Affordable Housing Development Fee Ordinance memorialized by Ordinance 2005-08; and

**WHEREAS**, the Township Committee has determined that it is in the Township’s best interests to update and amend the nonresidential fee provisions to those prescribed within the New Jersey Statewide Non-Residential Development Fee Act codified within N.J.S.A. 40:55D-8.1;

**NOW, THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Woolwich, County of Gloucester and State of New Jersey, that Section 203-92 of the Woolwich Township Zoning Code is hereby amended and supplemented, as follows:

**Section I.** Section 203-92.B.(2) of the Zoning Code entitled “Non-residential development fees” is hereby amended and supplemented to read, as follows:

Section 203-92.B.(2)(a): “Within all zoning districts, non-residential developers shall pay a fee of two and one-half (2.5%) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots”.

Section 203-92.B.(2)(b): “Non-residential developers, shall also pay a fee equal to two and one-half (2.5%) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes”.

Section 203-92.B.(2)(c): “The Township shall not collect non-residential development fees from the exempt developments and projects codified within N.J.S.A. 40:55D-8.4(b)(1-6)”. A developer exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later. If a property was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Township of Woolwich as a lien against the real property of the owner.

**Section II.** All Ordinances or Code provisions or parts thereof inconsistent with the provisions of this Ordinance shall be and are hereby repealed to the extent of such inconsistency.

**Section III.** If any section, subsection, part, clause or phrase of the Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of this Ordinance.

**Section IV.** After introduction, the Clerk is hereby directed to submit a copy of the within Ordinance to the JLUB of the Township of Woolwich for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64.

**Section V.** This Ordinance shall take effect immediately after final passage and publication as required by law.

**TOWNSHIP OF WOOLWICH**

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**Vernon Marino, Mayor**

**ATTEST:**

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**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 \_\_\_<sup>th</sup> day of \_\_\_\_\_t, 2020. 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 \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2020 at the Woolwich Township Building, 120 Village Green Drive, Woolwich Township, New Jersey, commencing at 7:00 p.m.

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**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 \_\_\_<sup>th</sup> day of September, 2020.

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**Jane DiBella, Clerk**

**RESOLUTION OF THE COMMITTEE OF THE TOWNSHIP OF  
WOOLWICH RATIFYING THE GENERAL SETTLEMENT TERMS  
REACHED IN MEDIATION BETWEEN WOOLWICH AND THE  
WOLFSON GROUP AND AS PLACED ON THE RECORD ON AUGUST  
27, 2020.**

**RESOLUTION #R-2020-187**

**WHEREAS**, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015)(Mount Laurel IV), the Township filed a Declaratory Judgment Action in Superior Court, Law Division seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), to be amended as necessary, satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine;” and

**WHEREAS**, the Township simultaneously sought, and ultimately secured, a protective order providing Woolwich immunity from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

**WHEREAS**, the Honorable Anne McDonnell, P.J.Ch. (ret.) appointed Frank Banisch, P.P., A.I.C.P. as her “Special Master,” as is customary in Mount Laurel matters adjudicated in the courts; and

**WHEREAS**, the trial judge also directed the Township to engage in mediation with intervenors Woolwich Commons, LLC, Main Street at Woolwich, LLC, Woolwich Crossings, LLC, and Woolwich Residential, LLC, referred to hereinafter as the “Wolfson Group;” and

**WHEREAS**, despite numerous mediation sessions, the Township and the Wolfson Group did not reach an amicable accord on general terms of settlement, and therefore terminated mediation; and

**WHEREAS**, subsequently, the Honorable Robert P. Becker, Jr., P.J.Ch. directed the Township and the Wolfson Group to reengage in mediation, and appointed the Honorable Mark A. Troncone, J.S.C. (Superior Court, Law Div., Ocean County) as mediator; and

**WHEREAS**, on August 27, 2020, the Township's mediation team, which included Mayor Marino and Deputy Mayor Matthias and other members, and the Wolfson Group reached an agreement on the general settlement terms; and

**WHEREAS**, on that same date, Judge Troncone, the Township, and the Wolfson Group placed the general settlement terms on the record and marked as Exhibits W-1, W-1(a), W-1(b), W-1(c), W-1(d), and W-1(e), all of which are attached hereto; and

**WHEREAS**, having reached a settlement in principle, the attorneys are presently drafting, refining, and finalizing a formal settlement agreement that memorializes the general settlement terms and establishes all relevant rights, responsibilities, and procedures to be implemented by the parties; and

**WHEREAS**, although the Township Committee anticipates that the aforementioned formal settlement agreement will be considered during a meeting in the near future, it wishes to ratify the general settlement terms as a sign of good faith and an indication that it will similarly authorize Mayor Marino to execute the formal settlement agreement once in final draft form; and

**WHEREAS**, the members of the Committee reviewed the various documents referenced above and discussed same in executive session during its regular public meeting on September 8, 2020; and

**WHEREAS**, although there is a well-established policy favoring the settlement of all forms of litigation, the settlement of Mount Laurel litigation is particularly favored because (1) it

avoids the expenditure of finite public resources; and (2) expedites the construction of safe, decent housing for the region's low- and moderate-income households; and

**WHEREAS**, in light of the above, and on the recommendation of the Township's Solicitor and Special Mount Laurel Counsel, the Township Committee declares that it is in the best interests of Woolwich (1) to ratify the general settlement terms agreed to and placed on the record on August 27, 2020; and (2) for its professionals to take the other actions delineated below; and

**WHEREAS**, the Township remains steadfastly committed to achieve constitutional compliance with its affordable housing obligations pursuant to the Mount Laurel doctrine by ultimately securing judicial approval of its amended Round 3 Housing Element and Fair Share Plan which, in turn, will permit the Township to maintain legal immunity from all Mount Laurel litigation for the ten-year period set forth in the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 to 329.

**NOW, THEREFORE, BE IT RESOLVED** on this 8<sup>th</sup> day of September, 2020, by the Committee of the Township of Woolwich, County of Gloucester, State of New Jersey, as follows:

1. The Township Committee hereby ratifies the general settlement terms agreed to between the Township's mediation team and the Wolfson Group and as placed on the record before Judge Troncone on August 27, 2020 and as set forth and depicted in the various exhibits attached hereto.

2. The Township Committee hereby the authorizes and directs its professionals to collaborate with the Wolfson Group and to expedite the drafting, refining, and finalizing of a formal settlement agreement, consistent with the general settlement terms ratified herein, and to present same to the Township Committee for consideration during an upcoming public hearing.

3. The Township Committee hereby directs its Special Mount Laurel Counsel to provide copies of this Resolution and attached Exhibits to Judge Becker, Judge Troncone, and the Wolfson Group and to take all actions reasonable and necessary for the Township to achieve constitutional compliance with its affordable housing obligations pursuant to the Mount Laurel doctrine.

Adopted this 21st day of September, 2020

TOWNSHIP OF WOOLWICH

\_\_\_\_\_  
Vernon Marino, Mayor

ATTEST: \_\_\_\_\_

Jane DiBella, Clerk

**CERTIFICATION**

I certify that the foregoing Resolution was duly adopted by the Committee of the Township of Woolwich at a regular meeting held on the 21st day of September, 2020, a quorum being present and voting in the majority.

\_\_\_\_\_  
Jane DiBella, Borough Clerk

**DRAFT -FOR SETTLEMENT PURPOSES ONLY. NOT ADMISSIBLE IN COURT**

**IN RE WOOLWICH TOWNSHIP**  
**DOCKET NO. GLO-1068-15**

**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT (“*Settlement Agreement*”)** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2020 between and among (1) Main Street at Woolwich, LLC, Woolwich Commons, LLC, Woolwich Crossings, LLC and Woolwich Residential, LLC (collectively “*Developer*”), (2) Woolwich Township (“*Township*”), (3) Woolwich Township Joint Land Use Board (“*JLUB*”), (4) Fair Share Housing Development (“*FSHD*”) and (5) Fair Share Housing Center (“*FSHC*”) with regard to the provision of affordable housing within the Township.

**BACKGROUND**

**WHEREAS**, Woolwich Commons, LLC (“*Woolwich Commons*”), Main Street at Woolwich, LLC (“*Main Street*”), Woolwich Crossings, LLC (“*Woolwich Crossings*”) and Woolwich Residential, LLC (“*Woolwich Residential*”) are interrelated limited liability companies that own approximately 542 acres of real property located on the north and south sides of U.S. Route 322, and/or the east and west sides of Kings Highway, (collectively “*Properties*”) in Woolwich Township, as outlined on the Aerial Photograph attached hereto as **Exhibit A**.

**WHEREAS**, Woolwich Commons is the title owner of a parcel of real property approximately 87 acres in area and is shown as Block 57, Lots 5, 8, 9 and 10 on the Township of Woolwich Tax Map (“*Woolwich Commons Parcel*”).

**WHEREAS**, Main Street is the title owner of a parcel of real property approximately 120 acres in area and is shown as Block 60, Lot 1 on the Township of Woolwich Tax Map and Block 60, Lot 2 on the Township of Woolwich Tax Map (“**Main Street Parcel**”).

**WHEREAS**, Woolwich Crossings is the title owner of a parcel of real property approximately 81 acres in area and is shown as Block 61, Lot 6 on the Township of Woolwich Tax Map (“**Woolwich Crossing Parcel**”).

**WHEREAS**, Woolwich Residential is the title owner of a parcel of real property approximately 255 acres in area and is shown as Block 18, Lot 4 and 6 and Block 22, Lots 2, 2.01 and 4 on the Township of Woolwich Tax Map (“**Woolwich Residential Parcel**”).

**WHEREAS**, the Properties are subject to a *Mount Laurel* builder’s remedy lawsuit filed by Woolwich Adult, LLC, Woolwich 322, LLC, Woolwich DKM 80, LLC, Woolwich Gargiulio 40, LLC and Woolwich Kingsway 60, LLC (collectively “**Woolwich Adult**”) against the Township and its Planning Board, captioned, *Woolwich Adult, LLC v. Township of Woolwich, et seq.*, Docket No. GLO-L-413-01 which challenged the Township’s failure to comply with its constitutional Mount Laurel affordable housing obligations and resulted in a Settlement Agreement dated September 29, 2003, as amended (“**Original Settlement Agreement**”).

**WHEREAS**, the Original Settlement Agreement required, *inter alia*, that the Township meet its affordable housing obligations by enacting amendments to the Woolwich Township Zoning Ordinance (“**Zoning Ordinance**”) which would permit a mixed use inclusionary development of 1029 new age-restricted residential units, including 104 affordable housing units as well as up to 2,900,000 square feet of non-residential development on the Properties (the “**Inclusionary Development**”).

**WHEREAS**, the Original Settlement Agreement also required, *inter alia*, (1) Woolwich Adult to fund a 39 unit Regional Contribution Agreement (“*RCA*”) in the total amount of \$1,365,000 at the then-current COAH transfer fee of \$25,000.00 per unit, (2) Woolwich Adult to pay a non-residential development fee at the statutory rate of 2.5 percent of equalized assessed value of the improved non-residential property, and (3) the Township to fund a 120 unit, 100% affordable housing development to be constructed by FSHD on another site within the Township.

**WHEREAS**, the Original Settlement Agreement was implemented by a Judgment of Repose entered on December 22, 2004 (“*Judgment of Repose*”) by the Honorable James E. Rafferty, P.J.S.C. Ch. Div. (now retired) which granted the Township a period of repose from future Mount Laurel lawsuits. The Judgment of Repose remains in full force and effect.

**WHEREAS**, Woolwich Adult failed to perform on its purchase agreements for the land and on its obligations under the Original Settlement Agreement.

**WHEREAS**, Developer eventually purchased lots that Woolwich Adult previously had under contract and by approximately 2012, Developer owned the majority of the land governed by the Original Settlement Agreement.

**WHEREAS**, in furtherance of the Original Settlement Agreement, in 2007, the Township changed the zoning of a portion of the settlement area to allow for the development of non-residential uses and between 2010 and 2013, Developer obtained a GDP approval, a first amended GDP approval and a second amended GDP approval to develop approximately 1,498,288 square feet of non-residential uses in conformance with zoning adopted by the Township and consistent with the Original Settlement Agreement (“*Approved GDP*”).

**WHEREAS**, on October 3, 2013, Woolwich Commons obtained Preliminary and Final Site Plan Approval for one component of the approved GDP – an approximate 585,576 square

foot non-residential development on the Woolwich Commons Parcel, and on May 19, 2016, the JLUB adopted Resolution 2016-20 granting an extension of the Preliminary and Final Site Plan Approval for the Woolwich Commons Parcel.

**WHEREAS**, on July 6, 2015, the Township commenced a declaratory judgment action captioned *In the Matter of the Application of the Township of Woolwich*, Docket No. GLO-L-1068-15 (“**DJ Action**”) to attempt to obtain a judicial determination regarding the extent of the Township’s obligation to satisfy its Third Round affordable housing obligation.

**WHEREAS**, by Consent Order dated September 9, 2015 Developer was recognized as Woolwich Adult’s successor in interest to the Original Settlement Agreement and was permitted to intervene in that Declaratory Judgment Action.

**WHEREAS**, by Order dated January 15, 2016, the Court in the DJ Action directed the Township and Developer to engage in good faith negotiations to resolve issues arising out of the need to revise the Original Settlement Agreement, including the adoption of revised zoning regulations to allow for economically feasible development of the affordable housing and non-residential development permitted by the Original Settlement Agreement, and appointed Francis Banisch, PP/AICP (“**Banisch**”) to serve as Special Master to facilitate those settlement negotiations through weekly mediation sessions.

**WHEREAS**, while the mediation was ongoing, on August 20, 2018, the Township adopted Ordinance 2018-13 which amended the Township Zoning Ordinance to create a number of new zoning districts and to rezone numerous properties within the Township (“**2018 Ordinance**”). The 2018 Ordinance, *inter alia*, rezoned the Woolwich Commons Parcel to the BBR district, rezoned the Woolwich Crossings parcel to the RHO District, rezoned the Main

Street Parcel and the Triangle Parcel to the MU-Mixed Use District and rezoned the Woolwich Residential Parcel to the RR-BD District.

**WHEREAS**, on or about September 21, 2018, Developer filed a Complaint in Lieu of Prerogative Writs against Defendant Township, Docket No. GLO-L-1079-18, (“*PW #1*”), challenging, among other actions, the Township’s adoption of the 2018 Ordinance on several grounds.

**WHEREAS**, on October 1, 2018, the Township adopted Ordinance 2018-15, which amended Ordinance 2018-13 (“*Amended 2018 Ordinance*”) by, *inter alia*, (a) allowing/requiring a minimum base density of 3.5 units per acre in the RR-BD Zoning District without the purchase of TDRs; and (b) reducing the required number of affordable housing units in the RR-BD Zoning District from 204 to 104 to be consistent with the Original Settlement Agreement.

**WHEREAS**, Developer amended its Complaint in PW#1 to include a challenge to the Amended 2018 Ordinance.

**WHEREAS**, on December 17, 2018, the Township and FSHC entered into a written “Agreement To Resolve Issues Between The Township Of Woolwich And Fair Share Housing Center Concerning The Township’s Mount Laurel Fair Share obligations And The Means By Which The Township Intends To Satisfy Same” (“*FSHC Agreement*”) which establishes the Township’s Third Round fair share obligations. The FSHC Agreement required, *inter alia*, that (a) 104 affordable units be built on the “Woolwich Adult Tract”, of which Developer’s entity (Woolwich Residential) owns a substantial majority of the land; (b) the Township attempt to reach agreement with Developer regarding whether the RR-BD zoning was realistic to produce affordable housing; (c) the Township pay to FSHD the sum of \$2,500,000,00 to facilitate

FSHD's purchase of land and development of the 120 unit, 100% affordable housing development contemplated under the Original Settlement Agreement ("*FSHD Project*"); and (d) the Township expedite and prioritize all land use and other applications associated with the FSHD Project.

**WHEREAS**, as a result of meetings between the Township, Banisch and Developer concerning the RR-BD zoning, by letter dated March 21, 2019, Developer advised Banisch and the Court that it accepted the current RR-BD zoning regulations as realistic to produce affordable housing.

**WHEREAS**, as a result, as part of the April 12, 2019, Case Management Order, Developer agreed to withdraw PW #1 (as amended) without prejudice with a right to reinstate if the negotiations in the DJ Action were unsuccessful.

**WHEREAS**, after a Fairness Hearing held on April 9, 2019, the Court issued an Order dated June 13, 2019 approving the FSHC Agreement.

**WHEREAS**, after the Fairness Hearing on the FSHC Settlement Agreement, the Township informed FSHC that it does not presently have the funds to pay FSHC the \$2,500,000.00 within the timeframe required by the FSHC Agreement, which lack of funding would prevent FSHD from acquiring the land for the FSHD Project and proceeding with the FSHD Project, and would prevent the Township from meeting its fair share obligations under the FSHC Agreement.

**WHEREAS**, on or about May 15, 2019, Woolwich Residential filed an application with the Township for general development plan approval for the Woolwich Residential Parcel ("*GDP #1*") in conformance with the Municipal Land Use Law ("*MLUL*"), proposing two alternative residential density options for development.

**WHEREAS**, on or about June 14, 2019, Main Street filed an application with the Township for general development plan approval for a portion of the Main Street Parcel ( "**GDP #2**"), which proposed the development of mixed use buildings containing ±76,500 square feet of first-floor non-residential space, and 552 multifamily dwelling units.

**WHEREAS**, GDP #1 and GDP #2 are presently pending before the Woolwich Planning Board.

**WHEREAS**, on August 5, 2019, the Township adopted Ordinance 2019-12, which amended Section 203-51H of the Transfer of Development Rights ("**TDR**") regulations to eliminate the 500 base density units allowable through participation in the TDR program ("**2019 Zoning Amendment**").

**WHEREAS**, on or about September 27, 2019, Developer filed a Complaint in Lieu of Prerogative Writs against Defendant Township, Docket No. 1167-19, ("**PW #2**") challenging the 2019 Zoning Amendment. PW #2 remains pending before the Court.

**WHEREAS**, on December 4, 2019, Developer filed a Complaint in lieu of Prerogative Writs challenging the Township's decision to abandon its plan to provide sewer service for the Regional Center (including the Properties) from the Logan Township Municipal Utilities Authority ("**LTMUA**"), as had been contemplated in the Township's approved Wastewater Management Plan, 2008 Master Plan, 2016 Master Plan Update and other Township documents and instead proposed sewer service for the Regional Center from the Gloucester County Utility Authority ("**GCUA**"), Docket No. GLO-L-1442-19, ("**PW #3**"). PW #3 remains pending before the Court.

**WHEREAS**, in December 2019 and January 2020, Developer, FSHC and the Township filed competing motions and cross-motions in the DJ Action.

**WHEREAS**, on December 20, 2019 and February 13, 2020, Judge McDonnell and Judge Becker, respectively, placed a stay on all pending litigation (DJ Action, PW #2 and PW# 3) and Developer's GDP applications and ordered the parties to mediation.

**WHEREAS**, after months of extensive mediation sessions with the court-appointed mediator, the parties desire to settle their disputes and to create a realistic opportunity for the provision of affordable housing and funds for affordable housing, which in part, will result in the rezoning of Developer's Properties to allow for (1) an inclusionary residential development on the Woolwich Residential Parcel, (2) a mixed-use residential and commercial/retail development on the Woolwich Commons Parcel, (3) commercial/retail development on the MS Strip Parcel (defined in Section 3.b), and (4) commercial/industrial/warehouse development on both the Woolwich Crossing Parcel and the Triangle Parcel (defined and provided for in Section 3.b), all as generally depicted on the concept plan attached hereto as **Exhibit B** ("**Overall Development**"), with the Overall Development considered an inclusionary development based upon its various contributions and dedications for affordable housing or facilitation of affordable housing as described below.

**NOW, THEREFORE**, in consideration of the mutual promises, and conditions contained herein and intending to be legally bound hereby, the parties agree as follows:

1. **Legal Effect of Settlement Agreement.** This Settlement Agreement is intended to supersede all terms and conditions of the Original Settlement Agreement, as well as all Township Resolutions of Approval and Development Agreements associated with the Approved GDP and the Preliminary and Final Site Plan Approval for the Woolwich Commons Parcel. To the extent that any provisions of this Settlement Agreement conflict with any provisions of any other agreement between some or all of the parties hereto, the provisions of this Settlement

Agreement shall control. The preamble of the Settlement Agreement is incorporated into the body of this Settlement Agreement.

**2. Number of Residential Units**

a. Developer will be permitted to construct a total of 1375 residential units on the Woolwich Residential Parcel (less the FSHD Dedicated Land as defined in Section 4.a) and the Woolwich Commons Parcel. Approximately 900 residential units may be constructed on the Woolwich Residential Parcel with a 10% set aside for low and moderate income housing and approximately 475 residential units on the Woolwich Commons Parcel. Developer is permitted to develop slightly less or slightly more residential units between the Woolwich Residential Parcel and Woolwich Commons Parcel, provided the total residential unit count does not exceed 1,375 units. Further, in no event shall the affordable units be less than 90 units.

b. In addition to the above residential units that Developer is permitted to construct in the above paragraph, FSHD will be permitted to develop the FSHD Project containing an approximate 120 100% affordable residential dwellings on the portion of the Woolwich Residential parcel allocated for that purpose under the terms set forth below.

c. The 475 residential units may be constructed on the Woolwich Commons parcel with no required set-aside for affordable housing units and Developer will not be required to pay a residential development fee for the residential units constructed on the Woolwich Commons Parcel.

d. The residential units on the Woolwich Residential Parcel may consist of single-family detached dwellings, twins, townhouses, duplexes, triplexes, zero lot line homes, patio homes and/or multi-family buildings.

e. The residential units on the Woolwich Commons Parcel may consist of multi-family buildings and/or townhouses.

f. Developer shall not be required to purchase TDRs in connection with the development of any of the Properties pursuant to this Settlement Agreement.

3. **Zoning for the Properties.** As part of this Agreement, the Township and JLUB agree, subject to a public hearing pursuant to the Municipal Land Use Law, to amend its Housing Element and Fair Share Plan and to rezone the Developer's Properties as part of it satisfying its constitutional affordable housing obligation as described below. The Township shall incorporate the zoning discussed below for the Properties in a redevelopment plan as described in Section 8 herein ("***Redevelopment Plan***") pursuant to the Local Redevelopment & Housing Law, N.J.S.A. 40A:12A-1 ("***LRHL***"). The Township shall, following a public hearing in accordance with the MLUL and LRHL, complete the adoption of the Redevelopment Plan for the Properties as contemplated herein within thirty (30) days of executing the Settlement Agreement.

a. **Woolwich Residential Parcel Zoning.** Developer, or its designee, will be permitted to develop the Woolwich Residential Parcel (less the FSHD Dedicated Land as defined in Section 4.a herein) in accordance with a new Residential Inclusionary District zone ("***RID Zone***") created to allow for the development of the Woolwich Residential Parcel ("***Woolwich Residential Development***"). A conceptual plan for the Woolwich Residential Development is attached hereto as **Exhibit C**. The new RID Zone, which will be included in the Redevelopment Plan, will contain conventional (non-form based) zoning regulations and will be identical to the RID Zone Ordinance attached hereto as **Exhibit D**.

**a.1 Woolwich Residential Affordable Component.** Developer agrees that the affordable units to be constructed on the Woolwich Residential Parcel will comply with the

Uniform Housing Affordability Controls (“UHAC”) related to the bedroom and income distribution, except that 13% of the affordable units will be reserved for “very low income units” as defined in UHAC and that the very-low income units will be equally distributed within each bedroom distribution. The affordable units will have the affordability controls and necessary deed restrictions as required by UHAC. The construction of the market-rate units and affordable units in the Woolwich Residential Development shall comply with COAH’s phasing requirements in N.J.A.C. 5:93-5.6(d). The affordable units will be subject to the 30-year affordable deed restriction as provided for by UHAC, and the Township and Developer agree that upon Developer’s request following the expiration of the 30-year deed restriction, the Township shall release the affordable restriction in accordance with UHAC.

b. Triangle Parcel and Woolwich Crossing Parcel Zoning. The Main Street Parcel will be subdivided to create a parcel on the north side (“*Triangle Parcel*”) and a parcel along the Route 322 frontage (“*MS Strip Parcel*”) as generally depicted on **Exhibit E**. Developer, or its designee, will be permitted to develop the Triangle Parcel and the Woolwich Crossing Parcel for any one or more of the uses permitted in the Township’s existing Commercial Development zone district in the 2019 amendment to the Kings Landing Redevelopment Plan, Route 322 Corridor prepared by Maser Consulting (“*CD Zone*”), including order-fulfillment centers, transshipment and related “last mile” activities, including the ability to accept returns and transact limited sales and exchanges (“*Triangle Development*” and “*Woolwich Crossings Development*”, respectively). Attached as **Exhibit F** is a copy of the Township’s existing CD Zone. The CD Zone for the Triangle Parcel and Woolwich Crossings Parcel shall be incorporated into the Redevelopment Plan and shall also include as permitted uses order-fulfillment centers, transshipment and related “last mile” activities, including the ability to

accept returns and transact limited sales and exchanges. Conceptual plans for the Triangle Development and Woolwich Crossings Development are attached hereto respectively as **Exhibits G and H.**

c. Woolwich Commons Parcel Zoning. Developer, or its designee, will be permitted to develop the Woolwich Commons Parcel in accordance with a new Mixed-Use Inclusionary Development zone district (“**MUID Zone**”) created to allow for the development of up to 475 multifamily units and/or townhouse units, as well as general commercial/retail uses (“**Woolwich Commons Development**”). A conceptual plan for the Woolwich Commons Development attached hereto as **Exhibit I.** The new MUID Zone, which will be incorporated into and / or designated as part of the Redevelopment Plan, will contain conventional (non-form based) zoning regulations and will be identical to the MUID Zone Ordinance attached hereto as **Exhibit J.**

d. Strip of Main Street Parcel Zoning. Developer, or its designee, will be permitted to develop the MS Strip Parcel along the north side of Route 322 (opposite the Woolwich Commons parcel) in accordance with a new Commercial Corridor Inclusionary Development zoning district (“**CCID Zone**”) created to allow commercial/retail (but not industrial/ warehouse) development of the MS Strip Parcel (“**MS Strip Development**”). There is currently no concept plan for the MS Strip Development. The new CCID Zone, which will be incorporated into and / or designated as part of the Redevelopment Plan, will contain conventional (non-form based) zoning regulations and will be in conformity with the CCID Ordinance attached hereto as **Exhibit K.**

e. The Redevelopment Plan shall provide for an approximate 125 foot wide shared area of land between the Triangle Parcel and MS Strip Parcel as depicted on **Exhibit L**

("Overlay Area") to be zoned both the CD Zone and CCID Zone to allow the Developer to use either zoning, at its election, for the Overlay Area. The subdivision boundary line between the Triangle Parcel and MS Strip Parcel may shift that approximately 125 feet based upon the development and zoning eventually used as elected by Developer.

f. Variances/de minimus waivers. The Parties acknowledge that the attached conceptual plans for the Woolwich Residential Development, Triangle Parcel Development Woolwich Crossings Development, and Woolwich Commons Development conform to their respective ordinances as described above. Nothing herein shall preclude the Developer from seeking variances or de minimus waivers as part of any of its development applications, which shall reasonably be considered by the JLUB in accordance with N.J.A.C. 5:93.10.1(b) and N.J.A.C. 5:97-10.3(a).

g. The Township will create a separate residential zoning district and separate zoning regulations for the development of the FSHD Project described below.

h. Once the zoning and redevelopment plan for the Properties required herein is adopted, the Township will not further change the zoning or redevelopment plan of any of the Properties of Developer without Developer's consent and approval by the Court.

i. The affordable housing non-residential development fee (2.5% of the equalized assessed value), required pursuant to the Non-Residential Development Fee Act, N.J.S.A. 40:55D-8.1 ("*Non-Residential Development Fee*"), shall only be applicable to the non-residential portion of the Overall Development if such statutory fee requirement is in effect at the time such payment is due.

**4. Fair Share Housing Development Project.**

a. Developer will gift / donate approximately 12 acres of the Woolwich Residential Parcel to FSHD ("*FSHD Dedicated Land*") for the development of the FSHD Project, in the location depicted on the attached conceptual plan for the Woolwich Residential Parcel (see **Exhibit C**).

b. As a result of Developer's dedication of the FSHD Dedicated Land, Developer will be entitled to a "credit" in the amount of \$1.1 million against future Non-Residential Development Fees in connection with the non-residential portion of the Overall Development.. This \$1.1 million credit shall be applied to the first \$1.1 million of Non-Residential Development Fees assessed against the non-residential portion of the Overall Development.<sup>1</sup>

c. The Township will contribute approximately \$380,000.00 from its Affordable Housing Trust Fund to FSHD for the first phase of the FSHD Project.

d. Developer will pre-pay to FSHD the difference between the amount paid by the Township to FSHD from its Affordable Housing Trust Fund and the \$700,000.00 represented by FSHD to be the amount necessary for FSHD to proceed with the first phase of the FSHD Project (approximately 70 units) ("*Developer's FSHD Payment*"). Developer's FSHD Payment shall be required to be paid at the time of building permit.

e. Developer's FSHD Payment will be credited against any future statutorily required Non-Residential Development Fee required to be paid in connection with the Overall Development.

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<sup>1</sup>The \$1.1 million credit is not reflective of the value of the FSHD Dedicated Land; rather, it represents the amount of money the Township previously committed to FSHD for the purchase of other lands in the Township for an affordable housing development. Nothing herein shall preclude Developer from obtaining an appraisal of the FSHD Dedicated Land for tax or other purposes.

f. The Township will be solely responsible for financial support of the second phase of the FSHD Project from future affordable housing trust fund availability.

**5. Public Water Facilities.**

a. The Parties acknowledge that Aqua New Jersey ("*Aqua*") shall be solely responsible for the design, permitting, construction and extension of public water facilities within the Route 322 Corridor and connecting to the intersection of Kings Highway and Pancoast Road, which water facilities will include a pipeline, booster station and a regional water tank that will provide for the necessary fire suppression needs of the Developer's Properties and will be adequate to serve Developer's Overall Development and the FSHD Development ("*Water Infrastructure*"). Developer shall not be responsible to pay or contribute to the cost of design or construction of the public Water Infrastructure.

b. The Township shall enter into a Agreement with Aqua and shall join in any application necessary in order for Aqua to construct said water facilities.

c. Developer shall be responsible for the installation of all on-site water service laterals to serve proposed buildings within the Overall Development.

d. FSHD shall be responsible for the installation of all on-site water service laterals to serve proposed buildings within the FSHD Project.

e. The Township represents that construction of the Water Infrastructure shall commence by approximately March 1, 2020 and shall be completed by approximately March 1, 2022 so as to provide water service (domestic and fire protection) to the Overall Development.

f. The Township shall assist Aqua in obtaining all necessary permits and approvals for the Water Infrastructure by approximately March 1, 2021 and will provide

quarterly a detailed, written progress report to Developer and the Court on the status, scheduling, and plan for water permits, design and construction timeline.

**6. Public Sanitary Sewer Facilities**

a. The Township has received a “will serve” letter from the GCUA dated May 31, 2019 to provide sanitary sewer conveyance and wastewater treatment capacity Woolwich Township (**Exhibit M**). The Township shall be solely responsible for the cost, design, permitting, construction and extension of the sanitary sewer infrastructure to / from the GCUA treatment facility necessary to serve the Township’s Regional Center (which includes Developer’s Properties and FSHD Dedicated Land) (“**Sewer Infrastructure**”), as depicted on the Sewer Plan attached hereto as **Exhibit N**. Developer shall be required to pay its proportionate share of cost of the Sewer Infrastructure within the sewer service area for the Township’s Regional Center through payment of connection fees calculated in accordance with N.J.S.A. 40:14B-1, et seq. and N.J.S.A. 40:14A-1, et seq. This shall be Developer’s sole financial obligation with respect to the provision of sanitary sewer service to Developer’s Properties. No special assessment shall be imposed against any of the Developer’s Properties.

b. Developer shall extend the Township’s Sewer Infrastructure from its terminus on its Properties to serve Developer’s Properties (“**Additional Sewer Line**”), in the location depicted on the Sewer Sketch Plan and Sewer Profile attached hereto as **Exhibit O**. When Developer constructs the Additional Sewer Line, Developer shall thereafter dedicate the Additional Sewer Line to the Township and the Township shall be required to maintain the Additional Sewer Line as part of the Sewer Infrastructure at its sole cost and expense. Developer shall grant the Township all easements necessary for the Township to maintain the portion of the Additional Sewer Line located on Developer’s Properties.

c. When Developer constructs the Additional Sewer Line provided for in subparagraph (b), then Developer shall receive a credit in the amount of the cost in installing the Additional Sewer Line against any sewer connection fee that Developer is required to pay under Section 6(b).

d. Developer, with the support of prior administrations of the Township, previously purchased and reserved 200 equivalent dwellings units (EDUs) of sewer capacity from the LTMUA, at a cost of approximately \$1,330,000.00. After receipt of all development approvals for the Overall Development and when sanitary sewer service to the GCUA (treatment and conveyance) is available, Developer shall assign to the Township, at no cost to the Township, 100 EDUs of its purchased capacity in the LTMUA treatment plant and shall execute the necessary consents and paperwork to assign said 100 EDUs to the Township. The Township shall be free to sell those 100 EDUs to future developers that will connect to the LTMUA system.

e. The Township represents that the Sewer Infrastructure shall commence construction by approximately March 1, 2020 and that construction shall be completed so that sanitary sewer conveyance and treatment for the Regional Center (including the Properties) from the GCUA is available by approximately March 1, 2022.

f. The Township shall obtain all necessary permits and approvals for the Sewer Infrastructure, including the Required Sewer Line and treatment from the GCUA, by approximately March 1, 2021 and will provide quarterly a detailed, written progress report to Developer and the Court on the status, scheduling, and plan for sewer permits, design and construction timeline, which include an assurance that the Township will provide Developer with enough sewer conveyance and treatment capacity to serve the full buildout of the Overall

Development, that there will be no design changes to the Sewer Infrastructure which would have a negative impact on Developer, and that there have been no design changes to the Additional Sewer Line to be constructed by Developer.

**7. Community Facilities and Recreation Fee.**

a. Developer agrees, as a condition of any site plan and subdivision approval for the Woolwich Residential Development, to subdivide and gift / donate 12 acres to the Township for open space/public recreation as shown on the Woolwich Residential Concept Plan attached as **Exhibit C (“Public Space Lot”)**. The Public Space Lot will be shown on a subdivision plat and will be conveyed to the Township simultaneously with the recording of such final subdivision plat for the Woolwich Residential Development (not for a subdivision for the FSHD Dedicated Lands, which shall be conveyed separately) via a deed from Developer to the Township, which shall include a deed restriction that the Public Space Lot can only be used for open space or public recreation and may only be owned by the Township. The deed restriction shall further provide that any public recreation proposed for the Public Space Lot shall be of a type that is compatible and in harmony with adjacent residential uses (e.g. no lights) and is subject to Developer consent, which shall not be unreasonably withheld. The deed restriction shall also provide that the Township shall not grant any easements over the Public Space Lot without the consent of Developer.

b. Developer also agrees to make an open space/recreation fee payment of \$300,000 (“**Open Space Fee**”) as a condition of any site plan and subdivision approval for the Woolwich Residential Development. The Open Space Fee shall be paid at the time of recording of the final subdivision plat for the Woolwich Residential Development.

c. Except for the Public Space Lot dedication and Open Space Fee, the Overall Development and all approvals for the same (together or individually) shall not be subject to, or conditioned upon, the payment of any other open space fee, recreation or other similar impact fee.

8. **NJDOT Improvements.** The Parties acknowledge that the New Jersey Department of Transportation (“*NJDOT*”) has required that Developer construct certain off-site road improvements necessary to serve the entire Route 322 Corridor in connection with the Overall Development and that the New Jersey Turnpike Authority (“*NJTA*”) may require certain road improvements (collectively “*NJDOT / NJTA Improvements*”).

a. The Township and Developer shall work together to issue Redevelopment Area Bonds for the NJDOT / NJTA Improvements as provided for in Section 9(d) herein.

b. Separate from Developer’s responsibilities for the NJDOT / NJTA Improvements provided for in this Section, Developer shall not be required to pay its pro rata share or financial contribution for any other off-site road improvements under Township Ordinances or the Township’s Master Plan in connection with the development of the Regional Center.

9. **PILOT and RABs**

a. The Parties acknowledge, given the significant on-site costs and improvements for the Overall Development, that the non-residential components of the Overall Development warrant a payment in lieu of taxes (“*PILOT*”) under the Long Term Tax Exemption Law, N.J.S.A. 40A-20.1 (“*LTTE Law*”).

b. The Properties of Developer have already been designated as “an area in need of redevelopment” under the LRHL pursuant to a Township redevelopment area study and

designation dated \_\_\_\_\_. Within thirty (30) days of executing the Settlement Agreement, the Township shall adopt the Redevelopment Plan that incorporates the zoning described in Section 3 herein for the Woolwich Residential Parcel, MS Strip Parcel, Triangle Parcel, Woolwich Commons Parcel and Woolwich Crossings Parcel and all other provisions of this Settlement Agreement. **Exhibit B** of the Overall Development as well as the concept plans for the Properties shall also be included in the Redevelopment Plan. The Redevelopment Plan shall supersede all other redevelopment plans for the Properties.

c. In accordance with the LTTE Law, Developer is permitted to seek a PILOT in connection with the non-residential components of the Overall Development, with each of the MS Strip Development, Triangle Parcel Development, Woolwich Crossings Development and Woolwich Commons development each permitted to seek its own PILOT. Nothing shall preclude the Developer from seeking multiple PILOTs within a single development if that development is to be constructed in phases. Upon adoption of a Redevelopment Plan, Developer shall submit an application(s) for a PILOT(s) (also known as a Financial Agreement) under the LTTE Law in connection with the non-residential components of the Overall Development, with each PILOT being for a minimum term of 30 years (or 35 years if in phases). Provided that Developer's PILOT application(s) complies with the requirements of the LTTE Law, the Township shall grant the PILOT application(s) and enter into such Financial Agreement(s) with the Developer for a minimum term of 30 years (or 35 years if in phases).

d. As part of one of the PILOTs or as part of multiple PILOTs contemplated in Section 9.c herein, the Township and Developer shall jointly issue Redevelopment Area Bonds ("**RAB**") pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-

64 et seq. (“*RAB Law*”) to pay for the cost of the required NJDOT / NJTA Improvements, as well improvements to County and Township roads to tie into the required NJDOT / NJTA Improvements, which RAB shall be non-recourse to the Township, though the Developer shall have the option, but not the obligation, to have the RAB credit-enhanced by a third-party surety. In accordance with the RAB Law, the annual service charge paid by Developer under the PILOT(s) shall be utilized by the Township to pay for the debt service of the RAB.

e. With respect to the PILOTs for the non-residential portions of the Overall Development not associated with the RAB for the off-site NJDOT / NJTA Improvements, the Developer is permitted to use the difference between the annual service charge under a particular PILOT and what the real estate taxes would have otherwise been to secure private financing or non-recourse RABs [*TO DISCUSS WITH TOWNSHIP*] to fund the development of on-site improvements for the non-residential component of the Overall Development.

**10. RCA Reimbursement.** Developer agrees to reimburse the Township 50% of the cost of the RCA under the Original Settlement Agreement. The total cost of the RCA was \$1,365,000 (39 affordable units at a cost of \$35,000 per unit); therefore, Developer will reimburse the Township \$682,500 for the RCA (“*RCA Payment*”). The RCA Payment will be made on a pro rata basis for each of the 810 market-rate units in the Woolwich Residential Development (\$842 per market-rate unit), which will be due and payable upon issuance of a building permit for each market-rate unit.

**11. Dismissal of Other Pending Litigation.** This Settlement Agreement represents a settlement of all issues in this affordable housing DJ Action as well as all pending claims against each other. Therefore, the following shall occur with respect to dismissing the various actions by and between the Developer, the Township and JLUB:

a. DJ Action. In connection with the DJ Action, as part of any Court Order approving this Settlement Agreement, the Order shall contain language that each party is withdrawing all pending motions in the DJ Action. In particular, Developer's motion for reconsideration on the issue of immunity shall be withdrawn and the Township's cross motion seeking payment of damages for an alleged violation of immunity shall be withdrawn.

b. Pending Township Litigation & GDP Applications. The Parties agree that the current stay in effect on PW #2, PW #3 and Developer's pending GDP applications for the Properties shall remain in effect while the Parties implement the terms of this Settlement Agreement. Upon the Court approval of this Settlement Agreement (with no appeals having been filed or if an appeal filed, such appeal being fully adjudicated) and the Township adopting final, unappealable zoning ordinances, the Redevelopment Plan and resolution authorizing a PILOT as contemplated in Sections 3 and 9 herein, Developer shall dismiss without prejudice PW#2 and PW# 3 and shall withdraw its pending applications before the JLUB for GDP#1 and GDP#2

c. Pending ShopRite Litigation. Developer currently has a pending lawsuit against the Township, JLUB and Somerset Woolwich Urban Renewal (Docket No. GLO-L-11-19; A-1108-19 and A-1128-19) challenging, amongst other things, the PILOT issued to Somerset Woolwich Urban Renewal for the development of a ShopRite ("*ShopRite PILOT Litigation*"). Developer agrees to dismiss the ShopRite PILOT Litigation with prejudice upon all three of the following items occurring: (1) the Court approval of this Settlement Agreement (with no appeals having been filed, or if an appeal filed, such appeal having been fully adjudicated), (2) the Township adopting final, unappealable zoning ordinances in the form attached to this Settlement Agreement and approved by the Court following a Compliance Hearing and (3) prior to the

Fairness Hearing, Developer, the Township Somerset Woolwich Urban Renewal, and its affiliated entities Wakefern/Zallie and Summit Ventures, LLC and any associated food clerk union, shall enter into a separate agreement providing that neither Summit Ventures, LLC nor any Wakefern / Zallie operator, affiliate or representative acting on its behalf will object to or appeal any development approvals or permits for any of the Developer's Properties, the zoning or Redevelopment Plan contemplated herein or the Financial Agreement(s) and RABs contemplated herein.

12. **Court Approval of Agreement Required.** The parties acknowledge that this Settlement Agreement requires Court approval following a Fairness Hearing as contemplated by *Mount Laurel* jurisprudence. Developers obligations under this Settlement Agreement are not triggered until the Court approves this Settlement Agreement following a Fairness Hearing and / or Compliance Hearing with all appeal periods having expired with no appeal having been filed, or if an appeal is filed, such appeal having been fully adjudicated.

13. **Release of Claims.** Provided each party fulfills its obligations under this Settlement Agreement, Developer, the Township and JLUB release each other, as well as the Township's elected officials, staff, professionals, its JLUB, and any other Township-related committees, from all claims, whether known or unknown, as of the date of this Settlement Agreement in connection with the Township's Third Round affordable housing obligation and Developer's Overall Development, except nothing herein shall preclude Developer from challenging any denial, or approval with unreasonable conditions, by the Township or JLUB in connection with any of its development applications or approvals associated with the Overall Development.

14. **Obligation to Cooperate.**

a. Upon execution of this Settlement Agreement, Developer agrees to support and, to the extent necessary, defend the Township's Fair Share Plan, unless the Fair Share Plan is inconsistent with the terms of this Settlement Agreement. Nothing herein shall be construed as Developer agreeing to take the lead on defending the Township's defense of any challenge to its Fair Share Plan or to reimburse the Township for its cost in defending its Fair Share Plan.

b. In the event of any objections or legal challenges to any of Developers development applications or development approvals in connection with the Overall Development, Developer, the Township and JLUB shall diligently defend any such objection or challenge and shall cooperate with each other regarding said defense.

c. The Township and JLUB acknowledge that in order for Developer to construct the Overall Development on the Properties, the Developer will be required to obtain any and all approvals and permits from (1) entities, boards or agencies which have jurisdiction over the development contemplated hereby, and from (2) all relevant public entities and utilities; such as, by way of example only, the Township, the JLUB, the County of Gloucester, the Gloucester County Planning Board, GCUA, the New Jersey Department of Environmental Protection, and the New Jersey Department of Transportation and / or New Jersey Turnpike Commission (collectively, "**Required Approvals**"). The Township agrees to use all reasonable efforts to assist the Developer in its undertakings to obtain the Required Approvals.

d. Following Developer's submission of the various development applications for the Overall Development, the JLUB shall expedite the processing of Developer's development applications and shall do so within the time limits imposed by the MLUL. In the event of any appeal of the Court approval of this Settlement Agreement or a Judgment of

Compliance issued by the Court, the JLUB shall process and take action on any development applications by Developer for the Properties, which decision may be conditioned upon the outcome of any pending appeal. If necessary, the JLUB shall schedule special meetings to process Developer's applications provided that Developer shall be responsible for such costs as the Township may incur in conjunction with such meetings.

15. **Conformance with Law.** Nothing herein shall be construed or meant to authorize any action not taken in accordance with the procedures established by law, including, but not limited to, the MLUL, LRHL, LTTE Law, and / or RAB Law; it being understood that any action taken by the Township or JLUB shall be expedited in accordance with procedures established by law.

16. **Violation and Default.** In the event that any Party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Settlement Agreement, unless such obligation is waived in writing by the Party or Parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Settlement Agreement. In the event of default, the non-defaulting Party shall have available any and all rights and remedies that may be provided in law or in equity, including, but not limited to the right of specific performance and/or the right to bring a motion in aid of litigant's rights. Prior to such proceedings, there shall be an opportunity to cure said alleged default as follows: (i) the benefited Party shall notify the defaulting Party of such alleged default specifying the nature of the default, (ii) the defaulting Party shall thereafter have thirty (30) thirty days to effect a cure or if such cure cannot reasonably be achieved within thirty (30) days and the defaulting party is diligently pursuing to cure the default, such reasonable time as necessary to cure the

default ; (iii) the benefited Party shall promptly notify the defaulting party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies.

17. **Effective Date.** The effective date of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

18. **Severability.** It is intended that the material provisions of this Agreement are not severable. If any material provision of this Agreement shall be fully adjudged by a court (including all appeals) to be invalid, illegal or unenforceable in any respect, the entire Settlement Agreement becomes invalid, illegal or unenforceable and the Parties shall be returned to their respective positions.

19. **Notices.**

a. **Third-Party Actions.** The Parties and their respective counsel agree to immediately provide each other with notice of any lawsuits, actions or governmental proceedings, threatened or pending, which the Parties may reasonably believe could impact Developers and/or FSHD's Project or the Township's Judgment of Compliance.

b. **Notice by and Among the Parties.** All notices required under this Agreement shall be in writing and shall be given by facsimile or by certified mail, return receipt requested, or by recognized overnight personal carriers with verifiable proof of receipt. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as the following or any designated successor:

To Developers: Woolwich Commons, LLC  
Woolwich Crossings LLC  
Main Street at Woolwich, LLC

Woolwich Residential, LLC  
c/o The Wolfson Group  
120 W. Germantown Pike, #120  
Plymouth Meeting, PA 19462  
Attn: Steven Wolfson

With Copy to: Marc B. Kaplin, Esquire  
Kaplin Stewart Meloff Reiter & Stein, PC  
910 Harvest Drive  
P.O. Box 3037  
Blue Bell, PA

With Copy to: Craig M. Gianetti, Esquire  
Day Pitney LLP  
1 Jefferson Road  
Parsippany, NJ 07054

To the Township and the Planning Board Jane DiBella, RMC  
Municipal Clerk  
Township of Woolwich  
Municipal Building  
120 Village Green Drive  
Woolwich, NJ 08085

With Copy to: Michael A. Jedziniak, Esquire  
Carluccio, Leone, Dimon, Doyle & Sacks, LLC  
9 Robbins Street  
Toms River, NJ 08753

With Copy to: John A. Alice, Esquire  
28 Cooper Street  
Woodbury, NJ 08096

To FSHD Peter O'Connor, Esquire  
Fair Share Housing Development, Inc.  
Ethel Lawrence Boulevard  
Mount Laurel, NJ 08054

To FSHC Bassam Gergi, Eq.  
Fair Share Housing Center  
510 Park Blvd.  
Cherry Hill, NJ 08022

20. **Waiver.** Each of the Parties waives all rights to challenge the validity and enforceability of this Settlement Agreement. Failure to enforce provisions or obligations in this Agreement by any Party shall not be construed as a waiver of these provisions and obligations.

21. **Entire Agreement.** This Settlement Agreement and its prefatory statements, recitals and exhibits constitute the entire Settlement Agreement between the Parties. No representative, agent or employee of any Party has been authorized to make any representation and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, or variations shall be binding unless reduced to writing and signed by the Parties.

22. **Construction.** This Settlement Agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey. This Settlement Agreement was prepared jointly by the parties and no individual parties shall be regarded as the drafter of this Settlement Agreement and this Settlement Agreement shall not be construed against any party as being the drafter hereof. Jurisdiction of any litigation ensuing with regard to this Agreement shall exclusively be venued in the Superior Court of New Jersey, Gloucester County Vicinage. Service of any Complaint or judgment enforcement proceedings may be affected consistent with the terms hereof for the delivery of notices. The Parties hereby waive formal service of process. Process may be affected by written notice pursuant to the terms hereof for notices. The Parties expressly waive a trial by jury in any such litigation.

23. **Parties Bound and Assignment.** The Settlement Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. The Developers shall expressly be permitted to sell and convey one or more phases or sections of the Overall Development to other developers and/or users who shall be entitled to rely upon and

enforce this Settlement Agreement as to the remaining Parties. Advanced written permission to sell and assign is not intended and shall not be required. Moreover, the Township and the Planning Board shall not be permitted to withhold development plan reviews or the issuance of building permits or certificates of occupancy for the nonresidential components of the project as a result of any defaults by the residential developer in fulfilling the affordable housing obligations provided herein.

**24. Governing Law.** This Settlement Agreement shall be governed by and construed by the laws of the State of New Jersey.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the day and year first written above.

MAIN STREET AT WOOLWICH, LLC

By: \_\_\_\_\_

WOOLWICH COMMONS, LLC

By: \_\_\_\_\_

WOOLWICH CROSSINGS, LLC

By: \_\_\_\_\_

WOOLWICH RESIDENTIAL, LLC

By: \_\_\_\_\_

TOWNSHIP OF WOOLWICH

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

DRAFT

FAIR SHARE HOUSING DEVELOPMENT, INC.

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

FAIR SHARE HOUSING CENTER, INC.

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

DRAFT

## Exhibit List

- Exhibit A. Aerial Map of Properties**
- Exhibit B. Overall Development Concept Plan**
- Exhibit C. Woolwich Residential Concept Plan**
- Exhibit D. RID Zone Ordinance**
- Exhibit E. Triangle Parcel / MS Strip Parcel Map.**
- Exhibit F. Township's Existing CC Zone**
- Exhibit G. Triangle Development Concept Plan**
- Exhibit H. Woolwich Crossings Concept Plan**
- Exhibit I. Woolwich Commons Concept Plan**
- Exhibit J. MUID Zone Ordinance**
- Exhibit K. CCID Zone Ordinance**
- Exhibit L. Overlay Area between Triangle Parcel and MS Strip Parcel**
- Exhibit M. GCUA "will serve" letter**
- Exhibit N. Sewer Infrastructure Plan**
- Exhibit O. Sewer Sketch Plan and Sewer Profile**

## COMMERCIAL CORRIDOR INCLUSIONARY DEVELOPMENT DISTRICT

### **Section 1. Intent and Purpose.**

A. The purpose of this Ordinance is to provide specific zoning controls to accommodate commercial and retail uses on the property located on U.S. Route 322 (a/k/a Swedesboro Road) designated as Block 60, Lot 1. This Ordinance is adopted as part of the settlement of *In the Matter of the Township of Woolwich, Gloucester County*, Superior Court of New Jersey, Gloucester County, Law Division, Docket Nos. L-1068-15, L-1167-19, and L-1442-19.

B. In the event any single property owner or consortium of property owners owns property located within the Commercial Corridor Inclusionary Development District ("CCID") consisting of 5 acres or more, he/she or it may apply to the Joint Land Use Board for General Development Plan (GDP) approval for one or more of its portions of the CCID District and shall be subject to the provision of N.J.S.A. 40:55D-45 et seq. regarding GDP review and approvals.

C. Financial subdivision. No waivers or variances shall be required to create a financial subdivision, which is defined as a subdivision which is filed for the sole purpose of allowing parcels of real property shown on a plan that is otherwise the subject of a site plan application to be subdivided so that institutional mortgage loan financing and/or conveyance to an entity separate from the owner of the development may be obtained for constituent portions of the site plan. The Planning Board may require reciprocal easements to be provided for any shared infrastructure, such as, without limitation, vehicular and pedestrian access and parking, utilities, stormwater management and usual and customary maintenance activities.

### **Section 2. Regulations Governing the CCID Zoning District.**

#### **A. Permitted Principal Uses.**

Any one or more of the following uses shall be permitted by right in the CCID:

(1) Anchor or magnet stores, shopping centers, supermarkets, wholesale clubs, lumber, hardware and garden centers.

(2) Retail sales and services, including newspapers, gifts, novelties, tobacco products, drugs, food, clothing, spirits, confections, florist items, books and specialty merchandise, automotive supplies and services, including convenience stores with or without fuel pumps.

(3) Personal service businesses, including hair salons, tanning salons, nail salons, dry-cleaning outlets, dressmaking or tailor shops, shoe repair shops, printing and reproduction services, shipping centers, package facilities, and similar type uses except for tattoo studios and body piercing establishments unless within hair or nail salon.

(4) Business and household service uses, including repair shops for business equipment, appliances and the shops of tradesmen such as plumbers and electricians.

(5) Restaurants, full-service, fast-food, or take-out, with or without drive-through, patio and/or curb pickup.

(6) Taverns and nightclubs serving legal beverages.

(7) Brewpubs.

(8) Theaters for motion pictures, digital streaming and live performances (other than XXX-rated), with or without food and beverage service, including alcoholic beverages.

(9) Health and fitness centers; dance and exercise studios.

(10) Indoor and outdoor amusement, recreation, entertainment and leisure uses not otherwise prohibited.

(11) Art galleries and studios.

(12) Bakeries, confectioners.

(13) Dinner theaters.

(14) Indoor and outdoor farm and food markets including food halls.

(15) Greenhouses, including retail florists.

(16) Offices for administrative, executive, professional, business sales, government offices and similar uses, the normal attributes of which do not involve the storage, exchange or delivery of merchandise to the general public.

(17) Office of banks, credit unions, savings and loan associations and other similar financial institutions.

(18) Office of banks, credit unions, savings and loan associations and other financial institutions having drive-through facilities for the transaction of business from motor vehicles.

(19) Office furniture and supplies, auto and rental equipment.

(20) Hospitals, medical, rehabilitation or dental offices or clinics.

(21) Out-patient surgical centers

(22) Veterinarian offices and animal hospitals.

- (23) Hotels and motels, extended-stay, conference centers.
- (24) Mechanical car washes and automobile detailing services.
- (25) Public transportation stations and shelters.
- (26) Indoor and outdoor recreational and sport facilities.
- (27) Rental halls for meetings and social occasions.
- (28) Repair and maintenance of equipment and machines normally utilized in any of the uses permitted in this district.
- (29) Research, experimental or testing laboratories.
- (20) Automobile dealerships for new or used cars and trucks.
- (31) Sale and/or installation of tires, batteries, oil changes and other ancillary automobile maintenance services.
- (32) Service station and repair garages.
- (33) Church or other place of worship.
- (34) Mini-warehouses, including self-storage facilities.
- (35) Public libraries and museums.
- (36) Public or private schools, educational facilities, nursery schools, and child or adult day care facilities.
- (37) Off-Premises Advertising Signs.
- (38) Utility facilities serving the CCID District, including but not limited to telephone, water, sewer, electricity, gas and cable tv.
- (39) Wireless telecommunications towers and antennas, satellite dishes.

**B. Permitted Accessory Uses.**

Any one or more of the following accessory uses, accessory buildings and accessory structures shall be permitted in the MUID Zoning District, including:

- (1) Kiosks, street vending carts, market stalls and food trucks.

- (2) Parking structures.
- (3) Surface parking lots.
- (4) Public and commercial garages.
- (5) Outdoor/Sidewalk sales and display.
- (6) Outdoor/Patio dining areas.
- (7) Outside customer pick-up areas.
- (8) Gas pumps, associated with a retail store or convenience store.
- (9) Drive-thru associated with a bank, ATM, retail store, personal service and/or restaurant or fast-food restaurant.
- (10) Wireless telecommunications antennas located entirely within an existing building or on the roof or side of a building.
- (11) Regional stormwater detention basin.
- (12) Regional water tank.
- (13) Sewer pump station.
- (14) Any and all other accessory uses or structures which are customarily incidental to any permitted principal use.

**C. Area, bulk and dimensional standards**

- (1) Building height: 18 feet minimum and 60 feet maximum.
- (2) Minimum lot area: 5 acres.
- (3) Minimum lot width: 100 feet.
- (4) Minimum lot depth: 150 feet.
- (5) Maximum impervious coverage: 80% of the entire CCID district.
- (6) Minimum yards.
  - (a) Front yard: 25 feet from Route 322.
  - (b) Side yard: 25 feet

(c) Rear yard: 25 feet.

(7) Parking:

(a) Off-street parking stalls shall be nine feet by 18 feet and, where practical, applicants may provide up to 10% of required parking inventory in the form of compact parking stalls measuring 8 1/2 feet by 18 feet. Parking spaces shall not be utilized for outdoor display and/or sales of retail products.

(b) Parking for uses either within a shopping center or as stand-alone individual uses shall be provided at a ratio of four spaces per 1,000 square feet of gross leasable area.

(c) Off-street parking lots shall be accessed by means of common driveways. Cross-access easements for adjacent lots with interconnected parking lots shall be required.

(d) Shared parking shall be permitted. An applicant seeking to satisfy its parking requirement using a shared parking approach shall prepare a parking report that documents how an adequate supply of parking spaces will be provided to satisfy projected parking demand. The report shall be prepared using procedures presented in the most recent version of the report "Shared Parking," published by the Urban Land Institute. The report shall be prepared using the most current shared parking methodology published by the Urban Land Institute or the Institute of Transportation Engineers.

(8) Landscaped buffers and edges:

(a) Buffers must be provided on all external property edges.

(b) Edge treatments may include landscaping, lawns, berms, walls, fences, and hedges.

(c) Minimum front yard wall, fence and hedge height: three feet high.

(d) Maximum side yard edge height: six feet (exclusive of trees).

(e) Maximum rear yard edge height: six feet (exclusive of trees).

(f) Minimum front yard buffer width: 25 feet (from exterior roads/Route 322).

(g) Minimum side yard buffer width: 25 feet (from exterior roads/Route 322).

(h) Minimum rear yard buffer width: 25 feet.

(i) Patios shall be set back a minimum of 5 feet from side and rear property lines, except that patios designed for a sidewalk café or outdoor eating area with tables may extend to the street right-of-way line.

(9) **Buildings.**

(a) Where the maximum façade length of a building exceeds 500 feet, a 5-foot vertical offset shall be provided not more than every 150 feet.

(b) Building height calculations shall exclude building service equipment (e.g., mechanical services, elevator penthouses, condensers, exhaust fans, air-conditioning and similar equipment), stair enclosures, skylights or atrium structures, and roof-access stairwells, landmark signage structures, and architectural enhancements and appurtenances (e.g., parapets, chimneys, cupolas, steeples, spires, belfries, towers, corner towers, flagpoles and similar elements), provided that such shall not exceed applicable height requirements by greater than 15 feet.

(c) Awnings and canopies may extend from a building into the street right-of-way line and may project over a sidewalk in the right-of-way, provided that such structure has a minimum vertical clearance of eight (8) feet and is set back a minimum of four (4) feet from curb line along the street.

(d) All building types shall be permitted to have basements.

(10) Area, bulk and dimensional requirements for wireless telecommunication facilities shall be subject to the provisions of Section 203-50 of the Woolwich Township Code.

(11) Area, bulk and dimensional requirements for off-premises advertising signs shall be governed by Title 16. Transportation, Chapter 41C. Roadside Sign Control and Outdoor Advertising (N.J.A.C. 16:41C).

**E. Boundary Tolerance**

Where a district boundary line divides a lot held in single and separate ownership, the district boundary line between the CD District and the CCID District may be extended for either portion of the lot by up to 150 feet beyond the district line into the remaining portion of the lot.

**F. Stormwater Management**

Stormwater management facilities shall be designed in accordance with N.J.A.C 7:8-5, et seq. These provisions regulate state requirements for erosion control, ground water recharge, water quality and water quantity reductions. These requirements are established for major developments and shall supersede any local requirements consistent with Section 2.C.4 of this Ordinance. Non-structural and structural stormwater management measures shall be designed per the New Jersey Stormwater Best Management Practices Manual, with erosion control measures in compliance with NJPDES requirements for general stormwater discharge. At the time of submission of an

(5) In the event that other governmental agencies or public utilities automatically will own the utilities to be installed or the improvements are covered by a performance or maintenance guaranty issued for the benefit of another governmental agency, no performance or maintenance guaranty, as the case may be, shall be required for such utilities or improvements.

(6) Temporary Certificate of Occupancy.

(a) In the event that a developer shall seek a temporary certificate of occupancy for a development, unit, lot, building, or phase of development, as a condition of the issuance thereof the developer shall furnish a separate guarantee, referred to herein as a temporary certificate of occupancy guarantee, in an amount equal to one hundred twenty percent (120%) of the cost of installation of only those improvements or items which remain to be completed or installed under the terms of the temporary certificate of occupancy and which are required to be installed or completed as a condition precedent to the issuance of the permanent certificate of occupancy for the development, unit, lot, building or phase of development. Upon posting of a temporary certificate of occupancy guarantee, all sums remaining under a performance guarantee which relate to the development, unit, lot, building, or phase of development for which the temporary certificate of occupancy is sought shall be released.

(b) The scope and amount of the temporary certificate of occupancy guarantee shall be determined by the Township Engineer based upon the projected cost of improvements remaining for issuance of the temporary certificate of occupancy which shall be provided by the applicant to the Township Engineer, and shall include items such as sidewalks and street trees at the subject property, roadways (including surface course) from the property to the fully improved roadway; water and sewer infrastructure from the property to the main, stormwater conveyance to serve the property and stormwater management structures/basins for the current project phase.

(c) The temporary certificate of occupancy guarantee shall be released by the Township Engineer upon the issuance of a permanent certificate of occupancy with regard to the development, unit, lot, building, or phase as to which the temporary certificate of occupancy relates

## MIXED USE INCLUSIONARY DEVELOPMENT DISTRICT

### **Section 1. Intent and Purpose.**

A. The purpose of this Ordinance is to provide specific zoning controls to accommodate a mix of up to 475 residential units and commercial and retail uses on the property located on U.S. Route 322 (a/k/a Swedesboro Road) designated as Block 57, Lots 5, 8, 9 & 10; This Ordinance is adopted as part of the settlement of *In the Matter of the Township of Woolwich, Gloucester County*, Superior Court of New Jersey, Gloucester County, Law Division, Docket Nos. L-1068-15, L-1167-19, and L-1442-19.

B. In the event any single property owner or consortium of property owners owns property located within the Mixed Use Inclusionary Development District ("MUID") consisting of 5 acres or more, he/she or it may apply to the Joint Land Use Board for General Development Plan (GDP) approval for one or more of its portions of the MUID District and shall be subject to the provision of N.J.S.A. 40:55D-45 et seq. regarding GDP review and approvals.

C. Financial subdivision. No waivers or variances shall be required to create a financial subdivision, which is defined as a subdivision which is filed for the sole purpose of allowing parcels of real property shown on a plan that is otherwise the subject of a site plan application to be subdivided so that institutional mortgage loan financing and/or conveyance to an entity separate from the owner of the development may be obtained for constituent portions of the site plan. The Planning Board may require reciprocal easements to be provided for any shared infrastructure, such as, without limitation, vehicular and pedestrian access and parking, utilities, stormwater management and usual and customary maintenance activities.

### **Section 2. Regulations Governing the MUID Zoning District.**

#### **A. Permitted Principal Uses.**

Any one or more of the following uses shall be permitted by right in the MUID:

#### **Residential Uses:**

- (1) Single-family Attached dwellings (townhouses)
- (2) Multifamily dwellings

#### **Commercial and Retail Uses**

- (1) Anchor or magnet stores, shopping centers, supermarkets, wholesale clubs, lumber, hardware and garden centers.

(2) Retail sales and services, including newspapers, gifts, novelties, tobacco products, drugs, food, clothing, spirits, confections, florist items, books and specialty merchandise, automotive supplies and services (exclusive of service stations and repair garages), including convenience stores (with or without fuel pumps), with or without drive-through.

(3) Personal service businesses, including hair salons, tanning salons, nail salons, dry-cleaning outlets, dressmaking or tailor shops, shoe repair shops, printing and reproduction services, shipping centers, package facilities, and similar type uses except for tattoo studios and body piercing establishments unless located in a hair or nail salon.

(4) Business and household service uses, including repair shops for business equipment, appliances and the shops of tradesmen such as plumbers and electricians.

(5) Restaurants, full-service, fast-food, or take-out, with or without drive-through, patio and/or curbside pickup.

(6) Taverns and nightclubs serving legal beverages.

(7) Brewpubs.

(8) Theaters for motion pictures, digital streaming and live performances (other than XXX-rated), with or without food and beverage service, including alcoholic beverages.

(9) Health and fitness centers; dance and exercise studios.

(10) Indoor and outdoor amusement, recreation, entertainment and leisure uses not otherwise prohibited.

(11) Art galleries and studios.

(12) Bakeries, confectioners.

(13) Dinner theaters.

(14) Indoor and outdoor farm and food markets including food halls.

(15) Greenhouses, including retail florists.

(16) Offices for administrative, executive, professional, business sales, government offices and similar uses, the normal attributes of which do not involve the storage, exchange or delivery of merchandise to the general public.

(17) Office of banks, credit unions, savings and loan associations and other similar financial institutions.

- (18) Office of banks, credit unions, savings and loan associations and other similar financial institutions having drive-through facilities for the transaction of business from motor vehicles.
- (19) Office furniture and supplies, auto and rental equipment.
- (20) Hospitals, medical, rehabilitation or dental offices or clinics.
- (21) Out-patient surgical centers.
- (22) Veterinarian offices and animal hospitals.
- (23) Marijuana dispensaries.
- (24) Hotels and motels, extended-stay, conference centers.
- (25) Mechanical car washes and automobile detailing services.
- (26) Public transportation stations and shelters.
- (27) Indoor and outdoor recreational and sport facilities.
- (28) Rental halls for meetings and social occasions.
- (29) Repair and maintenance of equipment and machines normally utilized in any of the uses permitted in this district.
- (30) Research, experimental or testing laboratories.
- (31) Automobile dealerships for new or used cars and trucks.
- (32) Sale and/or installation of tires, batteries, oil changes and other ancillary automobile maintenance services.
- (33) Service station and repair garages.
- (34) Church or other place of worship.
- (35) Mini-warehouses, including self-storage facilities.
- (36) Public libraries and museums.
- (37) Public or private schools, nursery schools, and child or adult day care facilities.

(38) Independent senior living, assisted living facilities, continuing care retirement communities, nursing and/or convalescent facilities.

(39) Off-Premises Advertising Signs.

(40) Utility facilities serving the MUID District, including but not limited to telephone, water, sewer, electricity, gas and cable tv.

(42) Wireless telecommunications towers, antennas, satellite dishes.

**B. Permitted Accessory Uses.**

Any one or more of the following accessory uses, accessory buildings and accessory structures shall be permitted in the MUID Zoning District, including:

(1) Clubhouse or common amenity area, including, but not limited to: a fitness center; wellness center; swimming pool; leasing office; entertainment center; multi-purpose rooms; meeting rooms; indoor or outdoor resident food and beverage area, including alcoholic beverages, and a business center. Said building or use shall be open only to the residents of the community and their guests and shall not be open to the public at large.

(2) Kiosks, street vending carts, market stalls and food trucks.

(3) Parking structures.

(4) Surface parking lots.

(5) Public and commercial garages.

(6) Outdoor/Sidewalk sales and display.

(7) Outdoor/Patio dining areas.

(8) Outside customer pick-up areas.

(9) Gas pumps, associated with a retail store or convenience store.

(10) Drive-thru associated with a bank, ATM, retail store, personal service and/or restaurant and fast food restaurant.

(11) Wireless telecommunications antennas located entirely within an existing building or on the roof or side of a building.

(12) Regional stormwater detention basin.

(13) Regional water tank.

(14) Sewer pump station.

(15) Any and all other accessory uses, buildings and structures which are customarily incidental to any permitted principal use.

**C. Area, bulk and dimensional standards for Residential Uses.**

(1) Maximum Building Height: 60 feet.

(2) Minimum lot area: 5 acres.

(3) Minimum lot width: 18 feet.

(4) Minimum lot depth: 60 feet.

(5) Maximum impervious coverage: 80% for the entire MUID District.

(6) Minimum yards.

(a) Front yard: 15 feet.

(b) Side yard: 0 feet to party wall; 5 feet to non-party walls.

(c) Rear yard: 15 feet.

(d) Minimum distance from Route 322: 25 feet.

(7) Parking:

(a) Off-street parking for residential uses shall be provided at a ratio of 1.4 spaces per unit.

(b) Off-street parking stalls shall be nine feet by 18 feet, except that applicants may provide up to 10% of required parking inventory in the form of compact parking stalls measuring 8 1/2 feet by 18 feet.

(c) Off-street parking lots shall be accessed by means of common driveways. Cross-access easements for adjacent lots with interconnected parking lots shall be required.

(8) Permitted Building Projections

(a) Non-enclosed porches, porticos, balconies, stoops and entrance platforms shall be permitted to project not more than eight (8) feet into a required yard setback or building separation distance.

(b) Cornices, eaves, chimneys, gutters, downspouts, awnings, canopies, cantilevered roofs, uncovered balconies and bay windows shall be permitted to project not more than three (3) feet into any yard setback or building separation distance.

(c) Window wells may project not more than five (5) feet into any yard setback or building separation distance.

(d) Ramps and stairways leading to a porch, stoop or other building entrance may project into a yard setback or building separation distance without limitation, provided that the steps do not encroach upon the street right-of-way.

(e) Awnings and canopies may extend from a building into the street right-of-way and may project over a sidewalk in the right-of-way, provided that such structure has a minimum vertical clearance of eight (8) feet and is set back a minimum of four (4) feet from curb line along the street.

(f) Building height calculations shall exclude building service equipment (e.g., mechanical services, elevator penthouses, condensers, exhaust fans, air-conditioning and similar equipment), stair enclosures, skylights or atrium structures, and roof-access stairwells, landmark signage structures, and architectural enhancements and appurtenances (e.g., parapets, chimneys, cupolas, steeples, spires, belfries, towers, corner towers, flagpoles and similar elements), provided that such shall not exceed applicable height requirements by greater than 15 feet.

(g) All building types may have basements.

(9) Landscaped buffers and edges:

(a) Buffers must be provided on all tract boundaries. Residential buffers are only required where directly abutting a residential use property

(b) Edge treatments may include landscaping lawns, berms, walls, fences, and hedges.

(c) Minimum front yard wall, fence and hedge height: three feet high.

(d) Maximum side yard edge height: four feet (exclusive of trees).

(e) Maximum rear yard edge height: four feet (exclusive of trees).

(f) Minimum front yard buffer width: 25 feet (from exterior roads/Route 322).

- (g) Minimum side yard buffer width: 15 feet (from exterior roads/Route 322).
- (h) Minimum rear yard buffer width: 25 feet.

**D. Area, bulk and dimensional standards for Commercial and Retail Uses.**

- (1) Building height: 20 feet minimum and 60 feet maximum.
- (2) Minimum lot area: 2 acres.
- (3) Minimum lot width: 150 feet.
- (4) Minimum lot depth: 200 feet.
- (5) Maximum impervious coverage: 80% for the entire MUID District.
- (6) Minimum yards.
  - (a) Front yard: 25 feet from Route 322.
  - (b) Side yard: 25 feet from exterior roads only.
  - (c) Rear yard: 25 feet.
- (7) Parking:
  - (a) Off-street parking stalls shall be nine feet by 18 feet and, where practical, applicants may provide up to 10% of required parking inventory in the form of compact parking stalls measuring 8 1/2 feet by 18 feet. Parking spaces shall not be utilized for outdoor display and/or sales of retail products.
  - (b) Parking for uses either within a shopping center or as stand-alone individual uses shall be provided at a ratio of four spaces per 1,000 square feet of gross leasable area.
  - (c) Off-street parking lots shall be accessed by means of common driveways. Cross-access easements for adjacent lots with interconnected parking lots shall be required.
  - (d) Shared parking shall be permitted. An applicant seeking to satisfy its parking requirement using a shared parking approach shall prepare a parking report that documents how an adequate supply of parking spaces will be provided to satisfy projected parking demand. The report shall be prepared using procedures presented in the most recent version of the report "Shared Parking," published by the Urban Land Institute. The report shall be prepared using

the most current shared parking methodology published by the Urban Land Institute or the Institute of Transportation Engineers.

(8) Landscaped buffers and edges:

(a) Buffers must be provided on all tract boundaries. Residential buffers are only required where directly abutting a residential property

(b) Edge treatments may include landscaping, lawns, berms, walls, fences, and hedges.

(c) Minimum front yard wall, fence and hedge height: three feet high.

(d) Maximum side yard edge height: four feet (exclusive of trees).

(e) Maximum rear yard edge height: four feet (exclusive of trees).

(f) Minimum front yard buffer width: 25 feet (from exterior roads/Route 322).

(g) Minimum side yard buffer width: 25 feet (from exterior roads/Route 322).

(h) Minimum rear yard buffer width: 50 feet.

(i) Minimum buffer width where directly abutting a residential property not located in the MUID District: 50 feet.

(j) Patios shall be set back a minimum of 5 feet from side and rear property lines, except that patios designed for a sidewalk café or outdoor eating area with tables may extend to the street right-of-way line.

(9) Buildings.

(a) Where the maximum façade length of a building exceeds 500 feet, a 5-foot vertical offset shall be provided every 150 feet.

(10) Area, bulk and dimensional requirements for wireless telecommunication facilities shall be subject to the provisions of Section 203-50 of the Woolwich Township Code.

(11) Area, bulk and dimensional requirements for off-premises advertising signs shall be governed by Title 16. Transportation, Chapter 41C. Roadside Sign Control and Outdoor Advertising (N.J.A.C. 16:41C).

**E. Stormwater Management**

Stormwater management facilities shall be designed in accordance with N.J.A.C 7:8-5, et seq. These provisions regulate state requirements for erosion control, ground water recharge, water quality and water quantity reductions. These requirements are established for major developments and shall supersede any local requirements consistent with Section 2.C.4 of this Ordinance. Non-structural and structural stormwater management measures shall be designed per the New Jersey Stormwater Best Management Practices Manual, with erosion control measures in compliance with NJPDES requirements for general stormwater discharge. At the time of submission of an application for Preliminary and Final Site Plan Approval, the applicant shall submit to the township for review and comment only, all plans and design documents which will be submitted to the New Jersey Department of Environmental Protection (NJDEP) for stormwater approval and NJPDES permit for discharge.

**F. Performance Guaranties, Maintenance Guaranties & Inspection Fees**

As a condition of final site plan approval or final subdivision approval, the Joint Land Use Board may require the developer to post a performance guarantee for the purpose of assuring the installation of on-tract improvements consistent with the provisions of N.J.S.A. 40:55D-53 and pursuant to the following procedures:

(1) The developer shall furnish a performance guarantee in favor of the Township in an amount not to exceed one hundred twenty percent (120%) of the cost of installation of the following on-site improvements that are to be dedicated to a public entity, and that have not yet been installed, as shown on the approved plans or plat, as the case may be: streets, pavement, gutters, curbs, sidewalks, street lighting, street trees, surveyor's monuments, water mains, sanitary sewers, community septic systems, drainage structures, public improvements of open space, and any grading necessitated by the preceding improvements.

(2) The developer shall have the option to post each required guarantee in any of the following forms:

(a) A cash value equal to one hundred twenty percent (120%) of the total cost of construction as determined by the Township Engineer pursuant to this Section; or

(b) An irrevocable performance bond or letter of credit in the amount of one hundred twenty percent (120%) of the construction as determined by the Township Engineer pursuant to this Section.

(3) The cost of any performance guarantee required hereunder shall be determined by the Township Engineer who shall prepare an itemized cost estimate of the improvements covered by the performance guarantee which itemized cost estimate shall be appended to each performance guarantee posted by the developer. Said itemization shall be the basis for determining the amount of performance guaranty and maintenance guaranty required by the approving authority consistent with this Section. The Township Engineer shall forward his estimate of the cost of improvements to the developer within thirty (30) days of the date of receipt of a request sent by certified mail for said estimate.

(4) Prior to the release of a performance guarantee, the developer shall furnish a maintenance guarantee in an amount not to exceed fifteen percent (15%) of the cost of the installation of the improvements which are being released. The term of the maintenance guarantee shall be for a period not to exceed two (2) years and shall automatically expire at the end of the established term.

(5) In the event that other governmental agencies or public utilities automatically will own the utilities to be installed or the improvements are covered by a performance or maintenance guaranty issued for the benefit of another governmental agency, no performance or maintenance guaranty, as the case may be, shall be required for such utilities or improvements.

(6) Temporary Certificate of Occupancy.

(a) In the event that a developer shall seek a temporary certificate of occupancy for a development, unit, lot, building, or phase of development, as a condition of the issuance thereof the developer shall furnish a separate guarantee, referred to herein as a temporary certificate of occupancy guarantee, in an amount equal to one hundred twenty percent (120%) of the cost of installation of only those improvements or items which remain to be completed or installed under the terms of the temporary certificate of occupancy and which are required to be installed or completed as a condition precedent to the issuance of the permanent certificate of occupancy for the development, unit, lot, building or phase of development. Upon posting of a temporary certificate of occupancy guarantee, all sums remaining under a performance guarantee which relate to the development, unit, lot, building, or phase of development for which the temporary certificate of occupancy is sought shall be released.

(b) The scope and amount of the temporary certificate of occupancy guarantee shall be determined by the Township Engineer based upon the projected cost of improvements remaining for issuance of the temporary certificate of occupancy which shall be provided by the applicant to the Township Engineer, and shall include items such as sidewalks and street trees at the subject property, roadways (including surface course) from the property to the fully improved roadway; water and sewer infrastructure from the property to the main, stormwater conveyance to serve the property and stormwater management structures/basins for the current project phase.

(c) The temporary certificate of occupancy guarantee shall be released by the Township Engineer upon the issuance of a permanent certificate of occupancy with regard to the development, unit, lot, building, or phase as to which the temporary certificate of occupancy relates

## RESIDENTIAL INCLUSIONARY DISTRICT

### **Section 1. Regulations Governing the Residential Inclusionary District (RID) Zoning Regulations**

**A. Purpose:** To create desirable new neighborhoods consisting of a mix of housing types that may include single-family dwelling units, twins, townhomes and multifamily dwellings.

#### **B. Tract Requirements**

(1) Minimum tract area: 10 acres.

(2) Minimum open space. Each tract developed for residential purposes shall provide at least 5% of the total tract area as open space designed and intended for the use or enjoyment of residents of the development. Such open space may be provided either on the tract or on another tract. Open space may contain such complementary structures and improvements as are necessary and appropriate for the use or enjoyment of residents and owners of the development, including, but not limited to green areas (not including required buffer yards), public lawns or pocket parks, civic greens, squares and plazas, outdoor recreation facilities, playgrounds, sports courts, athletic fields, trails or walking paths, conservation areas, water features, community gardens, and dog parks. Stormwater detention basins may be located within required open space where such basins are designed to serve as water features or garden features for the development.

(3) Street standards. All residential streets, including alleys if provided, shall meet the design standards contained in R.S.I.S. (N.J.A.C. 5:21-4), provided that de minimis deviations and/or alternative standards may be permitted by the Joint Land Use Board. Where streets are designed and constructed to public street standards, the Township shall accept dedication of such streets.

(4) Parking requirements. All off-street parking for residential uses shall be designed to comply with the parking standards as set forth in RSIS, provided that de minimis deviations and/or alternative standards may be permitted by the Joint Land Use Board. The number of parking spaces required for any permitted accessory non-residential use within a residential development shall be 2.0 parking spaces per 1,000 square feet of gross leasable area. Each Accessory Dwelling unit shall require one additional parking space for such dwelling.

(5) Perimeter setbacks. All dwellings within a residential development shall be set back an average of 20 feet, but in no instance less than 10 feet, from all perimeter property lines and/or existing street rights-of-way. All accessory buildings and structures in a residential development shall be set back at least 5 feet from all perimeter property lines and/or existing street rights-of-way.

(6) Phasing. If development of the tract is proposed in multiple phases, a phasing plan shall be provided. The phasing plan shall identify the portions of the tract proposed

for preliminary and final site plan approval as well as any phases reserved for future development. A concept plan for the entire tract, depicting both proposed first phase development and illustrating one or more scenarios for potential future phases, shall be provided. Appropriate cross-access easements for vehicular and pedestrian circulation shall be applied in the event of further subdivision.

**C. Permitted Principal Uses**

- (1) Multifamily dwellings.
- (2) Twins.
- (3) Townhomes.
- (4) Single-family detached dwellings.
- (5) Duplex, triplex and zero-lot line dwellings.
- (6) Patio homes.
- (7) Independent senior living, assisted living facilities, continuing care retirement communities, nursing and/or convalescent care facilities.
- (8) Adult or child day care centers.
- (9) Public transportation stations and shelters.
- (10) Utility facilities, including but not limited to telephone, water, sewer, electricity, and gas.
- (11) Township-operated public facilities.
- (12) Houses of worship.
- (13) Social halls, clubs, lodges, and places of public assembly.

**D. Permitted Accessory Uses**

(1) Accessory Dwellings, limited to one (1) such dwelling on each single-family lot, not to exceed 750 square feet of floor area. An Accessory Dwelling is a group of interrelated rooms that constitutes an entirely self-contained portion of a principal, single-family detached dwelling, or is located in an accessory building on the same lot as a principal, single-family detached dwelling, and contains complete housekeeping facilities for only one family.

(2) Clubhouse or common amenity area, including, but not limited to: a fitness center; wellness center; swimming pool; leasing office; entertainment center; multi-

purpose rooms; meeting rooms; indoor or outdoor resident food and beverage area, including alcoholic beverages, and a business center. Said building or use shall be open only to the residents of the community and their guests and shall not be open to the public at large.

- (3) Driveways, parking lots, carports, detached garages containing not more than two (2) tandem motor vehicles and garages containing not more than three (3) motor vehicles.
- (4) Flagpoles.
- (5) Greenhouses, storage sheds and other similar buildings or structures.
- (6) Gardens and landscaped areas, including fountains, ponds and other water features.
- (7) Plazas, courtyards, patios, freestanding decks, gazebos, cabanas, pergolas and other recreational or ornamental buildings or structures.
- (8) Community swimming pools, tennis courts, basketball, racquetball courts, sports court or similar recreational use. Said uses shall be open only to the residents of the community and their guests and shall not be open to the public at large.
- (9) Private swimming pools, tennis court, basketball court, sport court.
- (10) Wireless telecommunications antenna or dish for individual use, located within an existing building or on the roof or side of a building.
- (11) Home occupations and home professional offices.
- (12) Temporary building or yards for construction materials/equipment used on site.
- (13) Temporary office or model home for the sale of property.
- (14) Stormwater management facilities including regional stormwater detention basins.
- (15) Regional water tanks.
- (16) Sewage pump stations.
- (17) Any other accessory use, building or structure that is customarily incidental to any permitted principal use.

## **E. Area, Bulk and Dimensional Standards**

The area, bulk and dimensional requirements set forth herein are the minimum standards applicable to each permitted use type.

### **(1) Single-family detached dwellings.**

- (a) Minimum lot area: 5,000 square feet.
- (b) Minimum lot width: 45 feet.  
For corner lot, 5 feet wider than adjacent lot.
- (c) Minimum lot depth: 80 feet.
- (d) Minimum yards.
  - i. Front yard: 10 feet.
  - ii. Side yard, each: 5 feet.
  - iii. Rear yard: 20 feet.
- (e) Maximum building coverage: 60%.
- (f) Maximum impervious coverage: 70%.
- (g) Maximum height: 40 feet; 3 stories.

### **(2) Twins, Duplexes, Triplexes, Zero Lot Line Dwellings and Patio Homes.**

- (a) Minimum lot area: 3,000 square feet.
- (b) Minimum lot width: 30 feet. For corner lot, 5 feet wider than adjacent lot.
- (c) Minimum lot depth: 70 feet.
- (d) Minimum yards.
  - i. Front yard: 10 feet, 18 feet to garage if front-loaded garage.
  - ii. Side yard: 0 feet to party wall; 5 feet to non-party wall.
  - iii. Rear yard: 15 feet.
- (e) Maximum building coverage: 70%.

- (f) Maximum impervious coverage: 85%.
- (g) Maximum height: 40 feet; 3 stories.

(3) Townhomes.

- (a) Minimum lot area: 1,400 square feet.
- (b) Minimum lot width: 18 feet. For corner lot, 5 feet wider than adjacent lot.
- (c) Minimum lot depth: 60 feet.
- (d) Minimum yards.
  - i. Front yard: 10 feet, 18 feet to garage if front-loaded.
  - ii. Side yard: 0 feet to party wall; 5 feet to non-party wall.
  - iii. Rear yard: 10 feet.
- (e) Maximum building coverage: 75%.
- (f) Maximum impervious coverage: 85%.
- (g) Maximum height: 40 feet; 3 stories.

(4) Multifamily Dwellings.

- (a) Minimum lot area: 10,000 square feet.
- (b) Minimum lot width: 75 feet.
- (c) Minimum lot depth: 100 feet.
- (d) Minimum yards.
  - i. Front yard: 10 feet.
  - ii. Side yard, each: 10 feet.
  - iii. Rear yard: 15 feet.
- (e) Minimum building separation: 20 feet.
- (f) Maximum building coverage: 80%.
- (g) Maximum impervious coverage: 90%.

(h) Maximum height: 60 feet.

(5) Clubhouses, houses of worship, social halls, clubs, lodges, and places of public assembly, township-operated facilities, public transportation stations and shelters, utility facilities, including telephone, water, sewer, electricity and gas.

(a) No minimum lot area, lot width, lot depth.

(b) Minimum setbacks: 10 feet.

(c) No maximum building or impervious coverage.

(d) Maximum height: 45 feet.

(6) Accessory Structures.

(a) Size. An accessory structure shall have a maximum footprint of 750 square feet.

(b) Height. An accessory structure shall have a maximum height of 40 feet and two stories.

(c) Location. No accessory structure shall be located in a front yard. On a corner lot, an accessory structure shall be permitted to be located in the front yard area along the side street, provided that any such structure shall be no closer than 18 feet to the street line.

(d) Setbacks. An accessory structure not exceeding 100 square feet in area and not exceeding 10 feet in height shall be set back a minimum distance of three (3) feet from the side and rear lot lines. An accessory structure greater than 100 square feet in area shall be set back a minimum distance of five (5) feet from the side and rear lot lines. On all twin and townhome lots, an accessory structure used as a detached garage requires no minimum side yard setback on property lines where principal structures are attached.

(e) Attachment to Principal Structure. An accessory structure may be attached to the principal dwelling with a roofed non-enclosed breezeway or fully enclosed space. Such attachment to the principal dwelling shall not subject the accessory structure to principal structure setback requirements.

(7) Steps and a handicap ramp shall be permitted to project into the required minimum yards as may be necessary to provide for safe access pursuant to the Uniform Construction Code, but shall not be permitted to project beyond the lot line.

(8) Non-enclosed single-story porches, stoops, balconies, canopies and overhangs may project into a required front yard setback or a required side yard setback but not closer than three (3) feet from any lot line.

(9) Accessory Dwellings.

(a) Size. An accessory dwelling shall have a maximum floor area of 750 square feet and shall be no greater than two (2) stories in height.

(b) Location. An accessory dwelling may be located within the principal dwelling or in an accessory structure.

(10) Permitted Building Projections.

(a) Non-enclosed porches, porticos, balconies, stoops and entrance platforms shall be permitted to project not more than eight (8) feet into a required yard setback or building separation distance.

(b) Cornices, eaves, chimneys, gutters, downspouts, awnings, canopies, cantilevered roofs, uncovered balconies and bay windows shall be permitted to project not more than three (3) feet into any yard setback or building separation distance.

(c) Window wells may project not more than five (5) feet into any yard setback or building separation distance.

(d) Ramps and stairways leading to a porch, stoop or other building entrance may project into a yard setback or building separation distance without limitation, provided that the steps do not encroach upon the street right-of-way.

(e) Awnings and canopies may extend from a building into the street right-of-way and may project over a sidewalk in the right-of-way, provided that such structure has a minimum vertical clearance of eight (8) feet and is set back a minimum of four (4) feet from curb line along the street.

(f) Building height calculations shall exclude building service equipment (e.g., mechanical services, elevator penthouses, condensers, exhaust fans, air-conditioning and similar equipment), stair enclosures, skylights or atrium structures, and roof-access stairwells, landmark signage structures, and architectural enhancements and appurtenances (e.g., parapets, chimneys, cupolas, steeples, spires, belfries, towers, corner towers, flagpoles and similar elements), provided that such shall not exceed applicable height requirements by greater than 15 feet.

(g) All building types shall be permitted to have basements.

(11) Landscaped buffers and edges:

- (a) Buffers must be provided on all tract boundaries.
- (b) Edge treatments may include landscaping, lawns, berms, walls, fences, and hedges.
- (c) Minimum front yard wall, fence and hedge height: three feet high.
- (d) Maximum side yard edge height: four feet (exclusive of trees).
- (e) Maximum rear yard edge height: four feet (exclusive of trees).
- (f) Minimum front yard buffer width: 25 feet from exterior roads
- (g) Minimum side yard buffer width: 15 feet from exterior roads.
- (h) Minimum rear yard buffer width: 15 feet.

#### **G. Stormwater Management**

Stormwater management facilities shall be designed in accordance with N.J.A.C 7:8-5, et seq. These provisions regulate state requirements for erosion control, ground water recharge, water quality and water quantity reductions. These requirements are established for major developments and shall supersede any local requirements consistent with Section 2.C.4 of this Ordinance. Non-structural and structural stormwater management measures shall be designed per the New Jersey Stormwater Best Management Practices Manual, with erosion control measures in compliance with NJPDES requirements for general stormwater discharge. At the time of submission of an application for Preliminary and Final Site Plan Approval, the applicant shall submit to the township for review and comment only, all plans and design documents which will be submitted to the New Jersey Department of Environmental Protection (NJDEP) for stormwater approval and NJPDES permit for discharge.

#### **H. Performance Guaranties, Maintenance Guaranties & Inspection Fees**

As a condition of final site plan approval or final subdivision approval, the Joint Land Use Board may require the developer to post a performance guarantee for the purpose of assuring the installation of on-tract improvements consistent with the provisions of N.J.S.A. 40:55D-53 and pursuant to the following procedures:

(1) The developer shall furnish a performance guarantee in favor of the Township in an amount not to exceed one hundred twenty percent (120%) of the cost of installation of the following on-site improvements that are to be dedicated to a public entity, and that have not yet been installed, as shown on the approved plans or plat, as the case may be: streets, pavement, gutters, curbs, sidewalks, street lighting, street trees, surveyor's monuments, water mains, sanitary sewers, community septic systems, drainage structures, public improvements of open space, and any grading necessitated by the preceding improvements.

(2) The developer shall have the option to post each required guarantee in any of the following forms:

(a) A cash value equal to one hundred twenty percent (120%) of the total cost of construction as determined by the Township Engineer pursuant to this Section; or

(b) An irrevocable performance bond or letter of credit in the amount of one hundred twenty percent (120%) of the construction as determined by the Township Engineer pursuant to this Section.

(3) The cost of any performance guarantee required hereunder shall be determined by the Township Engineer who shall prepare an itemized cost estimate of the improvements covered by the performance guarantee which itemized cost estimate shall be appended to each performance guarantee posted by the developer. Said itemization shall be the basis for determining the amount of performance guaranty and maintenance guaranty required by the approving authority consistent with this Section. The Township Engineer shall forward his estimate of the cost of improvements to the developer within thirty (30) days of the date of receipt of a request sent by certified mail for said estimate.

(4) Prior to the release of a performance guarantee, the developer shall furnish a maintenance guarantee in an amount not to exceed fifteen percent (15%) of the cost of the installation of the improvements which are being released. The term of the maintenance guarantee shall be for a period not to exceed two (2) years and shall automatically expire at the end of the established term.

(5) In the event that other governmental agencies or public utilities automatically will own the utilities to be installed or the improvements are covered by a performance or maintenance guaranty issued for the benefit of another governmental agency, no performance or maintenance guaranty, as the case may be, shall be required for such utilities or improvements.

(6) Temporary Certificate of Occupancy.

(a) In the event that a developer shall seek a temporary certificate of occupancy for a development, unit, lot, building, or phase of development, as a condition of the issuance thereof the developer shall furnish a separate guarantee, referred to herein as a temporary certificate of occupancy guarantee, in an amount equal to one hundred twenty percent (120%) of the cost of installation of only those improvements or items which remain to be completed or installed under the terms of the temporary certificate of occupancy and which are required to be installed or completed as a condition precedent to the issuance of the permanent certificate of occupancy for the development, unit, lot, building or phase of development. Upon posting of a temporary certificate of occupancy guarantee, all sums remaining under a performance guarantee which relate to the development, unit, lot, building, or phase of development for which the temporary certificate of occupancy is sought shall be released.

(b) The scope and amount of the temporary certificate of occupancy guarantee shall be determined by the Township Engineer based upon the projected cost of improvements remaining for issuance of the temporary certificate of occupancy which shall be provided by the applicant to the Township Engineer, and shall include items such as sidewalks and street trees at the subject property, roadways (including surface course) from the property to the fully improved roadway; water and sewer infrastructure from the property to the main, stormwater conveyance to serve the property and stormwater management structures/basins for the current project phase.

(c) The temporary certificate of occupancy guarantee shall be released by the Township Engineer upon the issuance of a permanent certificate of occupancy with regard to the development, unit, lot, building, or phase as to which the temporary certificate of occupancy relates.

**TOWNSHIP OF WOOLWICH  
GLOUCESTER COUNTY**

**A RESOLUTION TO AUTHORIZE EXECUTION OF A  
REDEVELOPMENT AGREEMENT WITH  
LIBERTY VENTURE I, LP**

**R-2020-188**

**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 Redevelopment Law”), 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 Redevelopment Law, 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 identified on the Tax Maps of the Township of Woolwich as Block 62, Lots 2 & 3, Block 59, Lots 6, 6.01, 6.02, 7 (part of), 8 & 10 satisfy the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law, such that the municipality may use all those powers provided by the Redevelopment Law 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-2019-114 to amend Resolution R-2019-92 to include property identified on the Tax Maps of the Township of Woolwich as Block 63, Lot 3 as part of the JLUB preliminary investigation to determine whether certain areas within the Township of Woolwich satisfy the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law; and

**WHEREAS**, on May 6, 2019, the Committee adopted Resolution R-2019-129 to include identified on the Tax Maps of the Township of Woolwich 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 & 5.02, Block 16, Lots 1, 2, 3, 4 & 4.01 as part of the JLUB preliminary investigation to determine whether certain areas within the Township of Woolwich satisfy the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law; and

**WHEREAS**, the JLUB, after giving notice and conducting a public hearing on July 18, 2019, adopted Resolution #2019-23 to accept the report of J. Timothy Kernan, PE, PP, CME of Maser Consulting, P.A., dated July 2019 finding that the property identified on the Tax Maps of the Township of Woolwich 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”) satisfy the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law and to recommend to the Township Committee that it declare the Redevelopment Area , an area in need of redevelopment such that the municipality may use all those powers provided by the Redevelopment Law for the 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 August 5, 2019, the Committee adopted Resolution R-2019-194 accepting the recommendation of the JLUB and declaring the Redevelopment Area an area in need of redevelopment pursuant to the Redevelopment Law; and

**WHEREAS**, on July 17, 2017 the Committee adopted the Kings Landing at Woolwich Township Redevelopment Plan (the “Redevelopment Plan”) by Ordinance No. 2017-12;

**WHEREAS**, the Committee amended the Redevelopment Plan to include the Redevelopment Area set forth herein by Ordinance No. 2019-25, adopted December 30, 2019, by; and

**WHEREAS**, Redeveloper is the owner of property identified on the Tax Maps of the Township of Woolwich as Block 11, Lots 20 and 21 (the “Property”) and which Property is located within the Redevelopment Area; and

**WHEREAS**, Township desires to appoint Redeveloper as the redeveloper for the Property pursuant to the Redevelopment Law; and

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

**WHEREAS**, Redeveloper has provided conceptual proposals to redevelop the Property, together with related improvements and facilities; 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 is authorized to enter into contracts for the planning, construction or undertaking of any redevelopment project or redevelopment work consistent with the Redevelopment Plan 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 Redeveloper as redeveloper for the Property subject to execution of this Agreement and satisfaction of all its terms and conditions; and

**WHEREAS**, Redeveloper desires to redevelop the Property in accordance with the Redevelopment Plan; and

**WHEREAS**, the Township desires that the Property be redeveloped by Redeveloper in accordance with this Agreement and the Redevelopment Plan; and

**WHEREAS**, pursuant to the Redevelopment Law, the Parties desire to enter a Agreement to set forth the terms and conditions pursuant to which the Property is to be redeveloped.

**NOW THEREFORE, BE IT RESOLVED** that the Township Committee of the Township of Woolwich is hereby authorized to:

1. Enter into and execute a Redevelopment Agreement with Liberty Venture I, L.P. for the redevelopment of the Property in accordance with the Redevelopment Plan.
2. Execute any and all documents necessary to complete the redevelopment of the Property by Liberty Venture I, L.P.

**MOTION:**

**SECOND:**

**ROLL CALL VOTE:**

AYES:  
NAYS:  
ABSENT:  
ABSTAIN:

ATTEST: \_\_\_\_\_  
          JANE DiBELLA, Clerk

\_\_\_\_\_  
VERNON MARINO, Mayor

## REDEVELOPMENT AGREEMENT

This **REDEVELOPMENT AGREEMENT** ("Redevelopment Agreement" or "this Agreement"), dated as of \_\_\_\_\_, 2020 ("Effective Date"), by and between the **TOWNSHIP OF WOOLWICH**, Gloucester County, New Jersey, a municipal corporation of the State of New Jersey, with offices at 120 Village Green Drive, Woolwich Township, New Jersey 08085 (the "Township"), and **LIBERTY VENTURE I, LP**, a Delaware limited partnership with offices at 650 Swedesford Road, Suite 400, Wayne, Pennsylvania 19087 (the "Redeveloper"). The Township and the Redeveloper are sometimes hereinafter referred to singularly as the "Party" and jointly as the "Parties".

### WITNESSETH

**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 Redevelopment Law"), 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 Redevelopment Law, 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 identified on the Tax Maps of the Township of Woolwich as Block 62, Lots 2 & 3, Block 59, Lots 6, 6.01, 6.02, 7 (part of), 8 & 10 satisfy the criteria for

designation as an area in need of redevelopment pursuant to the Redevelopment Law, such that the municipality may use all those powers provided by the Redevelopment Law 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-2019-114 to amend Resolution R-2019-92 to include property identified on the Tax Maps of the Township of Woolwich as Block 63, Lot 3 as part of the JLUB preliminary investigation to determine whether certain areas within the Township of Woolwich satisfy the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law; and

**WHEREAS**, on May 6, 2019, the Committee adopted Resolution R-2019-129 to include identified on the Tax Maps of the Township of Woolwich 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 & 5.02, Block 16, Lots 1, 2, 3, 4 & 4.01 as part of the JLUB preliminary investigation to determine whether certain areas within the Township of Woolwich satisfy the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law; and

**WHEREAS**, the JLUB, after giving notice and conducting a public hearing on July 18, 2019, adopted Resolution #2019-23 to accept the report of J. Timothy Kernan, PE, PP, CME of Maser Consulting, P.A., dated July 2019 finding that the property identified on the Tax Maps of the Township of Woolwich 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") satisfy the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law and to recommend to the Township Committee that it declare the Redevelopment Area , an area in need of redevelopment such that the municipality may use all those powers provided by the Redevelopment Law for the 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 August 5, 2019, the Committee adopted Resolution R-2019-194 accepting the recommendation of the JLUB and declaring the Redevelopment Area an area in need of redevelopment pursuant to the Redevelopment Law; and

**WHEREAS**, on July 17, 2017 the Committee adopted the Kings Landing at Woolwich Township Redevelopment Plan (the “Redevelopment Plan”) by Ordinance No. 2017-12;

**WHEREAS**, the Committee amended the Redevelopment Plan to include the Redevelopment Area set forth herein by Ordinance No. 2019-25, adopted December 30, 2019, by; and

**WHEREAS**, Redeveloper is the owner of property identified on the Tax Maps of the Township of Woolwich as Block 11, Lots 20 and 21 (the “Property”) and which Property is located within the Redevelopment Area; and

**WHEREAS**, Township desires to appoint Redeveloper as the redeveloper for the Property pursuant to the Redevelopment Law; and

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

**WHEREAS**, Redeveloper has provided conceptual proposals to redevelop the Property, together with related improvements and facilities as set forth in Section 2.2 hereof (the “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 is authorized to enter into contracts for the planning, construction or undertaking of any redevelopment project or redevelopment work consistent with the Redevelopment Plan 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 Redeveloper as redeveloper for the

Property subject to execution of this Agreement and satisfaction of all its terms and conditions; and

**WHEREAS**, Redeveloper desires to redevelop the Property in accordance with the Redevelopment Plan; and

**WHEREAS**, the Township desires that the Property be redeveloped by Redeveloper in accordance with this Agreement and the Redevelopment Plan; and

**WHEREAS**, pursuant to the Redevelopment Law, the Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which the Property is to be redeveloped.

**NOW, THEREFORE**, for and in consideration of the promises and the mutual representations, covenants and agreements herein set forth, the parties hereto, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

## **ARTICLE 1 DEFINITIONS AND INTERPRETATIONS**

SECTION 1.1. Definitions. Except as expressly provided herein to the contrary, all capitalized terms used in this Redevelopment Agreement and its attached schedules shall have the following meanings:

(a) “Affiliate” means with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

(b) “Township” means the Township of Woolwich, Gloucester County, New Jersey, a municipal corporation of the State of New Jersey. For the purposes of this Agreement, the Township Committee of the Township of Woolwich is the designated Redevelopment Entity for the Redevelopment Area pursuant to N.J.S.A. 40A:12A-3.

(c) “Township Indemnified Parties” means the Township and its officers, agents, elected officials, employees, contractors, and consultants.

(d) “Certificate of Completion” means a certificate issued by the Township in accordance with Section 2.7 of this Redevelopment Agreement.

(e) “Development Approvals” means final and non-appealable approval for all applicable governing agencies of the Plans for the Project as submitted by the Redeveloper to the Planning Board.

(f) “Effective Date” means the date of this Redevelopment Agreement, which shall be entered on the first page hereof.

(g) “Governmental Approvals” means all necessary reviews, consents, permits, licenses, leases, easements or grants or other approvals of any kind, including, but not limited to, Development Approvals, agreements for utility relocation and service legally required by or from any Governmental Body, each of which must be final and non-appealable, in order to carry out the Project.

(h) “Governmental Body” means any federal, state, county or local agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, and any public utility, including, without limitation, the Township and the State of New Jersey or any other quasi-governmental agency having jurisdiction of the subject matter.

(i) “Impositions” means all taxes, payments in lieu of taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, connection fees, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Property or on any of the improvements constructed thereon, if duly negotiated in the Redevelopment Agreement, or properly imposed by Township Ordinance or State Law. Any Impositions established by Ordinance shall be paid at the rates set at the time the payment of such Imposition is due.

(j) “Legal Requirements” means all laws, statutes, codes, ordinances, orders, regulations and requirements of any Governmental Body, now or hereafter in effect, and, in each case, as amended from time to time.

(k) “Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or corporation, trust, unincorporated association, institution, public or Governmental Body, or any other entity.

(l) “Plans” is defined in Section 2.2(a) hereof.

(m) “Planning Board” means the Joint Land Use Board of the Township of Woolwich.

(n) “Project” is defined in Section 2.2 hereof.

(o) “Property” shall have the meaning set forth in the Recitals of this Agreement.

(p) “Redevelopment Agreement” means this Redevelopment Agreement between Township and Redeveloper and any written amendments and supplements hereto that are executed by the Parties.

(q) “Redevelopment Area” shall have the meaning given to it in the recitals.

(r) “Redevelopment Law” shall have the meaning given to it in the recitals.

(s) “Redevelopment Plan” shall have the meaning given to it in the recitals.

(t) “Reimbursable Township Costs” is defined in Section 5.1 hereof.

(u) “Term” is defined in Section 1.2 hereof.

SECTION 1.2. Term. This Redevelopment Agreement shall be effective upon the Effective Date, and shall remain in full force and effect from such Effective Date until the earlier of the date the Project has been implemented and completed as evidenced by the issuance of the final Certificate of Completion for the final component of the Project or five (5) years from the Effective Date, unless it is terminated earlier in accordance with the terms hereof (“Term”).

## ARTICLE 2 IMPLEMENTATION OF PROJECT

SECTION 2.1. Exclusive Redeveloper. The Redeveloper, subject to the provisions hereof, is the designated Redeveloper and shall have the exclusive right to carry out the Project on the Property unless this Agreement is terminated in accordance with its terms. For the Term of this Redevelopment Agreement, the Township shall not designate any other Person redeveloper of the Property .

SECTION 2.2. The Project.

(a) Project Description. The Project shall consist of the redevelopment of the Property via the construction of up to 460,000 square foot commercial distribution facilities and related site improvements in accordance with the concept plan (the “Plans”) attached hereto as Exhibit “A” (the “Project”), all in accordance with the Redevelopment Plan as amended from time to time in accordance with this Agreement and all Governmental Approvals. Redeveloper may modify the Project subject to the consent of the Township, provided further that such modification is in conformance with the Redevelopment Plan.

(b) Permits. Redeveloper shall obtain all necessary permits to construct the Project and shall pay any fees or Impositions for the issuance of such permits as required by law, at its sole cost and expense.

SECTION 2.3. Governmental Approvals.

(a) Redeveloper shall obtain all Governmental Approvals for the Project consistent with the Plans, including but not limited to, site plan approval from the

Township Joint Land Use Board (“JLUB”) and the Gloucester County Planning Board, at its sole cost and expense. Redeveloper shall use reasonably diligent efforts to expeditiously secure, or cause to be secured, any and all other Governmental Approvals, and shall carry out the Project in conformance therewith. Redeveloper shall upon written request of the Township provide the Committee with a copy of any applications to, and correspondence to or from, any Governmental Body. .

SECTION 2.4. Governmental Approval Fees. The Redeveloper shall pay all the Township permit, application, escrow and approval fees (“Township Fees”) and other non-Township fees for Governmental Approvals, which include any application fees for Governmental Approvals payable by the Township to all required Governmental Bodies other than the Township in connection with the Project, or application fees for which the Township is required to reimburse other Governmental Bodies in connection with Governmental Approvals.

SECTION 2.5. Amendment of Redevelopment Plan; Modification of Project Improvements.

(a) Upon a request by the Redeveloper, the Township will review a proposed amendment to this Agreement or the Redevelopment Plan to accommodate variations to the Project, provided such variations are generally consistent with the intent and purpose of the Redevelopment Plan. The Township will respond to any request for an amendment to the Agreement or the Plan within thirty (30) days of such request.

(b) In the event that, notwithstanding the Township’s willingness to amend this Agreement and/or the Redevelopment Plan, the provisions of the Redevelopment Plan, the scope and conditions of the Governmental Approvals or other conditions make it commercially unreasonable to construct the Project or any portion thereof, the Redeveloper shall have the right to terminate this Redevelopment Agreement as to all or part of the Project or Property, or request the Township agree to a modification of the Project to reduce or increase the size of or reconfigure the Project in order to achieve a different yield or design consistent with the intent of the Redevelopment Plan.–Further, the Redeveloper’s rights to carry out the Project in accordance herewith and subject to the

provisions hereof shall, notwithstanding any amendment to the Redevelopment Plan subsequent to the Effective Date, be vested for the Term of this Redevelopment Agreement and Redeveloper shall have the right to request such Governmental Approvals as may be necessary to develop the Project.

(c) The Township shall not amend or cause the amendment of the Redevelopment Plan as to the Property in a manner that adversely affects Redeveloper or the Project during the Term of this Agreement without the prior written consent of the Redeveloper. The Township agrees to timely notify Redeveloper of any proposed amendments to the Redevelopment Plan, and any ordinances relating thereto. The Township shall provide Redeveloper a meaningful opportunity to comment on such proposed amendments to the Redevelopment Plan.

SECTION 2.6. Project Construction. The Redeveloper agrees, subject to receiving all Governmental Approvals, to commence and complete construction of the Project within five (5) years of the Effective Date, including without limitation, such grading, parking, utilities and connections as may be required for the intended use thereof. .

SECTION 2.7 Certificate of Completion. The substantial completion of the Project shall be evidenced by a certificate issued by the Township in recordable form reasonably satisfactory to Redeveloper ("Certificate of Completion"), accepting the terms of a written certification of a duly authorized officer of the Redeveloper stating that: (i) the Project has been completed in material compliance with the Site Plan; (ii) a Certificate of Occupancy for the Project has been obtained from the Township; and (iii) all Project site improvements necessary for the use and operation of the Project have been completed in material compliance with this Agreement. Upon the written request of a Certificate of Completion from the Redeveloper the Township shall provide a Certificate of Completion, which shall not be unreasonably withheld, conditioned or delayed within thirty (30) days of receipt of such written request for the Redeveloper. The issuance of a Certificate of Completion shall be accompanied by a release of any performance guarantee held by the Township, except for any security posted for minor finish items as noted below.

If the Township determines that the Redeveloper is not entitled to a Certificate of Completion, the Township shall provide the Redeveloper with a written statement of the reasons the Township refused or failed to furnish a Certificate of Completion within thirty (30) days of the date that the Redeveloper requests a Certificate of Completion, and the Township shall issue its Certificate of Completion upon the posting of a bond (or other reasonable security) with the Township to guarantee completion of only the specific punch list items by the Redeveloper, in an amount representing the fair value of the work not yet completed. Reduction pursuant to N.J.S.A. 40:55D-53 of the estimated line item amount for any improvement listed on the bond estimate corresponding to the performance bond(s) furnished hereunder shall be deemed to constitute approval and acceptance of the improvement so estimated to the extent of such reduction(s). The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants in this Redevelopment Agreement and in the Redevelopment Plan with respect to the Redeveloper's obligation to construct the Project, as applicable, in accordance herewith. Upon issuance of the Certificate of Completion, the conditions determined to exist at the time the Property was determined to be an area in need of redevelopment shall be deemed to no longer exist. Upon issuance of the Certificate of Completion, or the expiration of the Term, the Township and Redeveloper shall have no further obligations pursuant to this Redevelopment Agreement.

### **ARTICLE 3 EXISTENCE OF UTILITIES; INFRASTRUCTURE.**

SECTION 3.1. Infrastructure Improvements and Public Improvements. The Redeveloper shall design and construct, or cause to be designed and constructed by others, any proposed utilities and their related infrastructure improvements within the Project in accordance with typical and ordinary standards required by the Governmental Body with jurisdiction and shall construct the infrastructure improvements in a good and workmanlike manner and in accordance with all applicable Legal Requirements.

(a) Cooperation. Both Parties shall fully cooperate with each other as necessary to accomplish the Project, including entering into additional agreements that may be required provided, however, that such actions shall not result in a material increase in the Parties' respective obligations hereunder or material decrease in the parties' respective

rights hereunder. Furthermore, the Township agrees to cooperate with the Redeveloper as necessary and reasonable in obtaining the Governmental Approvals. Redeveloper shall reimburse the Township, through the Escrow (hereafter defined), for the Township's actual cost incurred in providing such cooperation, including but not limited to the cost of the Township's professionals to draft or review documents necessary to provide the cooperation required herein or to obtain Governmental Approvals.

#### **ARTICLE 4 PROJECT OVERSIGHT**

SECTION 4.1. Access to Project Site. Upon reasonable prior notice and accompaniment by a representative of the Redeveloper, the Township and its authorized representatives shall have the right to enter the Property to inspect the Project and any and all work in progress for the purpose of furthering its interest in this Redevelopment Agreement; *provided, however,* that Township hereby acknowledges that the Property will be an active construction site and the Redeveloper shall not be liable or responsible to the Township, its employees or agents for injury to Person or property sustained in connection with such inspections except to the extent that the Redeveloper violates the standard of due care owed to invitees. Such entrance shall be for informational purposes and shall not relieve the Redeveloper from its obligation to implement the Project in accordance with this Redevelopment Agreement. In no event shall the Township's inspection of the Project be deemed acceptance of the work or be deemed to waive any right the Township has under this Redevelopment Agreement.

#### **ARTICLE 5 REDEVELOPER AND TOWNSHIP FINANCIAL OBLIGATIONS AND TRANSFER RESTRICTIONS**

##### SECTION 5.1. Reimbursable Township Costs.

(a) In addition to payment of Township Fees, in accordance with Section 2.4 of this Agreement, the Redeveloper shall reimburse the Township for its out-of-pocket costs incurred by in connection with the Project ("Reimbursable Township Costs"), including the negotiation and execution of this Agreement, in accordance with the

Township's rate schedule attached hereto as Schedule 5.1, and in accordance with the procedures set forth in N.J.S.A. 40:55D-53.2 et seq.

(b) Redeveloper has posted the sum of fifteen thousand Dollars \$15,000 with the Township Clerk to be held in an escrow account to pay the Reimbursable Township Costs ("Escrow"). If the Escrow falls below three thousand Dollars (\$3,000.00) during the Term of this Redevelopment Agreement, the Redeveloper shall replenish the Escrow to a balance of Fifteen Thousand Dollars (\$15,000.00) within fifteen (15) days after written demand by the Township (the "Escrow Fund Deficiency Notice"), which includes documentation and accounting establishing such deficiency. At least ten (10) days prior to making any disbursement from the Escrow, written notice of the proposed disbursement shall be sent to the Redeveloper, setting forth: (a) the amount of the disbursement; (b) the name of the person, company or entity designated to receive payment; and (c) a description, in reasonable detail, of the particular cost to be paid or reimbursed in accordance with this Redevelopment Agreement (including hours worked and billing rates). If the Redeveloper does not object to such disbursement within ten (10) days after receipt of such notice, the Redeveloper will be deemed to have acquiesced to the same. Unless this Agreement provides otherwise, any funds remaining in the Escrow shall be returned to Redeveloper within thirty (30) days after issuance of a Certificate of Completion, or upon termination of this Redevelopment Agreement, except in the event of a termination caused by an Event of Default by the Redeveloper.

SECTION 5.2. Prohibitions Against Transfers. The Redeveloper recognizes the importance of the Project to the general welfare of the community and that the actions taken by the Township pursuant to the Redevelopment Law make such redevelopment possible. The Parties acknowledge and agree that a change in control of the Redeveloper will be considered a transfer or disposition of the interest in the Property then owned by the Redeveloper so that the qualifications and identity of the successor Redeveloper and its principals are of particular concern to the Township.

Accordingly, prior to the issuance of a Certificate of Completion for the Project or any part thereof, pursuant to N.J.S.A. 40A:12A-9(a), except as otherwise permitted by this Agreement, Redeveloper shall not sell, lease or otherwise transfer the Project or any such part, without the written consent of the Township in accordance with this Agreement. The prohibition in this Section 5.2. shall apply to any sale, transfer, pledge, or hypothecation of a controlling interest in Redeveloper or the Project. The foregoing shall not apply, however, to a change of form of the Redeveloper entity, provided that there is no change in the controlling interest of Redeveloper. The restrictions in this Section 5.2 shall not apply to conveyances set forth in Section 5.2.1.

Notwithstanding anything to the contrary contained herein, with respect to any Transfer that requires the Township's consent pursuant to the terms of Section 5, the Township shall not unreasonably withhold, condition or delay its consent to such Transfer. The Township may require Redeveloper to provide such documentation related to the transferee as it deems reasonably necessary to determine whether to consent to the transfer. The Township shall notify the Redeveloper in writing whether the Township consents to a Transfer within thirty (30) days after Redeveloper's written request to the Township for such consent. Upon any approved Transfer or Permitted Transfer hereunder, and provided that the transferee has executed an Assignment and Assumption of this Agreement in such form as is reasonably requested by the Township in order to assure that the transferee has assumed all of the Redeveloper obligations under the Redevelopment Agreement, the transferor shall no longer have any rights, obligations or liability under this Agreement with respect to the Project, or portion thereof, that is the subject of the approved Transfer or Permitted Transfer.

5.2.1 Permitted Transfers. Notwithstanding the foregoing, the Township hereby consents, without the necessity of any further approval, to the following conveyances:

- A. A conveyance of driveways, roads, infrastructure, open space and other common property to a property owners' association or similar entity.

- B. Leases to end-user tenants of individual units prior to the issuance of a Certificate of Completion so long as Redeveloper retains its obligations under this Agreement or such tenant executed an assumption of the Redeveloper's obligations under this Agreement as to the individual unit leased or deeds to end-users of individual condominium units, if any, provided such end-users execute an assumption of the Redeveloper's obligations under this Agreement as to the individual unit conveyed.
- C. Utility and other necessary easements.
- D. A mortgage or mortgages or leases or leasehold or other financing and other liens and encumbrances solely for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project.
- E. A conveyance of the Property or any portion thereof to the holder of any mortgage authorized under this Agreement, whether through foreclosure, deed-in-lieu of foreclosure, or otherwise.
- F. A transfer of any interest in the Project to an Affiliate of Redeveloper.
- G. Leasing of the Project for occupancy to commence on or after the issuance of a Certificate of Completion.

5.2.2. Notice of Permitted Transfers. With respect to any Permitted Transfers described in Section 5.2.1 hereof, the Redeveloper shall provide to the Township written notice at least thirty (30) days prior to such Permitted Transfer, including a description of the nature of the Permitted Transfer, and the name(s) and address(es) of the transferee. The Redeveloper shall cause any transferee to execute an Assignment and Assumption Agreement in such form as is reasonably requested by the Township in order to assure that the transferee has assumed all of the Redeveloper's obligations under this Redevelopment Agreement.

5.2.3 Transferee to be Bound. The terms of this Redevelopment Agreement and the Exhibits attached hereto shall be binding upon the transferee or assignee, unless

otherwise amended in writing, and any agreement between the Redeveloper and any transferee shall expressly state the transferee agrees to be so provide.

5.2.4. Transfers Void. Any transfer of the Redeveloper's interest in violation of this Redevelopment Agreement shall be a Redeveloper Event of Default and shall be null and void *ab initio*. Such default shall entitle the Township to seek all remedies available under the terms hereof, including termination of this Redevelopment Agreement. Except for Permitted Transfers, in the absence of specific written consent by the Township in accordance with Section 5.2 hereof, no Transfer shall be deemed to relieve the Redeveloper from any obligations under this Redevelopment Agreement.

5.2.5 Subsequent Conveyance by Redeveloper. Upon issuance of a Certificate of Completion for any portion of the Project, the Redeveloper shall have the right to sell, lease or otherwise transfer, convey or encumber any such portion of the Project without the consent of the Township and free of any restrictions imposed by this Agreement.

SECTION 5.3. Tax Agreement. The Township acknowledges that the financial viability of the Project will depend on the Township agreeing to enter into a financial agreement with the Redeveloper, or its Affiliate, pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "Tax Exemption Law"). The Township, after the Township's adoption of an ordinance authorizing the Financial Agreement, as defined below, and receipt of documentation that the Redeveloper, or its permitted assignee, has satisfied the requirements of the Tax Exemption Law, agrees to enter into a financial agreement with the Redeveloper, or the affiliated entity established by Redeveloper to take title to the Project, providing for a payment in lieu of taxes (the "PILOT") pursuant to the Tax Exemption Law ("the "Financial Agreement"). Following the Effective Date, the Redeveloper may submit to the Township an application for tax exemption in accordance with the Tax Exemption Law and the terms of this Agreement, which shall provide, *inter alia*, that the Redeveloper shall make annual payments to the Township in lieu of taxes in an amount set forth in the Financial Agreement. The Redeveloper shall, prior to the execution of the Financial Agreement, obtain approval of its status as an Urban Renewal Entity in accordance with the Tax Exemption Law. Prior to execution of the Financial

Agreement, the Redeveloper shall deliver to the Township a certified copy of the Certificate of Formation of the Redeveloper. The Township's agreement to enter into such Financial Agreement is subject to Redeveloper's compliance with all applicable requirements of the Tax Exemption Law and the Committee's determination that it is in the Township's interest to adopt an ordinance approving the Financial Agreement and that without such action the Project would not proceed. The term of each Financial Agreement shall be for the earlier of the expiration of thirty-five (35) years from the date of the execution of the Financial Agreement or thirty (30) years from the Completion Date of the Project.

SECTION 5.4. Rights of Institutional Mortgagee. Any financial institution lending money on the security of the real Property in the Project shall be entitled to the protection of N.J.S.A. 55:17-1 et. seq. providing for notification, right to cure, right to possession, right to assume control of mortgagor, right to enter into possession of and operate premises, right to the entry of a judgment of strict foreclosure, right to recover on the underlying loan obligation without first proceeding with foreclosure, right to proceed to foreclosure, separately from or together with suit on the underlying obligation, and such other rights all as specifically provided in N.J.S.A. 55:17-8.

- A. This Agreement as a financial arrangement made by a governmental body or agency of the State of New Jersey pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the project, as though such default or foreclosure had not occurred, subject to the provision of N.J.S.A. 55:17-1 et. seq.
- B. The Township agrees to execute any further amendments to this Agreement that may reasonably be required by an institutional lender and further to make any technical, non-substantive, modifications to this Agreement that may be required by an institutional lender; provided that any such agreement or document shall not materially and adversely alter any of the rights or obligations of the Redeveloper or the Township under this Agreement.

C. Estoppel Certificate. Within thirty (30) days following written request therefore by the Redeveloper, or of any lender, purchaser, tenant or other party having an interest in the project, the Township shall issue a signed estoppel certificate either stating this Agreement is in full force and effect and that there is no default or breach under this Redevelopment Agreement, or stating the nature of the default or breach or event, if any. In the event the estoppel certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured. No more than a reasonable number of estoppel certificates may be requested per year.

SECTION 5.5. Mortgagee's Right To Cure Redeveloper's Default. After any breach or Default referred to in Section 5.4, each holder shall have the right, at its option and to the extent permitted by the loan/mortgage documents, to cure or remedy such breach or Default (if the holder shall opt to cure or remedy the breach or Default, the times to cure provided herein shall be extended for such a period of time equal to the time otherwise applicable to Redeveloper for cure) and to add the cost thereof to its mortgage. If the breach or Default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to require the holder to obtain the Township's approval, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project; provided however, that the holder shall provide notice to the Township of its intent to complete construction. Any such holder who shall properly complete the Project or applicable part thereof shall be entitled, upon written request made to the Township, to receive the Certificate of Completion and such Certificate shall mean and provide that any remedies or rights that Township shall have or to be entitled to due to the failure of Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any Default with regard to construction of the Project or applicable part thereof, or due to any other Default in or breach of this Agreement by Redeveloper or such successor, shall not apply to the part or unit of the Property to which such Certificate of Completion relates.

## ARTICLE 6 INDEMNIFICATION

### SECTION 6.1. Township Protections

a. Release. As part of the consideration given for this Agreement, the Redeveloper and its Affiliates (“Releasers”) now and forever waive, release, and discharge the Township, and all of their administrators, committeeman, directors, officers, members, assigns, successors, agents, employees, professionals, servants, licensees, invitees, visitors, guests, consultants, experts, contractors, sub-contractors, and independent contractors (“Releasees”), from and against any and all actions, causes of action, obligations, expenses, liabilities, losses, penalties, fines, fees, costs, claims, suits and direct and/or consequential damages, including damages for personal injury or death, property damage or violations of laws, foreseen or unforeseen, including without limitation expenses, attorneys’ fees and experts’ fees (“Claims”) as a result of (a) the condition of the Property (including the environmental condition) and (b) Releasers’ acquisition, use, possession, conduct, management, planning, design, construction, remediation, installation, financing, marketing, leasing or sale of the Project or Property,. Said provisions shall survive the cancellation, expiration, or termination of this Agreement for any reason whatsoever, provided, however, that nothing herein shall be construed as a release of any Claims arising from any breach of this Agreement by the Township or any Releasees or any willful misconduct by the Township or any Releasees.

b. Indemnification. Except as specifically set forth in the Agreement, the Redeveloper covenants and agrees, at its expense, to pay and to indemnify, protect, defend and hold the Township, and all of its administrators, committeeman, directors, officers, members, assigns, successors, agents, employees, professionals, servants, licensees, invitees, visitors, guests, consultants, experts, contractors, sub-contractors, and independent contractors (“Indemnitees”) harmless from and against all liability, losses, damages, demands, costs, claims, injury, investigations, remediation costs, lawsuits, civil proceedings, administrative proceedings, fines, penalties, and expenses (including attorney’s fees and court costs) and disbursements of every kind, character and nature resulting, wholly or partially, from the condition, use, possession, conduct, management, planning, design, acquisition,

construction, installation, financing, leasing or sale of the Project, including but not limited to, (i) the death of any person or any accident, injury, loss, and damage whatsoever to any person or to the property of any person which shall occur on the Property, (ii) any lawsuit or other proceeding commenced by any third person or entity, because of action(s) or omissions taken by the Redeveloper, its contractors, employees, agents, representatives, in connection with the Project or this Redevelopment Agreement; or (iii) any damages resulting from the performance or any unexcused failure or delay of performance by the Redeveloper of its obligations under this Redevelopment Agreement, unless by reason of a Force Majeure Event (hereinafter "Liabilities"); provided, however, that such indemnity shall not include any loss that is caused in part or in whole by the gross negligence or willful misconduct of the Indemnitees.

SECTION 6.2. Insurance. Prior to the commencement of construction, Redeveloper or its construction contractor shall furnish the Township with proof of commercial general liability insurance in minimum coverage amount of \$2,000,000 combined single limit for bodily injury and property damage with the Township, its officers, elected officials, employees, consultants, contractors and agents as additional insureds, with respect to or arising out of any claims relating to Redeveloper's activities on the Property. Said certificate of insurance shall be in effect until the Certificate of Completion has been issued.

## **ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES**

SECTION 7.1. Redeveloper's Default. The Township, by means of a written directive from the Mayor to Redeveloper, shall have the right to declare the Redeveloper in default of this Agreement in the event of the occurrence of any of the following (each, a "Redeveloper Event of Default"):

- (a) The Redeveloper's failure to substantially perform or cause to be performed any of its obligations under the terms of this Agreement;
- (b) A final and unappealable determination by a court of competent jurisdiction that the Redeveloper is insolvent; or

(c) (i) The Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Redeveloper; (iii) the Redeveloper (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper and shall not have been dismissed for a period of sixty (60) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code; (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of sixty (60) consecutive days; or

(d) Failure by the Redeveloper to make any payments for Reimbursable Township Costs owed to the Township when due or any other payments due to Township under this Agreement.

SECTION 7.2. Township Default. The Redeveloper shall have the right to declare the Township in default of this Agreement in the event of the failure by the Township to substantially perform any of its obligations under this Agreement (a “Township Event of Default”).

SECTION 7.3. Right to Cure Default. Upon delivery of written notice of a Redeveloper Event of Default, Redeveloper shall have ninety (90) days to cure such Event of Default, provided that if such Redeveloper Event of Default cannot reasonably be cured within ninety (90) days then, providing that the Redeveloper is diligently proceeding to cure such Redeveloper Event of Default, the Redeveloper will have such time as is reasonably

required to cure the default; provided that with respect to any default related to the failure to make a payment required under this Agreement, Redeveloper shall have ten (10) days to cure such Event of Default. Upon delivery of written notice of a Township Event of Default, the Township shall have ninety (90) days to cure such Township Event of Default, provided that if such Township Event of Default cannot reasonably be cured within ninety (90) days then, providing that the Township is diligently proceeding to cure such Township Event of Default, the Township will have such time as is reasonably required to cure the default.

SECTION 7.4. Force Majeure. Failure or delay of either Party to perform any of its respective obligations under this Agreement by reason of the following events shall not constitute Redeveloper Event of Default or Township Event of Default (as applicable) or other breach of this Agreement: labor disputes, strikes, picket lines, unavailability of materials, freight and delivery delays, energy shortages, boycott efforts, fires, floods, freezes, extreme weather conditions, accidents, war (whether or not declared), terrorism, riots, acts of God, acts (including, but not limited to, a delay in acting or a failure to act) of government (including without limitation any agency, subdivision or department of the United States of America or the State of New Jersey), denial of any Governmental Approval; acts or omissions of other third parties, including litigation by third parties (other than third parties for whom the Party asserting an excusable delay is responsible, such as contractors performing work for that Party), a pandemic that results in a declaration of a state of emergency in New Jersey or other causes which are beyond the reasonable control of the Party asserting an excusable delay (the “Force Majeure”).

SECTION 7.5. Default Rights and Remedies. Except as may otherwise be provided in this Agreement, upon the occurrence of an Redeveloper Event of Default not cured pursuant to Section 7.3 hereof, the Township may terminate this Agreement and institute such proceedings as may be necessary or desirable in its opinion to enforce its rights pursuant to this Agreement and where appropriate may exercise self help and cure and remedy such default or breach. In the event that the Township terminates this Agreement, the Redeveloper’s designation as the redeveloper of the Property shall immediately terminate, together with the Redeveloper’s rights as the Redeveloper. Except as may otherwise be provided in this Agreement, upon the occurrence of a Township Event of Default not cured

pursuant to Section 7.3 hereof, the Redeveloper may terminate this Agreement and institute such proceedings as may be necessary or desirable in its opinion to enforce its rights pursuant to this Agreement and where appropriate may exercise self-help and cure and remedy such default or breach. Notwithstanding anything to the contrary contained herein, in no event shall either party have any liability for consequential, special, exemplary or punitive damages.

**SECTION 7.6. Rights and Remedies of Parties Cumulative; No Waiver by Delay.**

The rights and remedies of the Parties whether provided by this Agreement or by law, shall be cumulative, and except as otherwise specifically provided by this Agreement, the exercise by the Parties of any one or more of such rights or remedies shall not preclude the exercise, at the same or at different times, of any other such rights or remedies for the same default, or for the same failure in respect to any of the terms, covenants, conditions or provisions of this Agreement or any of its remedies for any other default or breach. No delay by either Party in asserting any rights or exercising any remedy shall operate as a waiver of such rights or remedy or otherwise deprive it of, or limit such rights and remedies in any way (it being the intent of this provision that a Party shall not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver by a Party with respect to any specific Redeveloper Event of Default or Township Event of Default (as applicable) be considered or treated as a waiver of the rights of the non-defaulting Party with respect to any other defaults by the defaulting Party under this Section or with respect to the particular default except to the extent specifically waived in writing by the non-defaulting Party. The waiver by either Party of a default or of a breach of any provision of this Redevelopment Agreement by the other Party shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**ARTICLE 8 REPRESENTATIONS AND WARRANTIES**

**SECTION 8.1. Township's Representation and Warranty.** Township represents and warrants to Redeveloper as follows:

(a) Incorporation; Good Standing. Township (a) is a public body corporate and politic of the State of New Jersey, is duly organized, validly existing and in good standing under the laws of the State of New Jersey; and (b) has all requisite corporate power to execute, deliver and perform its obligations under this Redevelopment Agreement.

(b) Authorization. To the best of the Township's actual knowledge, the execution, delivery and performance of this Redevelopment Agreement and the transactions contemplated hereby: (1) have been duly authorized by all necessary corporate proceedings by Township; (2) do not conflict with or result in any breach or contravention of any provision of law, statute, rule or regulation to which Township is subject or any judgment, order, writ, injunction, license or permit applicable to Township or its properties; and (3) do not conflict with any provision of its charter documents, bylaws, or any material agreement or other material instrument binding upon Township. The Township is not in violation of any provision of its charter documents, bylaws, or any agreement or instrument to which it is subject or by which it or any of its properties are bound or any decree, order, judgment, statute, license, rule or regulation, in any of the foregoing cases in a manner that could reasonably be expected to materially adversely affect the ability of Township to perform its obligations under this Redevelopment Agreement.

(c) Enforceability. The execution and delivery of this Redevelopment Agreement will result in valid and legally binding obligations of Township enforceable against it in accordance with the respective terms and provisions hereof, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefore may be brought.

(d) Litigation. There are no pending, and the Township has not received written notice of , threatened actions or proceedings by or before any court or administrative agency or arbitrator against or affecting the Township, or that involve the Township's execution or performance of this Redevelopment Agreement or the

transactions contemplated hereby that, if adversely determined, are reasonably likely, either individually or in the aggregate, to materially adversely affect the ability of Township to perform its obligations under this Agreement.

(e) Redevelopment Law. Township has designated the Property as a non-condemnation area in need of redevelopment pursuant to the Redevelopment Law and the Property remains subject to the Redevelopment Plan, and the Property shall remain so designated, as such Redevelopment Plan may be modified or amended upon approval by Township and Redeveloper. Township has named Redeveloper the redeveloper for the Project in accordance with applicable Legal Requirements.

SECTION 8.2. Redeveloper's Representation and Warranty. Redeveloper represents and warrants to Township as follows:

(a) Formation; Good Standing. Redeveloper: (1) is a duly organized, validly existing and in good standing under the laws of the State of New Jersey and is duly authorized to do business in the State of New Jersey; and (2) has all requisite power to execute, deliver and perform its obligations under this Redevelopment Agreement.

(b) Authorization. The execution, delivery and performance of this Redevelopment Agreement and the transactions contemplated hereby: (1) have been duly authorized by all necessary limited liability company (or its equivalent) proceedings by Redeveloper; (2) do not conflict with or result in any breach or contravention of any provision of law, statute, rule or regulation to which Redeveloper is subject or any judgment, order, writ, injunction, license or permit applicable to Redeveloper or its properties; and (3) do not conflict with any provision of its governing documents, or any material agreement or other material instrument binding upon Redeveloper. Redeveloper is not in violation of any provision of its charter documents, or any agreement or instrument to which it is subject or by which it or any of its properties are bound or any decree, order, judgment, statute, license, rule or regulation, in any of the foregoing cases in a manner that

could reasonably be expected to materially adversely affect the ability of Redeveloper to perform its obligations under this Redevelopment Agreement.

(c) Enforceability. The execution and delivery of this Redevelopment Agreement will result in valid and legally binding obligations of Redeveloper enforceable against it in accordance with the respective terms and provisions hereof, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefore may be brought.

(d) Litigation. There are no pending or, to the knowledge of Redeveloper, threatened actions or proceedings by or before any court or administrative agency or arbitrator against or affecting Redeveloper or any of its Affiliates, or that involve Redeveloper's execution or performance of this Redevelopment Agreement or the transactions contemplated hereby that, if adversely determined, are reasonably likely, either individually or in the aggregate, to materially adversely affect the ability of Redeveloper to perform its obligations under this Redevelopment Agreement.

(e) Covenant Relating to Use of Property. Redeveloper shall not use the Property, or permit the Property to be used, in any manner which violates any applicable Legal Requirements or which is not permitted under the Redevelopment Plan.

## **ARTICLE 9 MISCELLANEOUS**

SECTION 9.1. Notices. Formal notices, demands and communications between the Township and the Redeveloper and from the Redeveloper to the Township (as required herein) shall be deemed sufficiently given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt. Notices may also be sent by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In all cases, 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 either Party may from time to time designate by written notice to the other Party.

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

The Redeveloper:

Liberty Venture I, LP  
One Meadowlands Plaza, Ste 100  
East Rutherford, New Jersey |

Attn: Andrew Kolb

With a Copy to:

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

SECTION 9.2. Non-Liability of Officials and Employees of Township. No individual member, elected or appointed official, employee, or consultants of Township shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

SECTION 9.3. Non-Liability of Officials and Employees of Redeveloper. No individual member, officer, shareholder, director, partner, employee or consultant of Redeveloper shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Township, or its successor, on any obligation under the terms of this Redevelopment Agreement.

SECTION 9.4. Successors and Assigns: No Third Party Beneficiaries. This Redevelopment Agreement shall be binding upon and inure to the benefit of the permitted successors, assigns and Affiliates of the Parties hereto, and their heirs, executors, and administrators. Nothing in this Agreement shall be construed as conferring upon any Person other than the Parties and their respective permitted successors, assigns and Affiliates any right, remedy or claim under or by reason of this Agreement.

SECTION 9.5. Schedules. All Schedules attached hereto and/or referred to in this Redevelopment Agreement are incorporated herein as though set forth in full.

SECTION 9.6. Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 9.7. Severability of Provisions. If any term or provision of this Redevelopment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.

SECTION 9.8. Execution of Counterpart. This Redevelopment Agreement may be executed in one or more counterparts and when each Party has executed and delivered at least one counterpart, this Redevelopment Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument. Photocopies, facsimiles,

and other reproductions of the originally signed Agreement shall be deemed to be the original counterparts to this Agreement.

SECTION 9.9. Drafting Ambiguities; Interpretation. In interpreting any provision of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Redevelopment Agreement, each Party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and have contributed to the final form of same.

SECTION 9.10. Entire Agreement: Waivers and Amendments in Writing. This instrument contains the entire agreement of the Parties hereto regarding the subject matter hereof, and no prior promises, agreements, or warranties written or verbal shall be of any force or effect unless embodied herein. To be valid and enforced, any waivers of any provisions of this Redevelopment Agreement must be in writing and signed by the appropriate authorities of the Township and the Redeveloper and all amendments hereto must be in writing and signed by the Party against whom the waiver is sought. Any amendment or modifications of this Agreement must be in writing and signed by both Parties to be of any force or effect.

SECTION 9.11. Conflict of Interest. No member, official or employee of Township shall have any direct or indirect interest in this Redevelopment Agreement, nor participate in any decision relating to the Redevelopment Agreement which is prohibited by applicable Legal Requirements.

SECTION 9.12. Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the applicable laws of the State of New Jersey, without regard to the conflict of laws provisions thereof. Any litigation pertaining to the Redevelopment Agreement shall be filed in the Superior Court of New Jersey, Gloucester County.

SECTION 9.13. Withholding of Approvals. All approvals, consents and acceptances required to be given or made by any Party hereunder shall not be unreasonably withheld or delayed by a Party.

SECTION 9.14. Return of Escrows. Upon any termination of this Agreement for any reason whatsoever, all unused escrows and other amounts deposited with the Township under this Agreement shall be promptly returned to Redeveloper, after payment of any costs or expenses for which Redeveloper is then liable under the terms of Section 5.1(b) of this Agreement.

**Signatures on Following Page**

**IN WITNESS WHEREOF**, the parties hereto have caused this Redevelopment Agreement to be executed, all as of the date first above written.

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

Witnessed:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Attest:

TOWNSHIP OF WOOLWICH, a New Jersey municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

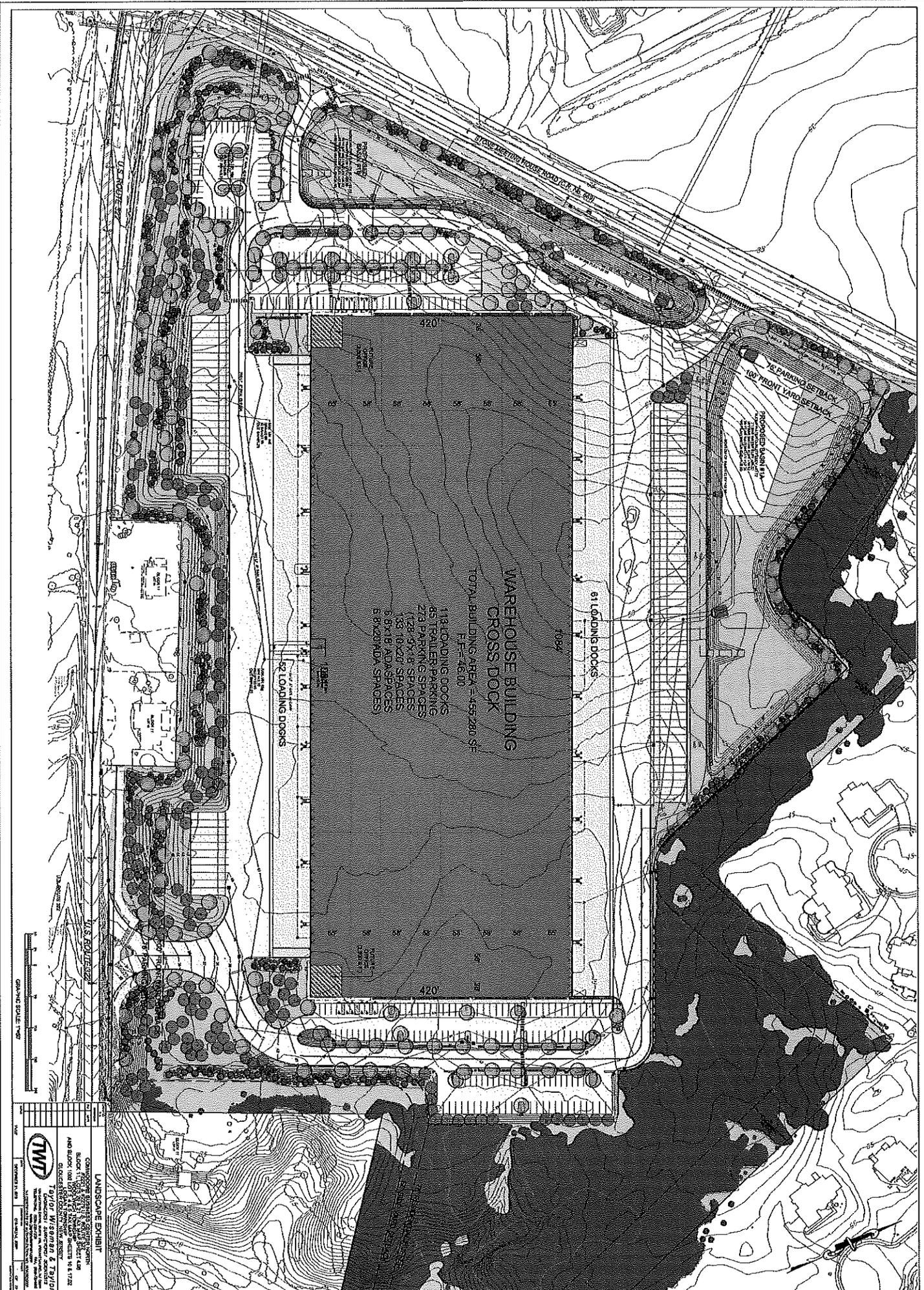
Title:



Schedule 5.1

Township Rate Schedule

For Township Attorney, Planner and Engineer: Annual rate established by Township Agreement for Professional Services.



**WAREHOUSE BUILDING  
CROSS DOCK**  
 TOTAL BUILDING AREA = 457,200 SF  
 F.P. = 46.70  
 118 LOADING DOCKS  
 45 TRAILER PARKING  
 278 PARKING SPACES  
 128 9'x18' SPACES  
 133 10'x20' SPACES  
 6 8'x18' ADA SPACES

TWT  
 TERRY W. THOMAS ARCHITECTS  
 1000 W. 10TH AVENUE, SUITE 100  
 DENVER, CO 80202  
 (303) 733-1111  
 WWW.TWTA.COM

**LANDSCAPE EXHIBIT**  
 CONCEPT SITE PLAN  
 SHEET 1 OF 1  
 AND SHOW THE LOCATION OF THE EXHIBIT SHEET FOR THE  
 PROJECT: 1000 W. 10TH AVENUE, SUITE 100, DENVER, CO 80202  
 DESIGNER: TERRY W. THOMAS ARCHITECTS  
 DATE: 08/11/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

**RESOLUTION AUTHORIZING REFUND OF PERMIT FEES FOR UNIFORM CONSTRUCTION CODE  
R-2020-189**

**WHEREAS**, Hutchinson Plumbing Heating and Cooling applied for and received permitting from the Woolwich Township Uniform Construction Code Department for the installation of a furnace per the following:

Permit# 20-409 – Block 3.40 Lot 10 – 124 Maple Hill Drive - \$205.00

**WHEREAS**, the Owner in Fee is Angelo Fatiga, property owner;

**WHEREAS**, Plan Review was already performed and DCA Training Fees were already paid to the State of New Jersey;

**WHEREAS**, said permits were thereafter cancelled;

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

1. That Permit# 20-409 issued to Hutchinson Plumbing Heating and Cooling for Block 3.40 Lot 10 aka 124 Maple Hill Drive be and is hereby cancelled.
2. That the Woolwich Township CFO be and is hereby authorized and directed to refund \$160.55 for Permit# 20-409 to Angelo Fatiga owner in fee.

Adopted at a meeting of the Township of Woolwich Committee held on September 21, 2020.

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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 21<sup>st</sup> day of September, 2020.

---

Jane DiBella, Clerk

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

**R-2020-190**

**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 2020 tax year and/or refund as noted:

Block 3.40	Lot 35	Fusco, Anthony & Brenda 125 Spruce Trail, Woolwich Twp NJ	\$ 254.12 refund
Block 2.31	Lot 6	Rao, Asha C	290.61 transfer to 2021
Block 28.01	Lot 2Qfarm	Woolwich Gardens	34.61 transfer to 2021
Block 11	Lot 11Qfarm	NAR Farms	317.95 transfer to B11
L 2 Qfarm			
Block 11	Lot 24Qfarm	NAR Farms	17.16 transfer to 2021
Block 14	Lot 26Qfarm	Garozzo, Catherine	48.56 transfer to 2021
Block 43	Lot 9Qfarm	DiBella, Mike	10.44 transfer to 2021
Block 14	Lot 9	Pastiu Investments	21.95 transfer to 2021
Block 36.01	Lot 2Qfarm	Tetrick, Timothy	1.52 transfer to 2021
Block 36.01	Lot 3Qfarm	Tetrick Timothy	27.10 transfer to 2021
Block 28	Lot 15	Weatherby Equities 2.1 LLC	1,068.86 transfer to 2021
Block 1	Lot 2	Maugeri Brothers	42.02 transfer to 2021

Adopted this 21<sup>ST</sup> day of September, 2020

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 21<sup>st</sup> day of September 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**RESOLUTION AUTHORIZING TOTALLY DISABLED VETERAN DEDUCTION  
R-2020-191**

**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 Gary Stanford 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. Homeowner is responsible for the first 12 days of the 3<sup>rd</sup> quarter taxes.

Block 2.01	Lot 42	Gary Stanford	\$	2468.66 refund & cancel 3rd qtr. 2020
				2,838.96 cancel 4 <sup>th</sup> qtr. 2020
				2,991.84 cancel 1 <sup>st</sup> qtr. 2021
				2,991.83 cancel 2 <sup>nd</sup> qtr. 2021

**TDV was approved on July 13, 2020**

Adopted this 21<sup>st</sup> day of September, 2020

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 21<sup>st</sup> day of September, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**RESOLUTION AMENDING RESOLUTION R-2020-179 CORRECTING THE BLOCK AND LOT  
NUMBER AND AMOUNTS TO CANCEL AND/OR REFUND FOR AUTHORIZING TOTALLY  
DISABLED VETERAN DEDUCTION  
R-2020-192**

**WHEREAS**, the Township Committee of the Township of Woolwich approved Resolution R-2020-179 to authorize the Woolwich Township Tax Collector to refund and/or cancel taxes on a certain property taxed in Woolwich Township; and

**WHEREAS**, the wrong block and lot on the Woolwich Tax Map was used and the wrong amounts to cancel and/or refund was given; and

**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 set forth below. Previous homeowner is responsible for the first 57 days of the 3<sup>rd</sup> quarter taxes.

Block 2.22	Lot 8	Alexander, Eugene	\$1,020.58 cancel 3 <sup>rd</sup> qrt 2020
			2,583.07 cancel 4 <sup>th</sup> qrt 2020
			2,657.31 cancel 1 <sup>st</sup> qrt 2021
			2,657.31 cancel 2 <sup>nd</sup> qrt 2021

**TDV was approved on May 28, 2020**

Adopted this 21st day of September, 2020

WOOLWICH TOWNSHIP

\_\_\_\_\_  
Vernon Marino, Mayor

ATTEST: \_\_\_\_\_  
Jane DiBella, Clerk

CERTIFICATION

The foregoing Resolution was duly adopted at a Meeting of the Township Committee of the Township of Woolwich held on the 21st day of September, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**RESOLUTION AUTHORIZING TOTALLY DISABLED VETERAN DEDUCTION  
R-2020-179**

**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 Eugene Alexander 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. Previous homeowner is responsible for the first 57 days of the 3<sup>rd</sup> quarter taxes.

Block ~~2-01~~  
2.22

~~Lot 42~~  
1018

Alexander, Eugene

1020.58 cancel 3<sup>rd</sup> qtr  
\$ 1,007.30 refund & cancel 3<sup>rd</sup> qtr. 2020  
2,583.07 cancel 4<sup>th</sup> qtr. 2020  
2,657.31 cancel 1<sup>st</sup> qtr. 2021  
2,657.31 cancel 2<sup>nd</sup> qtr. 2021

TDV was approved on May 28, 2020

Adopted this 8th day of September, 2020

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 8<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH AUTHORIZING A REDUCTION IN LETTER OF CREDIT AMOUNT- VILLAGES AT WEATHERBY PHASE II, SECTION 2.1**

**R-2020-193**

**WHEREAS**, the Township of Woolwich holds letter of credit #19-14 on the property known as Villages at Weatherby, Phase II, Section 2.1; and

**WHEREAS**, a request has been received from developer Weatherby Equities LLC as to the reduction of the bonded amount; and

**WHEREAS**, Remington and Vernick Engineers has conducted an inspection of the improvements in response to such request, and issued a letter dated September 17, 2020 in which recommendation has been made to authorize such reduction;

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Woolwich that the letter of credit noted below, be and is hereby authorized for reduction to the recommended balance reflected:

Letter of Credit #	Current Amount	Reduced To
19-14	\$823,254.70	\$730,776.40

**BE IT FURTHER RESOLVED** that the reduced amount represents progress to date and does not release the developer from any punch list or contract requirements for the improvements installed to date; and

**BE IT FURTHER RESOLVED** that the Woolwich Township Clerk is authorized and directed to remit a certified copy of this resolution to such developer, and to require submission of a rider in the reduced amount, to be attached to the original Letter of Credit.

Adopted this 21st day of September, 2020

TOWNSHIP OF WOOLWICH

ATTEST: \_\_\_\_\_  
Jane DiBella, Clerk

\_\_\_\_\_  
Vernon Marino, Mayor

CERTIFICATION The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21<sup>st</sup> day of September, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE TOWNSHIP  
COMMITTEE OF THE TOWNSHIP OF WOOLWICH;  
POTENTIAL LITIGATION: EASEMENT  
R-2020-194**

**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 **September 21, 2020**.
2. The general nature of the subject to be discussed at said closed meeting shall be;

Potential Litigation: Easement

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

Adopted on the 21st day of September, 2020

ATTEST:

TOWNSHIP OF WOOLWICH

\_\_\_\_\_  
Jane DiBella, Clerk

\_\_\_\_\_  
Vernon Marino, Mayor