

**AGENDA
WOOLWICH TOWNSHIP COMMITTEE
JUNE 21, 2021**

Call to order:

The June 21, 2021 regular meeting of the Woolwich Township Committee is being called to order. Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act.

Roll Call:

Flag Salute:

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

Ordinances:

2021-09 Ordinance of the Township of Woolwich, County of Gloucester and State of New Jersey Authorizing and Approving a Financial Agreement Between the Township of Woolwich and Liberty Commodore I Urban Renewal, LLC for Property Known as Block 11, Lots 20 and 21, Pursuant to the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 *et seq.*) Second Reading/Public Hearing

2021-10 Uniform Fire Code Ordinance, Township of Woolwich, County of Gloucester
First Reading/Introduction

2021-11 An Ordinance of the Township of Woolwich, County of Gloucester, State of New Jersey Adopting an Amendment to the 2019 Amendment to the Kings Landing Redevelopment Plan Pursuant to N.J.S.A. 40A;12A *et seq.* First Reading/Introduction

Resolutions:

R-2021-127 Resolution Authorizing renewal of Plenary Retail Consumption License #0824-33-003-002 to Center Square Tavern, LLC

R-2021-128 Resolution for Public Fireworks Display

R-2021-129 Resolution Making an Appointment to the Position of Emergency Management Coordinator and Deputy Emergency Management Coordinator Within the Township of Woolwich

R-2021-130 Resolution Authorizing Hiring within the Department of Public Works

R-2021-131 Resolution of the Township of Woolwich Adopting Changes to its Personnel Policy and Procedures Manual

R-2021-132 Resolution of the Township of Woolwich Authorizing a Shared Service Agreement Between the Township of Woolwich and County of Gloucester Regarding Family Entertainment

R-2021-133 Resolution Authorizing Refund of Vendor Fees for Spring Fling Non-Food Vendor

R-2021-134 Resolution Authorizing Placement of Municipal Liens-Property Maintenance

Reports: Month of March
Tax Collector: \$2,858,773.17 remitted
Woolwich Fire Company: Monthly Report
Police: Monthly Report
Township Engineer: Monthly Report
Precision Land: Monthly Sewer Project Update
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: Administration: (Finance; JLUB, TDR Task Force); BDAC
Committeeman Callahan: Solid Waste/Recycling; Municipal Alliance
Dep. Mayor Matthias: Educational Partners; (KRHS and SWSD); Recreation
Mayor Marino: Public Safety; (Police, Fire, Courts)
Old Business: Cannabis Facility Regulations-Solicitor Update

R-2021-135 Closed Session Police Personnel

New Business:

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

Approval of Minutes: May 17, 2021 and Closed Session
June 7, 2021

Approval of Bills and P.O.'s:

Adjournment:

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

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

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 OF THE TOWNSHIP OF WOOLWICH,
COUNTY OF GLOUCESTER AND STATE OF NEW JERSEY AUTHORIZING AND
APPROVING A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF
WOOLWICH AND LIBERTY COMMODORE I URBAN RENEWAL, LLC FOR
PROPERTY KNOWN AS BLOCK 11, LOTS 20 AND 21 , PURSUANT TO THE LONG
TERM TAX EXEMPTION LAW (N.J.S.A. 40A:20-1 *et seq.*
2021-09**

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

WHEREAS, Liberty Commodore I Urban Renewal, LLC (the "Entity") has or will purchase Block 11, Lots 20 and 21 , on the official Tax Map of the Township (the "Property") and cause to be constructed located thereon an approximately 455,280 square foot warehouse distribution center, together with approximately 317 passenger vehicle parking spaces, 85 tractor trailer parking spaces, landscaped buffering, storm water management facilities and related site improvements (collectively, the "Project"); and

WHEREAS, the Long Term Tax Exemption Law of New Jersey, N.J.S.A. 40A:20-1, et. seq. ("Long Term Tax Exemption Law") permits a municipality to enter into a financial agreement exempting real property from tax assessment and accepting payments in lieu of taxes where the property is qualified as a low and moderate income housing project; and

WHEREAS, in accordance with the Long Term Tax Exemption Law, the Entity has submitted a written application ("Application") to the Township for approval of a tax exemption for the improvements to be constructed as part of the Project (collectively, the "Improvements"); and

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

WHEREAS, as part of its Application for tax exemption, the Entity has submitted a form of Financial Agreement ("Financial Agreement") providing for payments in lieu of taxes, a copy of which is attached to this Ordinance as Exhibit "A" which includes exhibits and schedules attached to the Financial Agreement; and

WHEREAS, the Governing Body has heretofore determined that exemption from taxation of the Improvements pursuant to the Financial Agreement and receipt by the Township of annual service charges in lieu of taxes allows for the development of the Property and is, therefore, in the best interest of the Township and is in accordance with the provisions of the Long Term Tax Exemption Law and the public purposes pursuant to which the Project has been undertaken; and

WHEREAS, the Governing Body deems it to be in the best interest of the Township to adopt an Ordinance authorizing the Township to enter into the Financial Agreement with the Entity on the terms and conditions stated in the Financial Agreement attached to this Ordinance and as further set forth herein, including *inter alia* the granting of a tax exemption:

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

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

2. The development of the Project is hereby approved for the grant of a tax exemption under the Long Term Tax Exemption Law by virtue of, pursuant to and in conformity with the provisions of the same.

3. The Financial Agreement and all exhibits and schedules thereto are hereby authorized and approved.

4. The Improvements shall be exempt from real property taxation and in lieu of real property taxes, the Entity shall make payments to the Township of an annual service charge during the term and under the provisions set forth in the Financial Agreement.

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

BE IT FURTHER ORDAINED that the Mayor of the Township of Woolwich is hereby authorized to execute the Financial Agreement and any additional documents as are necessary to implement and carry out the intent of this Ordinance and the Financial Agreement.

TOWNSHIP OF WOOLWICH

BY: _____
Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing Ordinance was introduced upon first reading by the Township Committee of the Township of Woolwich at a meeting held on the 7th day of June, 2021. It will further be considered for final adoption upon second reading and subsequent to a public hearing to be held on such Ordinance, at the next regular meeting of the Township Committee at which time any interested person(s) may be heard. Said meeting to be conducted on the 21st day of June, 2021 at the Woolwich Township Municipal Building, 120 Village Green Drive, Woolwich Twp., beginning at 6:00 p.m.

Jane DiBella, Clerk

CERTIFICATION OF ADOPTION

The foregoing Ordinance was adopted upon second reading and subsequent to a public hearing held on same, at a meeting of the Woolwich Township Committee held on the 21st day of June, 2021.

Jane DiBella, Clerk

EXHIBIT "A"

FINANCIAL AGREEMENT BETWEEN LIBERTY COMMODORE I URBAN RENEWAL,
LLC AND THE TOWNSHIP OF WOOLWICH, NEW JERSEY

4835-9388-0813, v. 1



Jeffrey M. Gradone
Also Member of New York
and Pennsylvania Bars
jgradone@archerlaw.com
609-580-3708 Direct
609-580-0051 Direct Fax

Archer & Greiner, P.C.
101 Carnegie Center
3rd Floor, Suite 300
Princeton, NJ 08540-6231
609-580-3700 Main
609-580-0051 Fax
www.archerlaw.com

May 20, 2021

VIA HAND-DELIVERY

The Honorable Vernon Marino
Mayor, Woolwich Township
120 Village Green Drive
Woolwich Township, New Jersey 08085

Re: Liberty Commodore I Urban Renewal, LLC: Application for Long Term Tax Exemption,
Block 11, Lots 20 & 21, Woolwich Township

Dear Mayor Marino:

Enclosed are two (2) originals and one (1) copy of executed Applications for Long Term Tax Exemption Pursuant to N.J.S.A. 40A:20-8 regarding the above matter. Please date stamp the copy acknowledging receipt and return it to my attention in the enclosed envelope.

If you have any questions, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeffrey M. Gradone", written over a horizontal line.

JEFFREY M. GRADONE

JMG:gv
Enclosure

cc: Jane DiBella, Township Administrator/Clerk (via hand-delivery)
120 Village Green Drive
Woolwich Township, New Jersey 08085

Jeffrey D. Winitzky, Esq. (via electronic mail)
Liberty Commodore I Urban Renewal, LLC (via electronic mail)

221179245v1

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

This Application for long-term tax treatment pursuant to N.J.S.A. 40A:20-1, et seq. ("Application") is hereby made to the Township of Woolwich, County of Gloucester, New Jersey ("Township").

I/We Liberty Commodore I Urban Renewal, LLC, having offices at

(name of Urban Renewal Entity applicant)

1800 Wazee Street, Suite 500 Denver, Colorado 80202,

(address)

hereby make claim for a Long-term Tax Treatment/Financial Agreement for property located at 2221 and 2279 U.S. Route 322, Woolwich Township, Gloucester County, which is further described as Block 11, Lots 20 & 21 on the Tax Maps of the Township of Woolwich.

FURTHER INFORMATION REQUIRED:

1. **Application Date:** May 20, 2021
2. **Applicant Information:**
 - (a) **Applicant Name:** Liberty Commodore I Urban Renewal, LLC
 - (b) **Applicant Address:** 1800 Wazee Street, Suite 500, Denver, Colorado 80202
 - (c) **Applicant Telephone Number:** (201)635-6037
 - (d) **Applicant Facsimile Number:**
 - (e) **Applicant Email Address:** bwarland@prologis.com
3. **Property Information:**
 - (a) **Street Address and all Lots and Blocks:** 2221 and 2279 U.S. Route 322, Woolwich Township, Gloucester County, Block 11 and Lots 20 & 21.
 - (b) **Lot Size:** 45.2 acres

4. **Project Description and Nature:**

- (a) **Describe the project ("Project") subject to this application. Please attach a conceptual site plan to this Application as Exhibit A.**

The proposed Commodore Business Center North – Woolwich development will consist of a 455,280 ± square foot warehouse distribution center together with 317 ± passenger vehicle parking spaces, 85 ± tractor trailer parking spaces, landscaped buffering, stormwater management facilities and related site improvements. See conceptual site plan attached to this Application as Exhibit A.

- (b) **By executing this Application, Applicant states that the Project will conform to the Borough's Master Plan, Redevelopment Plan, and all applicable Ordinances and any variances and/or exceptions therefrom.**
- (c) **Attach the statement of a qualified architect or engineer, setting forth Applicant's estimated cost of the Project as Exhibit B.**

5. **List at Exhibit C attached hereto the source and amount of funds to be subject to the project through investment of private capital, setting forth the amount of securities to be issued therefor or the extent of capital invested and the proprietary or ownership interest obtained in consideration therefor.**

6. **Attach a Conceptual Fiscal Plan for the Project to this Application as Exhibit D. The Conceptual Fiscal Plan shall include a schedule of gross revenue, estimated expenditures for operation and maintenance, payments for interest, amortization of debt and reserves, and payments to the municipality to be made pursuant to a Financial Agreement acceptable to the Township.**

7. **Attach a proposed Financial Agreement for the Project to this Application as Exhibit E for the Township's consideration.**

8. **Provide proof that the Applicant is a New Jersey Urban Renewal Entity as Exhibit F.**

By signing below, Applicant hereby executes this Application as of the date set forth above.

**LIBERTY COMMODORE I URBAN
RENEWAL, LLC**
a New Jersey limited liability company

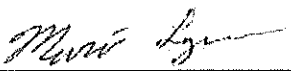
By: Liberty Venture I, LP
a Delaware limited partnership
its sole member

By: Liberty Venture I, LLC
a Delaware limited liability company
its general partner

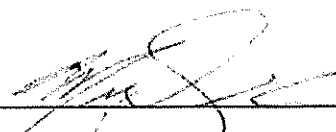
By: Liberty Property Limited Partnership
a Pennsylvania limited partnership
its sole member

By: Liberty Property Trust
a Maryland real estate investment trust
its general partner

WITNESS:

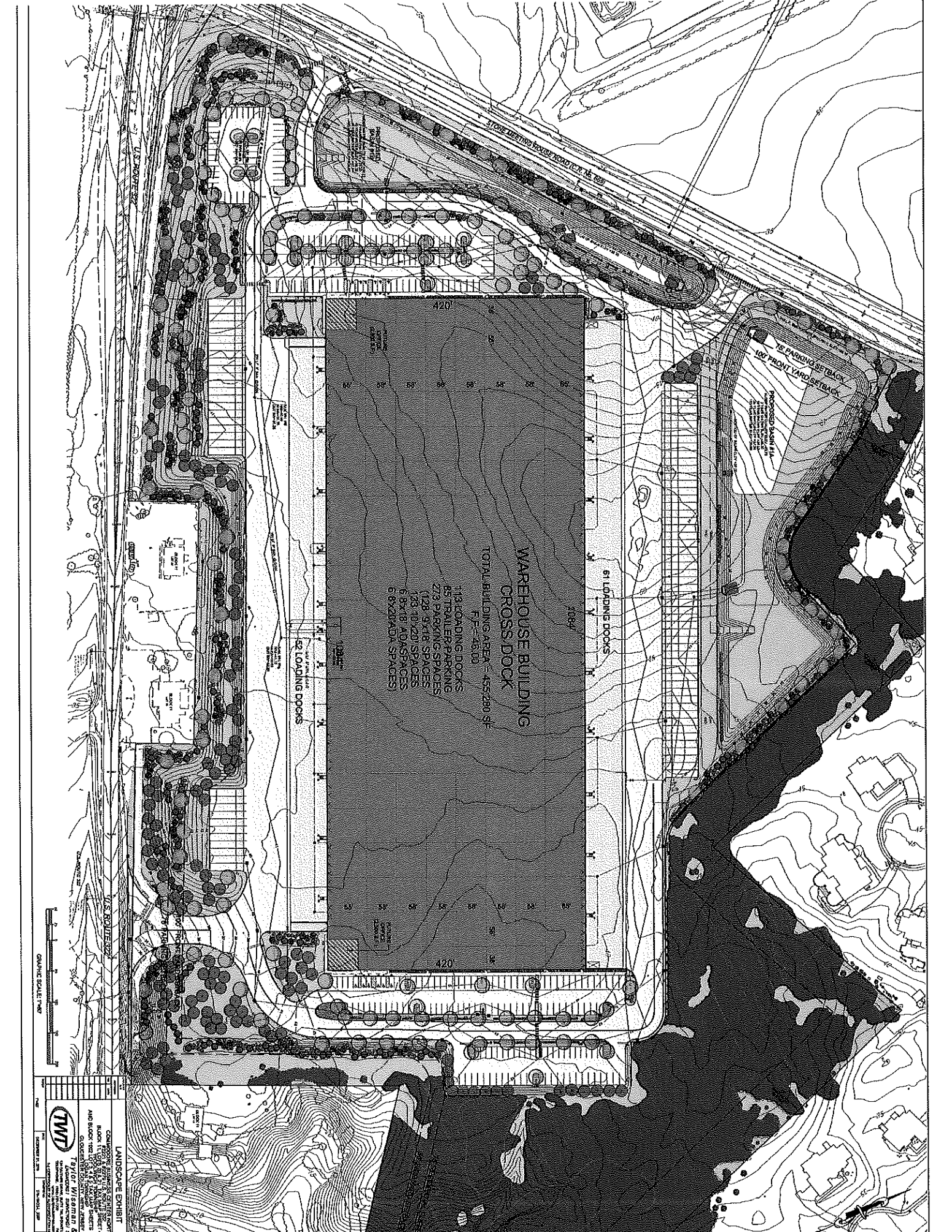


Mario Lagnese

By: 

Name & Title SVP Real Estate Tax
Marc Sances

EXHIBIT A
CONCEPTUAL SITE PLAN



**WAREHOUSE BUILDING
CROSS DOCK**

TOTAL BUILDING AREA = 455,280 SF
F.Y. = 26,000

113 LOADING DOCKS
85 TRAILER SPACES
276 PARKING SPACES
128 9'x18' SPACES
128 10'x20' SPACES
6 8'x18' ADA SPACES
6 8'x24' ADA SPACES

61 LOADING DOCKS

10' PARKING SETBACK
100' FRONT YARD SETBACK

STONE DEFENDING ROAD (C.P. 14, 200)

U.S. ROUTE 22

U.S. ROUTE 22

GRAPHIC SCALE: 1"=40'

TWT

LANDSCAPE ARCHITECTS

1770 UNIVERSITY AVENUE, SUITE 200
ANN ARBOR, MI 48106-1500
TEL: 734.769.1100 FAX: 734.769.1101
WWW.TWTLANDSCAPEARCHITECTS.COM

PROJECT: CAMDEN PLAZA
DATE: 11/15/11
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
SCALE: AS SHOWN

EXHIBIT B
ARCHITECT'S OR ENGINEER'S
STATEMENT OF ESTIMATED PROJECT COSTS

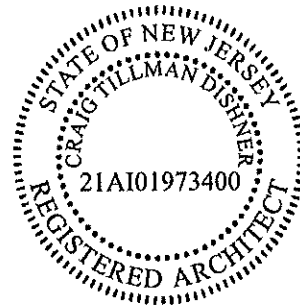
I Craig T. Dishner, AIA, am a licensed architect in the State of New Jersey, employed by DMA Architects. I find reasonable the Estimated Total Project Costs set forth in the attached estimate.

Dated: 12/31/20

Craig T. Dishner

Name: Craig T. Dishner

Title: Architect



PENNTEX CONSTRUCTION

PROLOGIS - COMMODORE BUSINESS CENTER NORTH BUILDING 1 - 455,280 S.F. SPEC WAREHOUSE - 40' CLEAR ESTIMATE 6/10/20 (Revision 2)

BUILDING TOTAL AREA	455,280 S.F.	
BUILDING LENGTH	1,084 L.F.	
BUILDING WIDTH	420 L.F.	
WALL CONSTRUCTION	7' PRECAST, TILT, OR IMP	
CLEAR HEIGHT (AT LOADING DOCK WALLS)	39 FT	INCREASED FROM 35'
WAREHOUSE FLOOR SLAB THICKNESS	7" 6", 7", OR 8"	
DISTANCE TO SITE (1 WAY)	0 MILES	If less than 35 miles, enter 0
# OF DOCK POSITIONS	116 EACH	
PROJECT DURATION	44 WEEKS	
PROJECT DURATION	10 MONTHS	
OFFICE AREA SIZE	0 S.F.	
BAY SIZE - ALONG BUILDING LENGTH	54 FT	# of bays 20
BAY SIZE - ALONG BUILDING WIDTH	56 FT	# of bays 8
LOADING SPEED BAYS?	YES YES / NO	
LOADING DOCK SPEED BAY SIZE	60 FT	
SINGLE OR DOUBLE SIDED LOADING DOCKS	DOUBLE SINGLE / DOUBLE	
# OF COLUMN FOOTINGS	133 EACH	Approx. # of columns 133

Item Description	Quantity	Unit	Price	Amount	Total
01-003 Estimator	6.0	\$	4,615.00 WK	\$	27,690.00
01-004 Project Manager	1/2 time	22.0	\$ 3,800.00 WK	\$	83,600.00
01-005 Asst. Project Manager	1/2 time	22.0	\$ 2,800.00 WK	\$	61,600.00
01-007 Sr. Superintendent	Full time	44.0	\$ 3,800.00 WK	\$	167,200.00
01-008 Assistant Superintendent		12.0	\$ 3,000.00 WK	\$	36,000.00
01-009 Project Administrator	1/4 time	11.0	\$ 2,320.00 WK	\$	25,520.00
DIVISION 1 PENNTEX LABOR SUB-TOTAL				\$	401,610.00
				\$	0.88
01-100 Survey and Layout		1.0	\$ 20,000.00 LS	\$	20,000.00
01-103 Jobsite Transportation		10.0	\$ 650.00 MO	\$	6,500.00
01-104 Project Sign		3.0	\$ 750.00 EA	\$	2,250.00
01-200 Job Site Trailer	Double wide	10.0	\$ 1,000.00 MO	\$	10,000.00
01-201 Job Site Trailer Set-up Fee		1.0	\$ 7,500.00 LS	\$	7,500.00
01-202 Office Furnishings and Supplies (Job site)		1.0	\$ 1,000.00 LS	\$	1,000.00
01-205 Equipment Rental / Purchase		1.0	\$ 2,500.00 LS	\$	2,500.00
01-206 Small Tools		1.0	\$ 1,500.00 LS	\$	1,500.00
01-207 Temporary Sanitary Facilities		10.0	\$ 350.00 MO	\$	3,500.00
01-208 Drinking Water		10.0	\$ 75.00 MO	\$	750.00
01-209 Computer (Job site)		10.0	\$ 250.00 MO	\$	2,500.00
01-301 Temporary Water Usage	Construction useage	10.0	\$ 150.00 MO	\$	1,500.00
01-302 Temporary Electricity - Consumption		10.0	\$ 1,500.00 MO	\$	15,000.00
01-303 Temporary Electricity Hook-up		1.0	\$ 10,000.00 LS	\$	10,000.00
01-400 Temporary Heat	EXCLUDED	0.0	\$ - MO	\$	-
01-401 Temporary HVAC / Gas Usage	EXCLUDED	0.0	\$ - MO	\$	-
01-402 Cold Weather Protection	EXCLUDED	0.0	\$ - LS	\$	-
01-403 Snow Removal	EXCLUDED	0.0	\$ - LS	\$	-
01-504 OSHA Requirements		10.0	\$ 400.00 MO	\$	4,000.00
01-600 Postage and Express Mail		44.0	\$ 25.00 WKS	\$	1,100.00
01-601 Blueprints		1.0	\$ 1,500.00 LS	\$	1,500.00
01-602 Construction Photographs	Drone	1.0	\$ 1,500.00 LS	\$	1,500.00
01-702 Daily Cleanup		455,280.0	\$ 0.06 SF	\$	27,316.80
01-703 Final Cleaning	Windows	1.0	\$ 1,500.00 LS	\$	1,500.00
01-704 Dumpsters		22.0	\$ 850.00 EA	\$	18,700.00
01-805 Cell Phones		10.0	\$ 250.00 MO	\$	2,500.00
DIVISION 1 GENERAL CONDITIONS SUB-TOTAL				\$	142,616.80
				\$	0.31
02-001 Earthwork and Erosion Control		455,280.0	\$ 3.00 SF	\$	1,365,840.00
02-002 Craneway Grading		455,280.0	\$ 0.10 SF	\$	45,528.00
02-392 Retaining Wall	EXCLUDED	0.0	\$ 30.00 SF	\$	-
02-393 Sound Wall	ADDED 20' SOUND WALL - PLYWALL SHIP-LAPPED WOOD SIDING PANELS, STC OF 31	26,800.0	\$ 41.04 SF	\$	1,099,872.00
02-400 Chain Link Fencing and Gates	Perimeter of basins	3,660.0	\$ 26.00 LF	\$	95,160.00
02-451 Landscaping	ADDED COMPENSATORY TREE REPLACEMENTS	1.0	\$ 165,000.00 LS	\$	165,000.00
02-452 Signage		1.0	\$ 5,000.00 LS	\$	5,000.00
02-456 Line Stripping		454.0	\$ 25.00 EA	\$	11,350.00
02-480 Landscaping (Allowance)	ALLOWANCE	1.0	\$ 250,000.00 LS	\$	250,000.00
02-481 Spread Topsoil, Fine Grade, Seed		455,280.0	\$ 0.25 SF	\$	113,820.00
02-500 Light Duty Asphalt Paving		12,759.4	\$ 26.00 SY	\$	331,745.56
02-501 Heavy Duty Asphalt Paving		33,344.8	\$ 36.00 SY	\$	1,200,412.00
02-520 Concrete Aprons / Dolly Pads		146,502.0	\$ 6.50 SF	\$	952,263.00
02-521 Concrete Sidewalks		5,727.0	\$ 7.50 SF	\$	42,952.50
02-528 Concrete Curbs	Includes 12" reveal curbs at trailer parking areas	16,706.0	\$ 17.50 LF	\$	292,355.00
02-733 Water Lines		455,280.0	\$ 1.00 SF	\$	455,280.00
02-850 Storm Sewer		455,280.0	\$ 2.00 SF	\$	910,560.00
02-851 Sanitary Sewer		1,300.0	\$ 50.00 LF	\$	65,000.00
02-900 6" Stone Subbase at Building Pad		455,280.0	\$ 0.80 SF	\$	364,224.00
02-901 Sitework Subcontractor Mobilization / Supervision / Layout		1.0	\$ 100,000.00 LS	\$	100,000.00
02-902 Gas Line Excavation and Backfill		1,300.0	\$ 25.00 LF	\$	32,500.00
02-902 Soil Cement Allowance	ALLOWANCE for one lift of soil cement for building pad, crane road, and access road from main drive	65,288.9	\$ 7.00 SY	\$	457,022.22
02-903 HOP Work - U.S. Route 322	ALLOWANCE (Per Wyndham Site Contractors)	1.0	\$ 350,000.00 LS	\$	350,000.00

PENNTEx CONSTRUCTION

02-904 HOP Work - County Route 669 (Stone Meelinghouse Road)	ALLOWANCE (Per Wyndham Site Contractors)	1.0	\$	600,000.00	LS	\$	600,000.00
02-905 Traffic Signals	ALLOWANCE - New signal and relocating (1) existing signal	1.0	\$	200,000.00	EA	\$	200,000.00
02-906 Utility Pole Relocation	ALLOWANCE - Includes poles indicated on HOP plans only, (3) on Route 322 and (0) on Stone Meelinghouse Road	3.0	\$	35,000.00	EA	\$	105,000.00
DIVISION 2 SITE IMPROVEMENTS SUB-TOTAL			\$	9,610,884.28			
			\$	21.11			
03-101 Concrete Strip Footings	2'-8" x 3'-0"	1,070.8	\$	250.00	CY	\$	267,712.00
03-102 Column Footings	7'-6" x 7'-6" x 1'-6"	498.8	\$	270.00	CY	\$	134,662.50
03-105 2" Perimeter Insulation		12,032.0	\$	1.25	SF	\$	15,040.00
03-107 Set Anchor Bolts and Leveling Plates		133.0	\$	110.00	SET	\$	14,630.00
03-108 Excavate/Backfill Footings/Foundations		1,569.6	\$	50.00	CY	\$	78,479.90
03-109 Stone Backfill at Loading Dock Wall		455,280.0	\$	0.20	SF	\$	91,056.00
DIVISION 3 FOOTINGS / FOUNDATIONS SUB-TOTAL			\$	601,580.40			
			\$	1.32			
03-301 Slab - StegoWrap Vapor Barrier	ADDED 4 mil poly under all slabs	455,280.0	\$	0.15	SF	\$	68,292.00
03-304 Concrete Slab-on-Grade - 8" Thick	INCREASED FROM 7", WAS \$3.75 / SF	455,280.0	\$	4.25	SF	\$	1,934,940.00
03-305 Concrete Slab-on-Grade - 8" Thick Wide Bay Slab at Speed Bay	ADDED 66 LBS / CY STEEL FIBERS THROUGHOUT. WAS \$195,120	455,280.0	\$	1.00	SF	\$	455,280.00
03-306 Slab - Dowels at Control & Construction Joints	ADDED Extended joints throughout	455,280.0	\$	0.30	SF	\$	136,584.00
03-308 Concrete Curing (Wet Cure)	ADDED WET CURE	455,280.0	\$	0.25	SF	\$	113,820.00
03-309 Concrete Curing (Spray Cure)	DELETED	0.0	\$	0.12	SF	\$	
03-310 Concrete Drive-in Ramp		4.0	\$	17,500.00	EA	\$	70,000.00
03-311 Floor Hardener	Seal Hard, Ashford, or Equal, includes Floor Scrubbing	455,280.0	\$	0.12	SF	\$	54,633.60
03-312 Personnel Door Pads		6.0	\$	500.00	EA	\$	3,000.00
03-313 Dock Leveler Pits		116.0	\$	2,000.00	EA	\$	232,000.00
03-314 6" Stone Subbase	Included in Sitework costs	0.0	\$	0.50	SF	\$	
DIVISION 3 CONCRETE SLABS SUB-TOTAL			\$	3,068,549.60			
			\$	6.74			
03-430 Till-up Concrete Construction-Warehouse	Rigid insulation in Division 7, INCREASED FROM 139,171 SF	151,203.0	\$	14.50	SF	\$	2,192,443.50
DIVISION 3 CONCRETE WALLS SUB-TOTAL			\$	2,192,443.50			
			\$	4.82			
04-228 Interior Block Walls-8" W/Reinforcement	Electric room (30x25) and mechanical room (16x25) to 10' c.f.	1,210.0	\$	22.00	SF	\$	26,620.00
DIVISION 4 MASONRY SUB-TOTAL			\$	26,620.00			
			\$	6.45			
05-121 Structural Steel - Complete (40'-0" clear)	INCREASED FROM \$6.00 / SF	455,280.0	\$	6.25	SF	\$	2,845,500.00
05-400 Till-up Embeds		455,280.0	\$	0.20	SF	\$	91,056.00
DIVISION 5 STRUCTURAL STEEL SUB-TOTAL			\$	2,936,556.00			
			\$	6.45			
05-505 Pipe Bollards - Embedded	Includes concrete fill and installation	116.4	\$	480.00	EA	\$	55,863.36
05-507 Metal Stairs - Exterior	100' o.c. at loading dock walls	22.0	\$	5,000.00	EA	\$	110,000.00
05-508 Metal Stairs - Exterior (Galvanized)	Premium cost over powder coated	22.0	\$	600.00	EA	\$	13,200.00
05-515 Ladders	Ship's ladder	1.0	\$	20,000.00	EA	\$	20,000.00
05-530 Dock Pit Frames		116.0	\$	475.00	EA	\$	55,100.00
05-531 Roof Dunnage	Cambridge units, exhaust fans, office RTU's	8.0	\$	750.00	EA	\$	6,000.00
05-535 Guardrail at Ramps	Includes installation	120.0	\$	75.00	LF	\$	9,000.00
05-536 Downspout Protectors - 4' tall		42.0	\$	300.00	EA	\$	12,600.00
DIVISION 5 MISC. METALS SUB-TOTAL			\$	281,763.36			
			\$	0.62			
06-101 Roof Blocking		6,016.0	\$	4.00	LF	\$	24,064.00
DIVISION 6 WOOD AND PLASTICS SUB-TOTAL			\$	24,064.00			
			\$	4.47			
07-205 Warehouse Wall Insulation - 12" a.i.f. to deck	2", light duty facing	116,787.0	\$	3.50	SF	\$	408,754.50
07-416 Entrance Canopies	(2) entrances	60.0	\$	250.00	LF	\$	15,000.00
07-417 Entrance Sunshades	(2) office areas along entire office frontage	380.0	\$	150.00	LF	\$	57,000.00
07-500 Membrane Roofing w/R-20 Polyiso Insulation		455,280.0	\$	3.20	SF	\$	1,456,896.00
07-830 Roof Hatches		1.0	\$	2,000.00	EA	\$	2,000.00
07-900 Joint Sealants (Till-up - Interior and Exterior)	Based on Wall Surface Area	151,203.0	\$	0.30	SF	\$	45,360.90
07-902 Joint Sealants (Doors, Windows, etc.)		3,244.0	\$	1.80	LF	\$	5,839.20
07-903 Joint Sealants (Dock Apron)		146,502.0	\$	0.30	SF	\$	43,950.60
DIVISION 7 WATERPROOFING SUB-TOTAL			\$	2,034,801.20			
			\$	4.47			
08-100 H.M. Doors and Frames	Includes installation	32.0	\$	1,850.00	EA	\$	59,200.00
08-360 Overhead Sectional Doors - Manual	9'x10'	116.0	\$	1,100.00	EA	\$	127,600.00
08-363 Overhead Sectional Doors (Drive-In)- Electric	12'x14'	4.0	\$	3,500.00	EA	\$	14,000.00
08-365 Overhead Door Track Guards - 2 per door		120.0	\$	330.00	SET	\$	39,600.00
08-400 Aluminum Entrances and Storefronts	(2) entrances	2,000.0	\$	50.00	SF	\$	100,000.00
08-520 Aluminum Windows	5' x 5' Punch-out Windows along entire office frontage of two office areas	30.0	\$	850.00	EA	\$	25,500.00
08-521 Clerestory Windows	(2) per bay on dock walls	80.0	\$	1,100.00	EA	\$	88,000.00
08-525 Aluminum Doors	3070, panic hardware	4.0	\$	2,200.00	EA	\$	8,800.00
DIVISION 8 DOORS, WINDOWS SUB-TOTAL			\$	482,700.00			
			\$	1.02			
09-253 Interior Partitions	Electric and mechanical rooms - Elec. Room - 30x25 Mech. Room - 30x25-10' c.f. to deck	121.0	\$	250.00	LF	\$	30,250.00
09-902 Painting - Till-up/Precast (interior)		36,096.0	\$	0.60	SF	\$	21,657.60
09-903 Painting - Till-up/Precast (exterior)	Incl. Power-Washing & Masking. INCREASED FROM 139,171 SF	151,203.0	\$	0.95	SF	\$	143,642.85
09-904 Painting - Drywall Partitions	Cost per Face of Wall Surface	7,260.0	\$	0.50	SF	\$	3,630.00
09-905 Painting - CMU Partitions w/Epoxy Paint	Cost per Face of Wall Surface	2,420.0	\$	1.00	SF	\$	2,420.00
09-921 Painting - Bollards		116.4	\$	50.00	EA	\$	5,819.10
09-923 Painting - Ladders/Platforms		1.0	\$	750.00	EA	\$	750.00
09-925 Painting - Doors/Frames		32.0	\$	75.00	EA	\$	2,400.00

PENNTEX CONSTRUCTION

DIVISION 9 FINISHES SUB-TOTAL		\$ 210,569.55			
		0.46			
10-440	Signage-Identification	Egress doors	64.0 \$	25.00 EA	\$ 1,600.00
10-520	Fire Extinguishers and Cabinets		45.5 \$	175.00 EA	\$ 7,967.40
10-900	Knox Box		3.0 \$	500.00 EA	\$ 1,500.00
DIVISION 10 BUILDING ACCESSORIES SUB-TOTAL		\$ 11,067.40			
11-162	Dock Levelers - Mechanical	45,000 lb capacity - Rife Hile RHM mechanical leveler	116.0 \$	4,350.00 EA	\$ 504,600.00
11-165	Dock Seals	40 oz. vinyl	116.0 \$	950.00 EA	\$ 110,200.00
11-180	Swing Arm Dock Lights	LED lights	116.0 \$	475.00 EA	\$ 55,100.00
DIVISION 11 EQUIPMENT SUB-TOTAL		\$ 669,900.00			
		1.47			
15-402	Domestic Water Piping System	Full loop around building plus drops to hose bibs	3,168.0 \$	30.00 LF	\$ 95,040.00
15-404	Hose Bibbs		4.0 \$	600.00 EA	\$ 2,400.00
15-405	Sanitary and Vent Piping System	'U' to four corners of building plus line to center of dock wall plus 50' in each direction parallel to dock wall	2,444.0 \$	40.00 LF	\$ 97,760.00
DIVISION 15 PLUMBING SUB-TOTAL		\$ 195,200.00			
		0.43			
15-504	Wet Automatic Sprinkler System (ESFR) - K-22 Heads	INCREASED FROM \$1.45 / SF	455,280.0 \$	1.50 SF	\$ 682,920.00
15-540	Fire Pump - Diesel		1.0 \$	70,000.00 LS	\$ 70,000.00
DIVISION 15 FIRE PROTECTION SUB-TOTAL		\$ 752,920.00			
		1.65			
15-805	Natural Gas Piping System		1,652.6 \$	40.00 LF	\$ 66,102.40
15-806	Cambridge Heating Units	55 degree interior temp. of 7 degrees exterior. INCREASED FROM \$30,000 EA	4.0 \$	35,000.00 UNITS	\$ 140,000.00
15-807	Unit Heaters - Ceiling Hung	Mechanical and electrical room	2.0 \$	2,500.00 EA	\$ 5,000.00
15-809	Ventilating System - Warehouse	Code minimum	455,280.0 \$	0.05 SF	\$ 22,764.00
15-830	Exhaust Fans - Warehouse	Mechanical and electrical room	2.0 \$	3,500.00 EA	\$ 7,000.00
DIVISION 16 HVAC SUB-TOTAL		\$ 240,866.40			
		0.53			
16-211	Emergency Light and Power		455,280.0 \$	0.05 SF	\$ 22,764.00
16-400	Incoming Service/Transformer Pad	Secondary Service	4,000.0 \$	25.00 AMPS	\$ 100,000.00
16-402	Underground Electric Service	Primary Power and Teledata Conduits	1,300.0 \$	100.00 LF	\$ 130,000.00
16-403	Switchgear/Panels/Distribution/Feeders		455,280.0 \$	0.10 SF	\$ 45,528.00
16-451	General Power Outlets - Dock Doors	Duplex at each door	116.0 \$	1,000.00 EA	\$ 116,000.00
16-452	Power to Electric Dock Equipment / Overhead Doors		2.0 \$	1,000.00 EA	\$ 2,000.00
16-453	Power to Mechanical Units		455,280.0 \$	0.05 SF	\$ 22,764.00
16-532	Warehouse Light Fixtures - LED	30 f.c. average (empty warehouse). INCREASED FROM \$450 EA	720.0 \$	700.00 EA	\$ 504,000.00
16-535	Temporary Lighting and Power		455,280.0 \$	0.05 SF	\$ 22,764.00
16-540	Wall Mounted Exterior Light Fixtures		32.0 \$	650.00 EA	\$ 20,800.00
16-541	Site Lighting - Base/Pole/Conduit		56.0 \$	4,500.00 EA	\$ 252,000.00
16-725	Fire Monitoring System - Warehouse		455,280.0 \$	0.05 SF	\$ 22,764.00
16-800	Electrical (Subcontractor)	ALTERNATE - Add wireless programming ability to LED light fixtures	1.0 \$	20,000.00 LS	\$ 20,000.00
16-801	Electrical (Subcontractor)	ALTERNATE - Add conduits from PPL transformer to building to accommodate 4,000A service in the future	1.0 \$	5,000.00 LS	\$ 5,000.00
16-802	Electrical (Subcontractor)	ALTERNATE - Add (4) LED up light fixtures at entrance canopies	8.0 \$	750.00 EA	\$ 6,000.00
16-803	Electrical (Subcontractor)	ALTERNATE - Add 1 GFI receptacle and 30A disconnect for 4 Cambridge units	1.0 \$	4,000.00 LS	\$ 4,000.00
DIVISION 16 ELECTRICAL SUB-TOTAL		\$ 1,276,386.00			
		2.85			
83-000	Local Building Permit	ALLOWANCE - Woolwich Township - Per Chapter 68-2 of Township Code, Building permit = \$0.025 / c.f. of building. Add \$20,000 for MEPFP fees. Add 10% for C of O fee. Add 5% for plan review fees. Add \$0.00334 / c.f. for training fee. Use 46' average building height. INCREASED FROM \$646,197 FOR INCREASED BLDG PERMIT	1.0 \$	705,549.40 LS	\$ 705,549.40
DIVISION 83 PERMIT COST SUB-TOTAL		\$ 705,549.40			
83-100	Stework - Testing	ALL TESTING BY OWNER	1.0 \$	- LS	\$ -
83-101	Concrete Testing	ALL TESTING BY OWNER	1.0 \$	- LS	\$ -
83-103	Structural Steel - Testing	ALL TESTING BY OWNER	1.0 \$	- LS	\$ -
DIVISION 83 TESTING SUB-TOTAL		\$ 7,500.00			
83-200	Architectural Services	BY OWNER	1.0 \$	- LS	\$ -
83-300	Structural Engineer	DELETED. WAS \$100,000	0.0 \$	- LS	\$ -
83-400	Mechanical / Electrical Engineer		1.0 \$	20,000.00 LS	\$ 20,000.00
83-500	Civil Engineer	BY OWNER	0.0 \$	- LS	\$ -
83-600	Soils Engineer - Geotech Report	BY OWNER	0.0 \$	- LS	\$ -
83-800	Surveyors	Property corners and benchmarks	1.0 \$	20,000.00 LS	\$ 20,000.00
83-801	Alta Survey(s)	BY OWNER	0.0 \$	- EA	\$ -
DIVISION 83 DESIGN SUB-TOTAL		\$ 65,000.00			
84-150	General Liability Insurance		1.0 \$	25,939,145.89 %	\$ 259,391.46
84-200	PennTex Fee		2.5% \$	26,198,537.35 %	\$ 654,963.43
BUILDING TOTAL					\$ 26,853,500.78
COST / SQ. FT					\$ 58.98

PENNTEX CONSTRUCTION

ALTERNATES

1. Use precast concrete wall panels in lieu of tilt-up			
03-430 Tilt-up Concrete Construction	-151,203.0	\$	
03-430 Precast Concrete Construction	151,203.0	\$	(2,192,443.50)
05-533 Steel for Tilt-wall Embeds	-455,280.0	\$	2,948,458.50
07-205 Warehouse Wall Insulation - 12' a.f.f. to deck	-116,787.0	\$	(91,056.00)
07-900 Joint Sealants (Tilt-up - Interior and Exterior)	-151,203.0	\$	(408,754.50)
09-902 Painting - Tilt-up/Precast (Interior)	115,107.0	\$	(45,360.90)
83-300 Structural Engineer	-1.0	\$	109,351.65
84-000 PennTex General Conditions	-2.0	\$	(25,000.00)
84-400 GC General Liability Insurance	1.0%	\$	(24,737.58)
84-200 GC Fee	2.5%	\$	2,704.58
	273,162.24	%	6,829.06
TOTAL			279,991.30
	COST / SF		0.61
2. 40' clear height with 56' bays in lieu of 36' clear height with 54' bays.			
TOTAL			IN BASE BID
	COST / SF		
3. Increase floor slab thickness from 7" to 8" if needed for 40' clear (not included above)			
TOTAL			IN BASE BID
	COST / SF		
4. Supply and install a 150,000 gallon water tank to serve the fire protection system should the existing water supply not meet the demands of the sprinkler system.			
04-228 Interior Block Walls-8" W/Reinforcement	-550.0	\$	25.00 SF
09-253 Interior Partitions	-55.0	\$	300.00 LF
13-200 Above Ground Water Tanks (Welded /	150,000.0	\$	1.80 GA
13-300 Pump House	1.0	\$	50,000.00 LS
84-150 General Liability Insurance	1.0%	\$	289,750.00 %
84-200 PennTex Fee	2.5%	\$	292,647.50 %
	292,647.50	%	50,000.00
TOTAL			299,963.69
	COST / SF		0.66
5. Typical Allowance cost for the complete construction of a main office area based on 3% of the building total.			
09-000 Office Construction Allowance	13,658.4	\$	90.00 SF
84-150 General Liability Insurance	1.0%	\$	1,229,256.00 %
84-200 PennTex Fee	2.5%	\$	1,241,548.56 %
	1,241,548.56	%	12,292.56
TOTAL			1,272,587.27
	COST / SF		2.80
6. Unit cost for adding / deducting loading dock positions installed at a dock door location concurrently with building shell construction.			
03-313 Dock Leveler Pits	1.0	\$	2,000.00 EA
05-530 Dock Pit Frames	1.0	\$	425.00 EA
11-162 Dock Levelers - Mechanical	45,000 lb capacity - Rite Hite RHM mechanical leveler	1.0	4,350.00 EA
11-165 Dock Seals	40 oz. vinyl	1.0	950.00 EA
11-180 Swing Arm Dock Lights	LED lights	1.0	475.00 EA
16-451 General Power Outlets - Dock Doors	Duplex at each door	1.0	1,000.00 EA
84-150 General Liability Insurance	1.0%	\$	9,200.00 %
84-200 PennTex Fee	2.5%	\$	9,292.00 %
	9,292.00	%	232.30
TOTAL			9,524.30
	COST / SF		0.02
7. Construction of off site sanitary line from existing San. M.H. #8 to and including San. M.H. #5. Includes open cut of Stone Meetinghouse Road done concurrently with HOP improvements.			
02-000 Connect to Existing	1.0	\$	2,500.00 EA
02-000 Sanitary Manholes	5.0	\$	3,000.00 EA
02-000 8" PVC Sanitary Piping	1,759.0	\$	40.00 LF
02-000 Stone Bedding	1,759.0	\$	15.00 LF
02-000 Testing / Misc.	1.0	\$	15,000.00 LS
02-000 Sawcutting / Asphalt Patching / Traffic Control	1.0	\$	15,000.00 EA
84-150 General Liability Insurance	1.0%	\$	144,245.00 %
84-200 PennTex Fee	2.5%	\$	145,687.45 %
	145,687.45	%	3,642.19
TOTAL			149,329.64
	COST / SF		0.33
8. Construction of off site water line from point of connection to existing just north of Route 322 to and including the tee just prior to the meter pit for Building 1. Includes open cut of Stone Meetinghouse Road done concurrently with HOP improvements.			
02-000 Connect to Existing	1.0	\$	15,000.00 EA
02-000 Water Line Fittings	12.0	\$	750.00 EA
02-000 Water Valves	3.0	\$	2,500.00 LF
02-000 12" DIP Water Line	1,759.0	\$	50.00 LF
02-000 Stone Bedding	1,759.0	\$	15.00 LF
02-000 Testing / Misc.	1.0	\$	20,000.00 LS
02-000 Sawcutting / Asphalt Patching / Traffic Control	1.0	\$	15,000.00 EA
84-150 General Liability Insurance	1.0%	\$	180,835.00 %
84-200 PennTex Fee	2.5%	\$	182,643.35 %
	182,643.35	%	4,566.08
TOTAL			187,209.43
	COST / SF		0.41

EXHIBIT C
SOURCES OF FUNDS

The Entity is intended to be a limited liability company. Funding is anticipated to be provided by the equity contributions of the Applicant's members and/or inter-company /related entity debt.

No third-party mortgage financing is anticipated at this time.

EXHIBIT D
FISCAL PLAN FOR THE PROJECT

EXHIBIT E
APPLICANT'S PROPOSED FINANCIAL AGREEMENT
FOR THE PROJECT

Record and return to:

FINANCIAL AGREEMENT

THIS FINANCIAL AGREEMENT (hereinafter this “Agreement” or this “Financial Agreement”), made this _____ day of _____ 2021, by and between **LIBERTY COMMODORE I URBAN RENEWAL LLC** (along with its successors and/or assigns, the “Entity”), an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1, et seq. (the “Long Term Tax Exemption Law”), with offices located at 1800 Wazee Street, Suite 500 Denver, Colorado 80202 and the **TOWNSHIP OF WOOLWICH**, a municipal corporation in the County of Gloucester and the State of New Jersey (“Township”), with offices at 120 Village Green Drive, Woolwich Township, New Jersey 08085.

WITNESSETH:

WHEREAS, on March 18, 2019, the Township Committee ("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 identified on the Tax Maps of the Township as Block 62, Lots 2 & 3, Block 59, Lots 6, 6.01, 6.02, 7 (part of), 8 & 10 satisfied the criteria for designation as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “Redevelopment Law”), such that the Township 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 as Block 63, Lot 3 as part of the JLUB preliminary investigation to determine whether certain areas within the Township satisfied 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 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 satisfied 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 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 (collectively, the “Redevelopment Area”) satisfied the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law and to recommend to the Committee that it declare the Redevelopment Area an area in need of redevelopment such that the Township 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; and

WHEREAS, on September 21, 2020, the Township Committee adopted Resolution No. R-2020-188 designating Liberty Venture I, LP as the redevelopment entity of the Redevelopment Area and authorizing execution of a Redevelopment Agreement, which permits the Redeveloper to assign its rights to a qualified urban renewal entity such as the Entity; and

WHEREAS, the Entity proposes the construction a 455,280 +/- square foot warehouse distribution center together with 317 +/- passenger vehicle parking spaces, 85 +/- tractor trailer parking spaces, landscaped buffering, storm water management facilities and related site improvements (collectively, the “Project”) on certain real property currently identified as Block 11, Lots 20 and 21 on the Official Tax Maps of the Township (the “Property”) located in the Redevelopment Area; and

WHEREAS, prior to execution of this Agreement, the Entity will be the owner of or have the right to acquire the Property, which is located within the Redevelopment Area; and

WHEREAS, in order to enhance the economic viability of and opportunity for a successful project, the Township has agreed to enter into this Agreement with the Entity, governing, among other things, payments made to the Township in lieu of real estate taxes on the Project pursuant to the Long Term Tax Exemption Law; and

WHEREAS, the provisions of the Long Term Tax Exemption Law authorize the Township to accept, in lieu of real property taxes, an annual service charge paid by the Entity to the Township based on the enumerated formulas set forth in such law; and

WHEREAS, the Entity has agreed to make payment of the Annual Service Charge (as defined herein) to the Township to be used by the Township for any lawful purpose in the exercise of the Township’s sole discretion; and

WHEREAS, on May 20, 2021, the Entity filed an Application attached hereto as Exhibit A (the "Application"), with the Township for approval of a long term tax exemption for the improvements constituting the Project (collectively, the "Improvements"); and

WHEREAS, the Township made the following findings:

- A. Relative Benefits of the Project:
 - i. The Project will provide necessary commercial development of a vacant property.
 - ii. The Project will provide significant construction jobs and permanent jobs in the Project and generally add to the economic viability of the Township.
 - iii. The Township will benefit from the payment in lieu of tax being made by the Entity during the term of this Agreement.
 - iv. The Project's benefits outweigh the cost to the Township.
- B. Assessment of the importance of the Tax Exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:
 - i. Exemption permits better use of property, completion of significant infrastructure improvements and improvement of the Township.
 - ii. The relative stability and predictability of the Annual Service Charge will make the Project more attractive to (1) investors and lenders needed to finance the Project, and (2) probable occupants.

WHEREAS, the Township Committee on June __, 2021 adopted Ordinance _____ attached as Exhibit C, approving the tax exemption and authorized and approved the execution and delivery of this Financial Agreement, including the Annual Service Charge; and

WHEREAS, in order to set forth the terms and conditions under which the Entity and the Township (collectively, the "Parties" and, individually, a "Party")) shall carry out their respective obligations with respect to payment of the Annual Service Charge (as defined herein) by the Entity, in lieu of real property taxes, the Parties have determined to execute this Financial Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

Article I - General Provisions

Section 1.1 Long Term Tax Exemption Law and Application

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law as amended and supplemented (*N.J.S.A.* 40A:20-1 *et seq.*). The Township expressly relies upon the facts, data, and presentations contained in the Application in granting the tax exemption as set forth herein. The Entity represents that the facts and data contained in the application are true in all material respects as of the date hereof.

Section 1.2 General Definitions

(a) The following terms shall have the respective meanings ascribed to such terms in the preambles or Section 1.3 hereof:

- Agreement
- Annual Service Charge
- Application
- Entity
- Financial Agreement
- Improvements
- Long Term Tax Exemption Law
- Ordinance
- Parties
- Project
- Property
- Redevelopment Area
- Redevelopment Law
- Redevelopment Plan
- State
- Township

Section 1.3 General Definitions

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

- (a) Allowable Net Profit - The Net Profit of the Entity that does not exceed the allowable net profits of the Entity calculated pursuant to the provisions of N.J.S.A. 40A:20-3(b) using the Allowable Profit Rate.
- (b) Allowable Profit Rate - The allowable profit rate for the purpose of this Agreement and for computing Allowable Net Profit is the greater of 12% per year or 1.25% above the annual interest rate of the permanent financing for the Project per year in accordance with N.J.S.A. 40A:20-3b.
- (c) Annual Service Charge - The payment by the Entity pursuant to Article IV herein, which amount the Entity has agreed to pay in part for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, which amount shall be prorated in the year in which the Annual Service Charge Start Date occurs and the year in which the Annual Service Charge terminates and which amount subject to verification and review by the Chief Financial Officer and Tax Collector or other applicable municipal department or agency; provided, however, that in no event shall the Annual Service Charge be less than the Minimum Annual Service Charge.
- (d) Annual Service Charge Start Date – The Annual Service Charge Start Date shall commence as of the first of the month following Substantial Completion.
- (e) Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), the contents of which have been prepared in a manner consistent with GAAP, and which fully details all items as required by the Long Term Tax Exemption Law, which has been certified as to its conformance with such standards by a certified public accountant who is, or whose firm is, licensed to practice that profession in the State of New Jersey.
- (f) Certificate of Occupancy - The document issued by the Township authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.
- (g) County – The County of Gloucester, New Jersey.
- (h) Cumulative Allowable Net Profit – In accordance with the calculation set forth in the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-15, (a) with respect to the Entity, an amount equal to the sum of the Allowable Net Profit of the Entity in each year from and including the year that any Improvement is completed up to and including the year for which the Cumulative Allowable Net Profit is being calculated, and (b) with respect to any subsequent owner, an amount equal to the sum of the Allowable Net Profit of such subsequent owner from and including the year that such subsequent owner purchased, or otherwise obtained, title to the Project up to and including the year for which the Cumulative Allowable Net Profit is being calculated.
- (i) Cumulative Net Profit – In accordance with the calculation set forth in the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-15, (a) with respect to the Entity, an amount equal to the sum of the Net Profit of the Entity in each year from and including the year that any Improvement is completed up to and including the

year for which the Cumulative Net Profit is being calculated, and (b) with respect to any subsequent owner, an amount equal to the sum of the Net Profit of such subsequent owner from and including the year that such subsequent owner purchased, or otherwise obtained, title to the Project up to and including the year for which the Cumulative Net Profit is being calculated.

- (j) Debt Service – The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage of other financing including returns on institutional equity financing and market rate related party debt for a project for a period equal to the term of the tax exemption granted by a financial agreement.
- (k) Default - The failure of the Entity or the Township to perform any obligation imposed upon the Entity or the Township by the terms of this Financial Agreement following the expiration of any applicable grace, notice or cure period established under this Agreement.
- (l) Entity – Liberty Commodore I Urban Renewal LLC, and any successors or assigns duly qualified and approved pursuant to the Long Term Tax Exemption Law and all purchasers, subsequent purchasers or successors in interest of the Project duly qualified and approved pursuant to the Long Term Tax Exemption Law, who shall engage in no other business other than the ownership, operation and management of the Project so long as such entity is bound by and enjoying the benefits of this Agreement.
- (m) Financial Agreement – as defined in the recitals hereto.
- (n) Financial Plan – as set forth in Exhibit B of this Agreement.
- (o) GAAP – Generally accepted accounting principles as in effect from time to time in the United States of America.
- (p) Gross Revenue and Annual Gross Revenue – Shall mean annual gross rents and other rental income of the Entity which is derived from or generated by the Project and shall be calculated annually by the Entity as provided in accordance with N.J.S.A. 40A:20-3(a) and the terms of this Financial Agreement. The Parties have considered and concluded that there are no insurance, operating, or maintenance expenses paid by a tenant which are ordinarily paid by a landlord contemplated. The Parties agree that customary operating and maintenance expenses of commercial tenants (including without limitation those paid by a tenant in a triple net lease) such as taxes (including payments in lieu of taxes such as the Annual Service Charge), insurance, utilities and other operating and maintenance expenses shall not be included in Annual Gross Revenue. In no event shall Annual Gross Revenue include any income or revenue of any affiliate of the Redeveloper or any other Person other than the Redeveloper. Pursuant to N.J.S.A. 40A:20-3(a), any gain realized by the Entity on the sale of the Project, whether or not taxable under federal or state law, shall not be included in computing Gross Revenue. In no event shall Gross Revenue or Annual Gross Revenue include any income or revenue of any affiliate of the Entity.
- (q) Improvements - the buildings, structures, fixtures, site work and municipal improvements permanently affixed to the Property, consistent with the Redevelopment Plan.

- (r) In Rem Tax Foreclosure - A summary proceeding by which the Township may enforce the lien of taxes due and owing by a tax sale. Said foreclosure is governed by N.J.S.A. 54:5-1 et seq.
- (s) Land - The land, but not the Improvements, known as Block 11, Lots 20 & 21, on the tax maps of the Township, and more particularly described by the metes and bounds description as set forth in Exhibit G of this Agreement.
- (t) Land Taxes - The amount of taxes assessed on the value of Land on which the Project is located, and more particularly described by the metes and bounds description as set forth in Exhibit G of this Agreement. Land Tax payments shall be applied as a credit against the Annual Service Charge.
- (u) Land Tax Payments - Payments made on the quarterly due dates for land taxes on the real property as determined by the applicable Tax Assessor and/or Tax Collector of the Township.
- (v) Minimum Annual Service Charge - The amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation pursuant to N.J.S.A. 40A:20-12b.
- (w) Net Profit - The Annual Gross Revenue of the Entity less all operating and non-operating expenses of the Entity, all determined annually in accordance with GAAP and the provisions of the Long Term Tax Exemption Law, specifically N.J.S.A. 40A:20-3(c), such that, for the avoidance of doubt, there shall be included among such expenses the items listed in N.J.S.A. 40A:20-3(c)(1), including, without limitation, Annual Service Charges, payments under Section 7.5 of this Agreement (if any), and all Debt Service. Calculation of the net profit is cumulative as provided in N.J.S.A. 40A:20-3(c).
- (x) Ordinance - Ordinance No. _____ adopted by the Township on June __, 2021, attached herein as Exhibit C adopting the tax exemption.
- (y) Project – as defined in the recitals of this Agreement.
- (z) Property - as defined in the recitals of this Agreement.
- (aa) Redevelopment Area - as defined in the recitals of this Agreement.
- (bb) Redevelopment Law - as defined in the recitals of this Agreement.
- (cc) Redevelopment Plan - as defined in the recitals of this Agreement.
- (jj) Substantial Completion - The determination by the Township that the Project is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive the Certificate(s) of Occupancy for the entire Project.
- (hh) Termination - Any act or omission which by operation of the terms of this Agreement or pursuant to the Long Term Tax Exemption Law shall cause the Entity to relinquish its long term tax exemption.
- (ii) Total Project Cost – The total project cost for purposes of this Agreement and for computing Allowable Net Profit shall include all the costs and items set forth in N.J.S.A. 40A:20-3(h), including without limitation the total cost of constructing the Project through Substantial Completion and the cost of the Land, and shall not be reduced by any cost which may be excluded by the last paragraph of N.J.S.A. 40A:20-3(h).
- (jj) Township - The Township of Woolwich.

- (kk) Urban Renewal Entity – Shall have the meaning as such term is defined, used and applied in the Long Term Tax Exemption Law.

Section 1.4 Exhibits Incorporated

All Exhibits which are referred to in this Agreement and are attached hereto are incorporated herein and made a part hereof.

Article II - Approval

Section 2.1 Approval of Tax Exemption

Pursuant to the Ordinance (attached hereto as Exhibit C), the Township has approved and does hereby grant a tax exemption from real estate taxes for all the Improvements, constructed or acquired by the Entity pursuant to the Long Term Tax Exemption Law. The Entity represents and covenants that, effective upon completion of the Improvements, the Entity shall make application for a Certificate of Occupancy for the Improvements.

Section 2.2 Approval of Entity

Approval hereunder is granted to the Entity for the contemplated Project which shall in all respects comply and conform to all applicable statutes of the State of New Jersey and Ordinances of the Township as amended and supplemented, and the lawful regulations made pursuant thereto, governing land, building(s) and the use thereof.

The Entity represents that its Certificate of Formation as attached hereto as Exhibit D contains all the requisite provisions of the Long Term Tax Exemption Law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with, as appropriate, the Department of the Treasury, all in accordance with N.J.S.A. 40A:20-5.

Section 2.3 Improvements to be Constructed

The Entity agrees to construct the Improvements in accord with the Redevelopment Plan as more specifically described in the Application (attached hereto as Exhibit A).

Section 2.4 Construction Schedule

The Entity agrees to diligently undertake to commence construction and complete the Improvements subject to and consistent with the terms of the Redevelopment Agreement, the Redevelopment Plan and this Agreement subject to reasonable modification as necessary to allow for the time required to obtain necessary governmental approvals and permits and other factors beyond the Entity's reasonable control.

Section 2.5 Ownership, Management and Control

The Entity represents that it will be the owner of the Property which is the subject of this Agreement prior to commencement of construction of the Improvements. The Entity represents

and covenants that upon completion, the Project, including the Land and the Improvements, shall be used, managed and operated, including leasing to others for the purposes set forth in the Application and in accordance with the Redevelopment Plan and applicable law.

Section 2.6 Financial Plan

The Entity represents that the Land and the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit B. The Financial Plan also sets forth estimated Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, the terms of any mortgage amortization, and rental schedule and lease terms to be used in the Project. The mortgage amortization, interest rate and principal amount of any Land and/or Project related financing shall be deemed updated upon any refinancing(s) of Land and/or Project related debt or the incurrence of any additional debt from time to time.

Article III - Duration of Agreement

Section 3.1 Term

So long as there is compliance with the Long Term Tax Exemption Law and this Agreement, this Agreement shall remain in effect for thirty (30) years from the Annual Service Charge Start Date, but in no event later than thirty-five (35) years from date of this Agreement, whichever shall occur earlier, subject to the further limitations and agreements contained herein, and shall only be effective and in force during the period while the Improvements are owned by an "Urban Renewal" entity formed pursuant to N.J.S.A. 40A:20-5 of the New Jersey Statutes (the "Term"). After the expiration of the Term or Termination, including without limitation by the Entity pursuant to N.J.S.A. 40A:20-13: (i) the tax exemption for the Improvements shall expire, the Annual Service Charges shall terminate and the Property and the Improvements shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Township, and (ii) all restrictions and limitations upon the Entity, including without limitation the profits and dividends restrictions under the Long Term Tax Exemption Law, shall terminate.

At any time after the expiration of one year from the date of Substantial Completion of the Project, the Entity may, upon not less than thirty (30) days prior written notice to the Township, voluntarily terminate this Agreement and relinquish its status as an urban renewal entity under the Long Term Tax Exemption Law. If that occurs, the date of termination shall be deemed to be the close of the fiscal year of the Entity and the procedure for the apportionment of any taxes and/or Annual Service Charges, as applicable, shall be the same as would otherwise be applicable to any other property located within the Township upon a change in the exemption or tax status of such property.

Article IV - Annual Service Charge

Section 4.1 Annual Service Charge

(a) In consideration of the tax exemption, the Entity shall make payment to the Township each year of an amount equal to the greater of: the Minimum Annual Service Charge as provided in Section 1.3 or an Annual Service Charge as provided for in Section 4.2.

(b) The Minimum Annual Service Charge or Annual Service Charge shall commence and be calculated from the Annual Service Charge Start Date. The Annual Service Charge or Minimum Annual Service Charge will be prorated as of the Annual Service Charge Start Date. The Annual Service Charge or Minimum Annual Service Charge will also be prorated in the year this Agreement terminates.

(c) By, execution hereof, Entity hereby consents and agrees to the amount of Annual Service Charge and to the liens established in this Agreement, and the Entity shall not contest the validity or amount of any such lien subject to its right to contest the calculation of said amounts under the remedy provisions set forth herein. Notwithstanding anything herein to the contrary, and notwithstanding the Term of this Agreement or the duration of the tax exemption provided hereunder, the Entity's obligation to pay the Annual Service Charge shall be absolute and unconditional and shall not be subject to any defense, set-off, recoupment or counterclaim. In the event that the Entity fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under applicable New Jersey law and then being assessed by the Township against other delinquent taxpayers in the case of unpaid taxes or tax liens on the land until paid.

Section 4.2 Calculation of Annual Service Charge

(a) Annual Service Charge

As of the Annual Service Charge Start Date the Annual Service Charge each year shall be an amount equal to the greater of (A) the total project square footage actually constructed for the Project multiplied by \$1.50, increasing 2% annually, the estimated total of which is the amount shown on Exhibit E for the applicable year, or (B) fifteen percent (15%) of the Entity's Annual Gross Revenue for years one (1) through fifteen (15), and eighteen percent (18%) of the Entity's Annual Gross Revenue for years sixteen (16) through thirty (30), and shall be prorated as stated in Section 4.1 for the first year and shall be subject to the staging as set forth in Section 4.2(b) below.

(b) Schedule of Staged Adjustments

The Annual Service Charge for each year as provided in Section 4.2(a) shall be adjusted in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: Commencing on the Annual Service Charge Start Date and continuing for a period of fifteen (15) years (or until Termination of the Agreement), the Annual Service Charge shall be the amount stated in Section 4.2(a).

ii. Stage Two: Notwithstanding the Annual Service Charge set forth above, commencing in the 16th year after the Annual Service Charge Start Date and continuing for a period of six (6) years (years 16-21 inclusive) (or until Termination of the Agreement), the Annual Service Charge shall be (i) the amount stated in Section 4.2(a), or twenty percent (20%) of the amount of taxes otherwise due to the Township on the value of the Improvements and the Land that remain subject to the exemption in this Agreement, whichever shall be greater.

iii: Stage Three: Notwithstanding the Annual Service Charge set forth above, commencing in the 22nd year after the Annual Service Charge Start Date and continuing for a period of six (6) years (years 22-27 inclusive) (or until Termination of the Agreement), the adjusted Annual Service Charge shall be (i) the amount stated in Section 4.2(a), or forty percent (40%) of the amount of taxes otherwise due to the Township on the value of the Improvements and the Land that remain subject to the exemption in this Agreement, whichever shall be greater.

iv. Stage Four: Notwithstanding the Annual Service Charge set forth above, commencing in the 28th year after the Annual Service Charge Start Date and continuing for a period of two (2) years (years 28-29 inclusive) (or until Termination of this Agreement), the Annual Service Charge shall be (i) the amount stated in Section 4.2(a) or sixty percent (60%) of the amount of taxes otherwise due to the Township on the value of the Improvements and the Land that remain subject to the exemption in this Agreement, whichever shall be greater.

v. Stage Five: Notwithstanding the Annual Service Charge set forth above, commencing in the 30th year after the Annual Service Charge Start Date and continuing through Termination of this Agreement (year 30 inclusive), the adjusted Annual Service Charge shall be (i) the amount stated in Section 4.2(a) or eighty percent (80%) of the amount of taxes otherwise due to the Township on the value of the Improvements and the Land that remain subject to the exemption in this Agreement, whichever shall be greater. Nothing in this Section alters the understanding of the parties that this Agreement shall be in effect for not more than thirty (30) years from the Annual Service Charge Start Date or for more than thirty-five (35) years from the execution date of this Agreement.

Section 4.3 Payment to Gloucester County

From the Annual Service Charge paid by the Entity, the Township shall annually remit five percent (5%) of the payment received to the County of Gloucester in accordance with the provisions of N.J.S.A. 40A:20-12.

Section 4.4 Quarterly Installments

The Entity expressly agrees that upon commencement of the Annual Service Charge, payments of the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or under payment after close of the Township's fiscal year. In the event that the Entity fails to timely pay any quarterly installment, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the Property until paid.

Section 4.5 Land Tax Credit

Pursuant to N.J.S.A. 40A:20-12(b)(2) the Entity shall, in each subsequent year after the Annual Service Charge Start Date, be entitled to a credit against the Annual Service Charge for the amount, without interest, of the Land Tax Payments paid by it, in the last four preceding quarterly installments.

Section 4.6 Material Conditions

All payments of Land Tax Payments, Annual Service Charges (including the methodology of computation thereof), water and sewer charges, and any interest payments due, are material conditions of this Agreement. The Township relies exclusively on this Agreement in determining the Annual Service Charge payable to the Township over the Term.

The Entity's failure to make the requisite Annual Service Charge payment and/or sewer and water charge payments in a timely manner shall constitute a breach of this Agreement and the Township shall, among its other remedies, have the right to proceed against the Property pursuant to the Tax Sale Law, N.J.S.A. 54:5-1 *et. seq.* and the In Rem Tax Foreclosure Act (1948), N.J.S.A. 54:5-104.29, *et seq.*

The Annual Service Charge and other related municipal charges shall be a continuous, municipal lien on the Land and Improvements and any subsequent Annual Service Charge, including any interest, penalties or costs of collection thereof, shall be added and shall relate back to and part of the initial municipal lien. The Entity hereby acknowledges, understands and agrees that the Annual Service Charge shall constitute an automatic, enforceable and perfected statutory municipal lien for all purposes, including specifically and without limitation, the Federal bankruptcy code, regardless of whether the amount of the Annual Service Charge has been determined.

Section 4.7 Application Fee

The Township and the Entity agree there will be no application fee in regard to this Long Term Tax Exemption Law Application.

Article V - Dispute Resolution

Section 5.1 Dispute Resolution

All disputes between the parties arising out of this Agreement shall be resolved by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. If the Parties are unable to agree on a single Arbitrator, each Party shall designate an Arbitrator, and the designated Arbitrators shall agree upon a third Arbitrator, who shall preside over the resulting three Arbitrator Panel. Any award rendered in any such arbitration shall be final and binding on the parties and judgment thereon may be entered in

a court of competent jurisdiction. The costs of such arbitration shall be borne equally by each party.

Article VI - Certificate of Occupancy

Section 6.1 Certificate of Occupancy

It shall be the obligation of the Entity to make application for and make all commercially reasonable efforts to obtain all Certificates of Occupancy in a timely manner as identified in the Application.

Section 6.2 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with the County Tax Assessor, the Township Tax Collector and the Chief Financial Officer of the Township a copy of any Certificate of Occupancy. Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph shall not mitigate against any action or non-action, taken by the Township, including, if appropriate, retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

Article VII - Annual Audits - Profit Limitations

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles and as otherwise prescribed in the Long Term Tax Exemption Law while this Agreement is in effect. In addition, the Entity agrees to calculate: (i) Annual Gross Revenue pursuant to N.J.S.A. 40A:20-3(a); (ii) its Net Profit pursuant to N.J.S.A. 40A:20-3(c); and (iii) Allowable Net Profit and excess Net Profit pursuant to N.J.S.A. 40A 20-15.

Section 7.2 Periodic Reports

Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, that this Agreement shall continue in effect, the Entity shall submit its Auditor's Report certified by a certified public accountant for the preceding fiscal or calendar year to the Clerk of the Township (or any other representative of the Township as may be designated in a notice to the Entity), who shall advise those municipal officials required to be advised, as required under N.J.S.A. 40:A:20-9(d). Said Auditor's Report shall include, but not be limited for the fiscal or calendar year covered by such Auditor's Report, Gross Revenue of the Entity, the terms and interest rate on any mortgage(s) associated with the Project, the Allowable Net Profit and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder as required by the Long Term Tax Exemption Law.

After completion of the Project, the Entity agrees to submit a report of the Total Project Cost for the Project within ninety (90) days.

In addition to the foregoing, on each anniversary date of the execution of this Agreement, if there has been a change in ownership or interest of the Entity or the Project from the prior year's filing, the Entity shall submit to the Tax Collector and the Township Clerk, who shall advise those municipal officials required to be advised, a disclosure statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each, and such additional information as the Township may request from time to time.

Section 7.3 Inspection

The Entity shall, upon request, permit the inspection of the Project, the Property, equipment, buildings or other facilities of the Entity by the duly authorized representatives of the Township or the State of New Jersey. It also shall permit, upon request, examination and audit of its books, contracts, records, documents and papers that are relevant to the Project by representatives duly authorized by the Township or the State of New Jersey. Such examination or audit shall be made following reasonable advance written notice, during reasonable hours of the business day, in the presence of an officer or agent of the Entity. To the extent reasonably possible, the examination or audit will not materially interfere with the construction or operation of the Project. All costs incurred by the Township to conduct such inspections and/or audits, including reasonable attorneys' fees if appropriate, shall be borne by the Township; provided, that if as a result of any such inspection, examination or audit, the Entity is found to have filed a fraudulent report or to be in breach of this Agreement or Applicable Law, the costs of such inspection, examination or audit shall be billed to the Entity and paid to the Township as an additional part of the Entity's Annual Service Charge.

Section 7.4 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to limitation of its profits and, if applicable, dividends payable pursuant to the provisions of N.J.S.A. 40A:20-15. The Township and the Entity acknowledge that such limitation shall apply solely to the Gross Revenue received by the Entity.

Pursuant to and in accordance with N.J.S.A. 40A:20-15, the Entity shall have the right, but not the obligation, to establish a reserve against unpaid rentals, reasonable contingencies and/or vacancies in an amount not exceeding ten (10%) percent of the Gross Revenue of the Entity for the fiscal year preceding the year in which a determination is being made with respect to permitted Net Profit as provided in N.J.S.A. 40:A:20-15 and to the extent permitted by N.J.S.A. 40:A:20-15 may retain such part of excess net profits as is necessary to eliminate a deficiency in that reserve, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of ten (10%) percent of the preceding year's gross revenues as set forth above. Upon the termination of this Agreement, the amount of reserve, if any, shall be paid to the Township.

Section 7.5 Payment of Dividend and Excess Profit Charge

In the event the Cumulative Net Profit of the Entity should at any time exceed the Cumulative Allowable Net Profits, the Entity shall, within ninety (90) days after the end of such fiscal year, pay such excess profit to the Township as an additional service charge hereunder; provided, however, that the Entity may maintain any reserves permitted by N.J.S.A. 40A:20-15.

Article VIII - Assignment and/or Assumption

Section 8.1 Sale of Project

The Entity shall be permitted to transfer all or any portion of the Project as follows:

(a) As permitted by N.J.S.A. 40A:20-10(a), it is understood and agreed that the Township, on written application by the Entity, shall consent to a sale of the Project and the transfer of this Agreement (and that the tax exemption for the Improvements shall continue and inure to the transferee urban renewal entity, its respective successors and assigns) provided: 1) the transferee entity does not own any other project subject to long term tax exemption at the time of transfer; 2) the transferee entity is an urban renewal entity formed and eligible to operate under the Long Term Tax Exemption Law; 3) the Entity is not then in Default of this Agreement or the Long Term Tax Exemption Law; 4) the Entity's obligations under this Agreement are fully assumed by the transferee entity; and 5) the transferee entity abides by all terms and conditions of this Agreement. Nothing herein shall prohibit any transfer of ownership interest in the Entity provided that the transfer, if greater than 10%, is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the municipality in advance of the annual disclosure statement.

(b) The Township may levy an administrative fee of two percent (2%) of the Annual Service Charge for the sale of the Project for the processing of a request to transfer as set forth in Section 8.1(a).

Section 8.2 Operation of Project

At all times while this Agreement is in effect, the Project shall be operated in accordance with the provisions of the Long Term Tax Exemption Law. The Township acknowledges that the Entity shall have the ability to lease the Property to others as long as the use is in conformance with the use provided in the Application.

Section 8.3 Subordination of Fee Title

It is expressly understood and agreed that the Entity shall have the right to encumber the fee title to the Property and may encumber or assign for security purposes the Entity's interest in this Agreement, and any such encumbrance or assignment shall not be deemed to be a Default under this Agreement.

Article IX - No Waiver By Township

Section 9.1 No Waiver By Township

Nothing contained in this Agreement or otherwise shall constitute a waiver or relinquishment by the Township of any rights and remedies. Nothing herein shall be deemed to limit any right of recovery of any amount which the Township has under law, in equity, or under any provisions of this Agreement.

Article X – Notice

Section 10.1 Notice

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested, addressed as follows:

- (a) When sent by the Township to the Entity it shall be addressed as follows:

Liberty Commodore I Urban Renewal LLC
1800 Wazee Street, Suite 500
Denver, Colorado 80202

With copy to:

Jeffrey M. Gradone, Esquire
Archer Law
One Centennial Square
Haddonfield, New Jersey 08033

- (b) When sent by the Entity to the Township, it shall be addressed to:

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

With a Copy to:

Linda A. Galella, Esquire
Parker McCay P.A.
9000 Midlantic Drive, Suite 300
Mount Laurel, New Jersey 08054

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

with copies sent to the Township Tax Collector or Tax Assessor, and the Chief Financial Officer for the Township, unless prior to the giving of notice the Township shall have notified the Entity otherwise.

A party may change any address and recipient for notices to it hereunder by a notice sent by it in accordance with this Article X.

Article XI - Compliance

Section 11.1 Statutes and Ordinances

The Entity hereby agrees at all times prior to the expiration or Termination of this Agreement to remain bound by the provisions of all applicable state statutes and municipal ordinances and regulations including, but not limited to, the Long Term Tax Exemption Law. The Entity's failure to comply with such statutes or ordinances shall constitute a Default under this Agreement.

Article XII - Construction

Section 12.1 Construction

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

Article XIII - Indemnification

Section 13.1 Indemnification

In the event the Township shall be named as party defendant in any action brought against the Entity by reason of any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of the Long Term Tax Exemption Law by the Entity, the Entity shall indemnify and hold harmless the Township, including payment of reasonable attorney's fees for separate counsel should the Township determine that a conflict of interest exists with respect to relying on the Entity's counsel, and the Entity agrees to defend the suit at its own expense and may employ counsel for the Entity of the Entity's choosing, provided that the Entity shall not have any indemnification or defense obligations with respect to any intentional misconduct or gross negligence by the Township or any of its officers, officials, employees or agents. Notwithstanding the foregoing, the Township maintains the right to retain separate counsel in its defense of any such action and/or to intervene as a party thereto, to which intervention the Entity hereby consents, the reasonable expense of any such separate counsel and/or intervention to be borne by the Entity. This indemnity shall survive termination of this Agreement.

Article XIV - Default

Section 14.1 Event of Default

Default by the Entity or the Township, as the case may be, shall be failure of the Entity or the Township to conform with the terms of this Agreement herein and failure of such party to perform any material obligation imposed thereupon by statute, ordinance or lawful regulation, after notice and opportunity to cure, provided however, that the defaulting party shall not be deemed to be in Default if the defaulting party diligently contests, in good faith and by appropriate proceedings, such compliance with any such material obligation imposed by statute, ordinance or lawful regulation.

Section 14.2 Cure Upon Default

Should the Entity or the Township be in Default, the non-defaulting party shall notify the defaulting party in writing of said Default, stating with specificity the basis of said Default. The defaulting party shall have thirty (30) days to cure any Default (except for a payment Default which shall be fifteen (15) days), provided such Default is capable of cure within thirty (30) days. If the Default is not capable of cure within thirty (30) days, the defaulting party shall have a reasonable period of time to cure such Default, not to exceed ninety (90) days (the "Cure Period"). Subsequent to the expiration of the Cure Period, the non-defaulting party will give final notice of Default requiring the defaulting party to cure the Default within twenty (20) days ("Final Notice Period"). If the Default is the Entity's failure to pay a financial obligation to the Township and the Default is not cured after the Final Notice Period, the Township shall have the right to proceed against the Property pursuant to In Rem Tax Foreclosure. In addition, after notice and expiration of the Final Notice Period, if the Default for which notice was given remains uncured, the non-defaulting party may terminate this Agreement or proceed against the defaulting party for specific performance or any other remedy available at law or equity. In no event, however, does the Entity waive any defense it may have to contest the right of the Township to proceed by conventional or In Rem Tax Foreclosure just as it would have if the Entity were subject to municipal taxes.

Section 14.3 Remedies Upon Default Cumulative; No Waiver

All of the remedies granted to the Township or the Entity by this Agreement, or available by law and in equity, shall be cumulative and concurrent. No determination of invalidity of any provision within this Agreement shall deprive the Township or the Entity of any of their remedies or actions against the Entity or the Township because of its Default (after the expiration of any applicable grace, notice or cure period) under this Agreement. The bringing of an action for collection of Land Tax Payments, Annual Service Charges, or other charges, or for any other Default hereunder, or the resort to any other remedy for the recovery of Land Tax Payments, Annual Service Charges, water and sewer charges, or other charges, shall not be construed as a waiver of the right to terminate the tax exemption or proceed with In Rem Tax Foreclosure action or any other remedy.

Section 14.4 Termination Upon Default for Non-Payment

Upon any Default in payment of any installment of the Annual Service Charge not cured within twenty (20) days, the Township in its sole discretion shall have the right to immediately exercise the following remedies: (a) terminate this Agreement, at which time: the Improvements on the Property shall be subject to conventional taxation; or (b) exercise any other remedy available to the Township in law or equity. The Township, as a courtesy, will attempt to give the Entity and any mortgagee of the Entity notice of the intention to exercise its remedies but failure to file such notice shall not affect such exercise in any way.

Article XV - Final Accounting

Section 15.1 Final Accounting

Upon any Termination or expiration of the tax exemption provided by this Agreement, whether by affirmative action of the Entity, by virtue of the provisions of the Long Term Tax Exemption Law, or pursuant to the terms of this Agreement, the date of such Termination or expiration shall be deemed to be the end of the fiscal year of the Entity. At the end of the period of tax exemption granted, the Property shall be assessed and taxed according to general law, like other property in the Township. At the same date, all restrictions and limitations upon the Entity shall terminate, and within ninety (90) days of the date of Termination or expiration of the Term of this Agreement, the Entity shall render a final accounting and pay to the Township the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-15, as well as any excess net profits, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15. For purposes of rendering a final accounting, the Termination date or expiration date shall be deemed to be the end of the fiscal year for the Entity.

Article XVI – Miscellaneous

Section 16.1 Conflict

The parties agree that in the event of a conflict between the Application and this Agreement, the provisions of this Agreement shall govern and prevail.

Section 16.2 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing this Agreement, and the Application constitute the entire Agreement between the parties, and there shall be no modification thereto other than by a written instrument executed by all parties and delivered to each.

Section 16.3 Entire Document

This Agreement and all conditions in the Ordinance of the Governing Body of the Township approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 16.4 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the Township.

Section 16.5 Grammatical

The bracketing of the letter(s) at the end of a word such as unit(s) shall mean the singular or plural, as proper meaning requires, and all related verbs and pronouns shall be made to correspond.

Section 16.6 Filing with Local Government Services

In accordance with this Agreement, the Township shall cause this Agreement and the Ordinance to be filed with the Director of Local Government Services in the Department of Community Affairs of the State.

Section 16.7 Recording

Either this entire Agreement or a memorandum hereof may be filed and recorded with the Clerk of Gloucester County by any of the parties. If recorded, this Agreement shall subordinate to all financing provided Entity and to all financing, provided Entity is in compliance with the terms and conditions detailed herein and in the approving Ordinance. The Township shall issue a certificate evidencing the Entity's good standing and compliance with the terms of this Agreement within fifteen (15) days of Entity's request, and shall cause a discharge of this Agreement, in a form acceptable to Entity and at Entity's cost to be recorded in the Burlington County Clerk's Office within fifteen (15) days of the Termination of this Agreement.

Section 16.8 Financing Matters

The plans for financing the Project are as follows:

The Total Project Cost as defined in the statute is estimated to be [\$26,853,500] as set forth in Exhibit F, which may be financed by debt instruments as determined by the Entity and the Total Project Costs are amortized in equal annual amounts over thirty (30) years. The source of the balance of the funds for the Project are as detailed in Exhibit B.

Section 16.9 Municipal Determinations

Pursuant to N.J.S.A. 40A:20-11, the Township hereby finds and determines that this Agreement is to the direct benefit of the health, welfare and financial well-being of the Township because it allows for redevelopment of the Property into productive, useful and job-creating property; and further:

- a. The costs associated with the tax exemption granted herein are minimal compared to the estimated Total Project Cost of [\$26,853,500] and the benefit by the creation

of permanent new jobs and potential for additional new jobs over the life of this Agreement.

- b. The tax exemption granted herein provides mutual benefits to the Township and the Entity and the relative stability and predictability of the Annual Service Charge will make the Project more attractive to (i) investors and lenders needed to finance the Project, and (ii) probable occupants.

Section 16.10 Invalidity

If any term, covenant or condition of this Financial Agreement or the Application shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the Application or the application of such term, covenant or condition to persons or circumstances other than those as to which is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Financial Agreement shall be valid and be enforced to the fullest extent permitted by Long Term Tax Exemption Law.

Section 16.11 Counterparts

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

Section 16.12 Amendments

This Agreement may not be amended, changed, modified, altered or terminated without the written consent of each party hereto.

Section 16.13 Headings

The section headings in this Agreement are for convenience only, and shall not be deemed to add or subtract to the meaning of the text of this Agreement.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties have caused this Financial Agreement to be executed the day and year first above written.

**LIBERTY COMMODORE I URBAN
RENEWAL, LLC**
a New Jersey limited liability company

By: Liberty Venture I, LP
a Delaware limited partnership
its sole member

By: Liberty Venture I, LLC
a Delaware limited liability company
its general partner

By: Liberty Property Limited Partnership
a Pennsylvania limited partnership
its sole member

By: Liberty Property Trust
a Maryland real estate investment trust
its general partner

A T T E S T:

By: _____

Name & Title _____

A T T E S T:

JANE DiBELLA, Township Clerk

TOWNSHIP OF WOOLWICH

BY: _____

VERNON R. MARINO, Mayor

EXHIBITS

Exhibit A	Application
Exhibit B	Financial Plan
Exhibit C	Township's Ordinance of Approval
Exhibit D	Certificate of Formation for Entity
Exhibit E	Annual Service Charge
Exhibit F	Estimated Total Project Costs
Exhibit G	Metes and Bounds Description

Exhibit A

Application

Exhibit B

Financial Plan

See financial plan information attached to Application.

Exhibit C

Township's Ordinance Approving Exemption and
Authorizing Execution of Financial Agreement

Exhibit D

Certificate of Formation for Entity

See Certificate of Formation in the Application

Exhibit E

Annual Service Charge (ASC)

YEAR	ASC
1	\$ 682,920
2	\$ 696,578
3	\$ 710,510
4	\$ 724,720
5	\$ 739,215
6	\$ 753,999
7	\$ 769,079
8	\$ 784,460
9	\$ 800,150
10	\$ 816,153
11	\$ 832,476
12	\$ 849,125
13	\$ 866,108
14	\$ 883,430
15	\$ 901,098
16	\$ 919,120
17	\$ 937,503
18	\$ 956,253
19	\$ 975,378
20	\$ 994,885
21	\$ 1,014,783
22	\$ 1,035,079
23	\$ 1,055,780
24	\$ 1,076,896
25	\$ 1,098,434
26	\$ 1,120,403
27	\$ 1,142,811
28	\$ 1,165,667
29	\$ 1,188,980
30	\$ 1,212,760
	\$ 27,704,753

Exhibit F

Estimated Total Project Costs

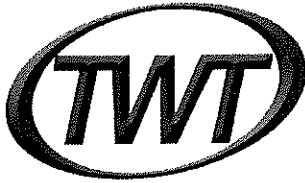
See Estimated Total Project Costs in the Application

Exhibit G

Metes and Bounds Description

See attached

220676659v1



Taylor Wiseman & Taylor

ENGINEERS | SURVEYORS | SCIENTISTS

124 Gaither Drive, Suite 150, Mt. Laurel, NJ 08054

856-235-7200 phone 856-722-9250 fax

www.taylorwiseman.com

#18833

DESCRIPTION OF PROPERTY BLOCK 11 LOT 20 AND BLOCK 11 LOT 21 WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NJ

TRACT I - BLOCK 11, LOT 21

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF TOWNSHIP LINE ROAD (A/K/A STONE MEETINGHOUSE ROAD) (33' WIDE RIGHT-OF-WAY), AT THE POINT FORMED BY THE INTERSECTION WITH THE NORTHEASTERLY LINE OF U.S. ROUTE 322 (VARIABLE WIDTH AT THIS POINT), SAID POINT BEING LOCATED 16.5' FROM THE CENTERLINE OF TOWNSHIP LINE ROAD, AS ILLUSTRATED ON A PLAN ENTITLED "ALTA/NSPS (2016) LAND TITLE SURVEY, LANDS N/F CEDARVALE FAMILY LP, BLOCK 11, LOTS 20 & 21, WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY," PREPARED BY TAYLOR WISEMAN & TAYLOR, DWG. NO. 2017-18833_LOT_20_21-SUR, DATED NOV. 29, 2017, REVISED TO 4-9-19, AND FROM SAID BEGINNING POINT RUNS; THENCE,

1. ALONG SAID LINE OF TOWNSHIP LINE ROAD, N 52° 10' 50" E, A DISTANCE OF 1,323.29 FEET TO A POINT AT THE INTERSECTION WITH THE SOUTHERLY LINE OF BLOCK 11, LOT 21.01; THENCE, ALONG THE LINES COMMON WITH BLOCK 11, LOT 21.01 THE FOLLOWING FOUR (4) COURSES AND DISTANCES,
 2. S 37° 42' 36" E, A DISTANCE OF 173.15 FEET TO A POINT; THENCE,
 3. S 30° 50' 36" E, A DISTANCE OF 177.47 FEET TO A POINT; THENCE,
 4. N 59° 09' 24" E, A DISTANCE OF 25.00 FEET TO A POINT; THENCE,
 5. N 71° 17' 24" E, A DISTANCE OF 179.37 FEET TO A POINT ON THE WESTERLY LINE OF LOTS KNOWN AS THE ENCLAVE AT STONE MEETING HOUSE, PLAN FILED 11/20/2006 AS MAP NUMBER 4204; THENCE, ALONG SAID LINE OF LOTS THE FOLLOWING THREE (3) COURSES AND DISTANCES,
 6. S 18° 42' 36" E, A DISTANCE OF 477.00 FEET TO A POINT; THENCE,
 7. N 65° 52' 24" E, A DISTANCE OF 402.60 FEET TO A POINT; THENCE,
 8. S 18° 52' 36" E, A DISTANCE OF 949.74 FEET TO A POINT AT OR NEAR GRAND SPRUTE RUN; THENCE,
 9. ALONG GRAND SPRUTE RUN VARIOUS COURSES AND DISTANCES, HAVING A TIE-LINE BEARING OF S 59° 22' 48" W, AND DISTANCE OF 266.81 FEET TO A POINT AT THE INTERSECTION WITH THE NORTHEASTERLY LINE OF BLOCK 11, LOT 17; THENCE, ALONG SAID LINE OF BLOCK 11, LOT 17 THE FOLLOWING TWO (2) COURSES AND DISTANCES,
 10. N 51° 46' 21" W, A DISTANCE OF 397.00 FEET TO A POINT; THENCE,



11. S 25° 19' 39" W, A DISTANCE OF 452.93 FEET TO A POINT AT THE INTERSECTION WITH THE CURVED NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. ROUTE 322 (120' WIDE RIGHT-OF-WAY); THENCE, ALONG THE LINE OF SAID U.S. ROUTE 322 THE FOLLOWING TWO (2) COURSES AND DISTANCES,

12. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,669.65 FEET, AN ARC LENGTH OF 176.46 FEET, SAID CURVE HAVING A CHORD BEARING OF N 64° 54' 35" W AND DISTANCE OF 176.45 FEET TO A POINT OF TANGENCY; THENCE,

13. N 64° 01' 05" W, A DISTANCE OF 375.85 FEET TO A POINT AT THE INTERSECTION WITH THE SOUTHEASTERLY LINE OF BLOCK 11, LOT 18; THENCE, LEAVING SAID RIGHT-OF-WAY, AND ALONG SAID LINE OF LOT 18,

14. N 26° 11' 32" E, A DISTANCE OF 112.70 FEET TO A POINT FOR CORNER WITH SAME; THENCE, ALONG SAID LOT 18, AND CONTINUING ALONG THE LINE OF LOT 19,

15. N 63° 48' 28" W, A DISTANCE OF 390.50 FEET TO A POINT FOR CORNER COMMON WITH LOT 19; THENCE, ALONG SAID LOT 19,

16. S 26° 11' 32" W, A DISTANCE OF 114.05 FEET TO A POINT ON THE CURVED RIGHT-OF-WAY LINE OF U.S. ROUTE 322; THENCE, ALONG THE CURVED LINE OF U.S. ROUTE 322,

17. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,669.65 FEET, AN ARC LENGTH OF 180.48 FEET, SAID CURVE HAVING A CHORD BEARING OF N 62° 48' 24" W AND DISTANCE OF 180.47 FEET TO A POINT AT THE INTERSECTION WITH THE SOUTHEASTERLY LINE OF LOT 20; THENCE, ALONG THE LINE OF LOT 20 THE FOLLOWING THREE (3) COURSES AND DISTANCES,

18. N 26° 11' 12" E, A DISTANCE OF 179.00 FEET TO A POINT; THENCE,

19. N 63° 00' 54" W, A DISTANCE OF 132.39 FEET TO A POINT; THENCE,

20. S 26° 11' 49" W, A DISTANCE OF 174.86 FEET TO A POINT ON THE CURVED RIGHT-OF-WAY LINE OF U.S. ROUTE 322; THENCE, ALONG THE CURVED LINE OF U.S. ROUTE 322,

21. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,669.65 FEET, AN ARC LENGTH OF 345.87 FEET, SAID CURVE HAVING A CHORD BEARING OF N 58° 48' 27" W AND DISTANCE OF 345.82 FEET TO A NON-TANGENT POINT; THENCE,

22. N 33° 43' 25" W, A DISTANCE OF 188.89 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

SAID ABOVE DESCRIBED TRACT OR PARCEL OF LAND, CONTAINING WITHIN SAID BOUNDS, 44.652 ACRES OF LAND, MORE OR LESS.

SAID ABOVE DESCRIBED TRACT OR PARCEL OF LAND BEING KNOWN AS BLOCK 11, LOTS 21, ON THE WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NJ, TAX MAP.



TRACT II - BLOCK 11, LOT 20

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CURVED NORTHEASTERLY LINE OF U.S. ROUTE 322 (120 FEET WIDE), SAID POINT AT THE INTERSECTION WITH THE SOUTHEASTERLY LINE OF LOT 21, AND BEING LOCATED THE FOLLOWING TWO (2) COURSES AND DISTANCES FROM THE INTERSECTION WITH THE SOUTHEASTERLY LINE OF TOWNSHIP LINE ROAD (A/K/A STONE MEETINGHOUSE ROAD) (33' WIDE RIGHT-OF-WAY), BEING 16.5' FROM THE CENTERLINE OF TOWNSHIP LINE ROAD, AS ILLUSTRATED ON A PLAN ENTITLED "ALTA/NSPS (2016) LAND TITLE SURVEY, LANDS N/F CEDARVALE FAMILY LP, BLOCK 11, LOTS 20 & 21, WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY," PREPARED BY TAYLOR WISEMAN & TAYLOR, DWG. NO. 2017-18833_LOT_20_21-SUR, DATED NOV. 29, 2017, REVISED TO 4-9-19,

- A) S 33° 43' 25" E, A DISTANCE OF 188.89 FEET TO A NON-TANGENT POINT ON A CURVE;
- B) ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5,669.65 FEET, AN ARC LENGTH OF 345.87 FEET, SAID CURVE HAVING A CHORD BEARING OF S 58° 48' 27" E AND DISTANCE OF 345.82 FEET TO THE POINT OF BEGINNING;

AND FROM SAID BEGINNING POINT RUNS; THENCE, ALONG THE LINE OF LOT 21 THE FOLLOWING THREE (3) COURSES AND DISTANCES,

- 1. N 26° 11' 49" E, A DISTANCE OF 174.86 FEET TO A POINT; THENCE,
- 2. S 63° 00' 54" E, A DISTANCE OF 132.39 FEET TO A POINT; THENCE,
- 3. S 26° 11' 12" W, A DISTANCE OF 179.00 FEET TO A POINT ON THE CURVED RIGHT-OF-WAY LINE OF U.S. ROUTE 322; THENCE, ALONG THE CURVED LINE OF U.S. ROUTE 322,
- 4. ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,669.65 FEET, AN ARC LENGTH OF 132.55 FEET, SAID CURVE HAVING A CHORD BEARING OF N 61° 13' 29" W AND DISTANCE OF 132.54 FEET TO THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

SAID ABOVE DESCRIBED TRACT OR PARCEL OF LAND, CONTAINING WITHIN SAID BOUNDS 23,458 S.F. OR 0.539 ACRES OF LAND, MORE OR LESS.

SAID ABOVE DESCRIBED TRACT OR PARCEL OF LAND BEING KNOWN AS BLOCK 11, LOTS 20, ON THE WOOLWICH TOWNSHIP, GLOUCESTER COUNTY, NJ, TAX MAP.

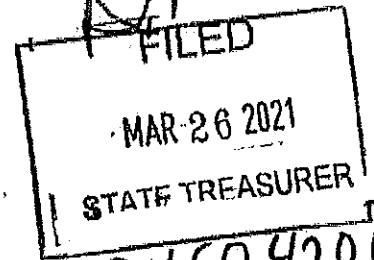
Samuel S. Previtera

Samuel S. Previtera, PLS,
NJ Land Surveyor License #24GS03897600
NJ Certificate of Authorization No. 24GA28032900

EXHIBIT F

AMENDED AND RESTATED CERTIFICATE OF FORMATION

AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
LIBERTY COMMODORE I, LLC



The undersigned, by the filing of a Certificate of Formation on September 24, 2019, organized a limited liability company named Liberty Commodore I, LLC (the "Company"), New Jersey Identification Number 0450420685, pursuant to the New Jersey Revised Uniform Limited Liability Company Act (N.J.S.A. 42:2C-1 et seq.).

Pursuant to the provisions of N.J.S.A. Section 42:2C-19, the undersigned hereby executes the following Amended & Restated Certificate of Formation, and certifies that the Company is hereby organized pursuant to the New Jersey Revised Uniform Limited Liability Company Act (N.J.S.A. 42:2C-1 et seq.) and the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.).

THE UNDERSIGNED hereby certifies that the Certificate of Formation of the Company is hereby Amended and Restated as follows:

1. The name of the limited liability company is "Liberty Commodore I Urban Renewal, LLC."
2. The name of the limited liability company's initial registered agent is Corporation Service Company.
3. The limited liability company's initial registered office is Princeton South Corporate Center, Suite 160, 100 Charles Ewing Boulevard, Ewing, New Jersey 08628, and the name of the limited liability company's initial agent at such address is Corporation Service Company.
4. The limited liability company shall have perpetual existence.
5. The purpose for which the limited liability company has been formed is to operate under P.L. 1991, c. 431 (C.40A:20-1 et seq.) and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and, when authorized by financial agreement with the municipality, to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvement in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L. 1991, c. 431 (C.40A:20-1 et seq.).

S 3120788
75480439

6. So long as the limited liability company is obligated under financial agreement with a municipality made pursuant to P.L. 1991, c. 431 (C.40A:20-1 *et seq.*), it shall engage in no other business other than the ownership, operation and management of the project.

7. The limited liability company has been organized to serve a public purpose. Its operations shall be directed toward: (a) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; (b) the acquisition, management and operation of a project, redevelopment relocation housing project, or low and moderate income housing project under P.L. 1991, c. 431 (C.40A:20-1 *et seq.*); and (c) it shall be subject to regulation by the municipality in which its project is situated, and to a limitation or prohibition, as appropriate, on profits or dividends, for so long as it remains the owner of a project subject to P.L. 1991, c. 431 (C.40A:20-1 *et seq.*).

8. The limited liability company shall not voluntarily transfer more than 10% of the ownership of the project or any portion thereof undertaken by it pursuant to P.L. 1991, c. 431 (C.40A:20-1 *et seq.*), until it has first removed both itself and the project from all restrictions of P.L. 1991, c.431 (C.40A:20-1 *et seq.*) in the manner required by P.L. 1991, c. 431 (C.40A:20-1 *et seq.*) and, if the project includes housing units, has obtained the consent of the Commissioner of Community Affairs to such transfer; with the exception of transfer to another urban renewal entity, as approved by the municipality in which the project is situated, which other urban renewal entity shall assume all contractual obligations of the transferor entity under the financial agreement with the municipality. The limited liability company shall file annually with the municipal governing body a disclosure of the persons having an ownership interest in the project, and of the extent of the ownership interest of each. Nothing herein shall prohibit any transfer of the ownership interest in the urban renewal entity itself provided that the transfer, if greater than 10 percent, is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the municipality in advance of the annual disclosure statement referred to above.

9. The limited liability company is subject to the provisions of section 19-201 of P.L. 1991

6. So long as the limited liability company is obligated under financial agreement with a municipality made pursuant to P.L. 1991, c. 431 (C.40A:20-1 *et seq.*), it shall engage in no other business other than the ownership, operation and management of the project.

7. The limited liability company has been organized to serve a public purpose. Its operations shall be directed toward: (a) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the conduct of low and moderate income housing projects; (b) the acquisition, management and operation of a project, redevelopment relocation housing project, or low and moderate income housing project under P.L. 1991, c. 431 (C.40A:20-1 *et seq.*); and (c) it shall be subject to regulation by the municipality in which its project is situated, and to a limitation or prohibition, as appropriate, on profits or dividends, for so long as it remains the owner of a project subject to P.L. 1991, c. 431 (C.40A:20-1 *et seq.*).

8. The limited liability company shall not voluntarily transfer more than 10% of the ownership of the project or any portion thereof undertaken by it pursuant to P.L. 1991, c. 431 (C.40A:20-1 *et seq.*), until it has first removed both itself and the project from all restrictions of P.L. 1991, c.431 (C.40A:20-1 *et seq.*) in the manner required by P.L. 1991, c. 431 (C.40A:20-1 *et seq.*) and, if the project includes housing units, has obtained the consent of the Commissioner of Community Affairs to such transfer; with the exception of transfer to another urban renewal entity, as approved by the municipality in which the project is situated, which other urban renewal entity shall assume all contractual obligations of the transferor entity under the financial agreement with the municipality. The limited liability company shall file annually with the municipal governing body a disclosure of the persons having an ownership interest in the project, and of the extent of the ownership interest of each. Nothing herein shall prohibit any transfer of the ownership interest in the urban renewal entity itself provided that the transfer, if greater than 10 percent, is disclosed to the municipal governing body in the annual disclosure statement or in correspondence sent to the municipality in advance of the annual disclosure statement referred to above.

9. The limited liability company is subject to the provisions of section 18 of P.L. 1991, c. 431 (C.40A:20-18) respecting the powers of the municipality to alleviate financial difficulties of the urban renewal entity or to perform actions on behalf of the entity upon a determination of financial emergency.

10. Any housing units constructed or acquired by the limited liability company shall be managed subject to the supervision of, and rules adopted by, the Commissioner of Community Affairs.

IN WITNESS WHEREOF, the undersigned, being over the age of 21 years, has signed this Amended and Restated Certificate of Formation on this 8th day of February, 2021.

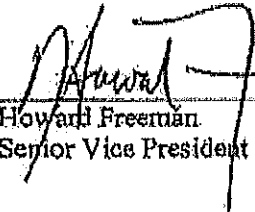
LIBERTY COMMODORE I LLC
a New Jersey limited liability company

By: Liberty Venture I, LP
a Delaware limited partnership
its sole member

By: Liberty Venture I, LLC
a Delaware limited liability company
its general partner

By: Liberty Property Limited Partnership
a Pennsylvania limited partnership
its sole member

By: Liberty Property Trust
a Maryland real estate investment trust
its general partner

By: 
Name: Howard Freeman
Title: Senior Vice President



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
LOCAL PLANNING SERVICES
101 SOUTH BROAD STREET
PO BOX 813
TRENTON, NJ 08625-0813
(609) 292-5000 • FAX (609) 633-6056

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

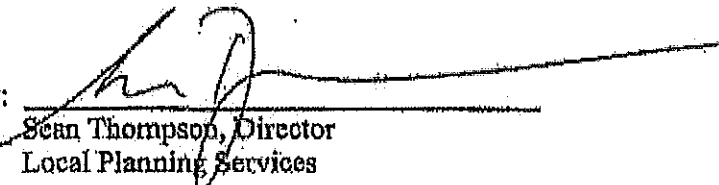
DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer
RE: LIBERTY COMMODORE I URBAN RENEWAL, LLC
(formerly LIBERTY COMMODORE I, LLC)
File # 2989
An Urban Renewal Entity

This is to certify that the attached AMENDED AND RESTATED CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 25th day of March 2021 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

By: 
Sean Thompson, Director
Local Planning Services



**UNIFORM FIRE CODE ORDINANCE
TOWNSHIP OF WOOLWICH
COUNTY OF GLOUCESTER
2021-10**

**AN ORDINANCE PROVIDING FOR LOCAL ENFORCEMENT OF THE NEW JERSEY
UNIFORM FIRE CODE.**

WHEREAS, the Uniform Fire Safety Act, (P.L. 1983, c.383) was enacted for the purpose of establishing a system for the enforcement of minimum fire safety standards throughout the State of New Jersey; and

WHEREAS, the New Jersey Department of Community Affairs has promulgated minimum fire safety standards which have been made part of the Uniform Fire Code (N.J.A.C. 5:70.1 et seq.); and

WHEREAS, the Uniform Fire Safety Act authorizes municipalities to provide for local enforcement of these standards and to establish local enforcement agencies for that purpose; and

WHEREAS, it is in the best interest of the Township of Woolwich to have the Uniform Fire Code enforced locally; and

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

Section 1. LOCAL ENFORCEMENT

Pursuant to Section 11 of the Uniform Fire Safety Act (P.L. 1983 c. 383), the New Jersey Uniform Fire Code (N.J.A.C. 5:70-1 et seq.) shall be locally enforced in the Township of Woolwich.

Section 2. AGENCY DESIGNATION

The local enforcing agency shall be the Gloucester County Fire Marshal's Office. The Gloucester County Fire Marshal's Office shall hereinafter be known as the local enforcing agency.

Section 3. DUTIES

- (A) The local enforcing agency shall enforce the Uniform Fire Code in all buildings, structures, and premises within the established boundaries of the Township of Woolwich other than one and two unit owner-occupied dwellings used exclusively for dwelling purposes and buildings, structures, and premises owned or operated by the Federal Government, Interstate Agencies or the State.

- (B) The local enforcing agency shall faithfully comply with all the pertinent requirements of the Uniform Fire Safety Act and the Uniform Fire Code.

Section 4. MISCELLANEOUS PROVISIONS

The Township of Woolwich shall defer to the Gloucester County Fire Marshal's Office Ordinance for matters governing Organization, Appointments, Qualifications, Term of Office, Removal, Inspections of both Life Hazard Uses and Non-Life Hazard Uses, Permits and Inspection Fees, Board of Appeals, Enforcement, Violations and Penalties, and any other provisions of the Gloucester County Fire Marshal's Office Ordinance not otherwise inconsistent with this Ordinance.

Section 5. EFFECTIVE DATE

This ordinance shall be effective upon passage and publication as required by law along with the release of the executive order prohibiting LEA transfers (Order NO. 103).

VERNON MARINO, MAYOR

ATTEST:

JANE DiBELLA, MUNICIPAL CLERK

CERTIFICATION

CERTIFICATION

The foregoing Ordinance was introduced upon first reading by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of June, 2021. It will further be considered for final adoption upon second reading and subsequent to a public hearing to be held on such Ordinance, at the next regular meeting of the Township Committee at which time any interested person(s) may be heard. Said meeting to be conducted on the 19th day of July, 2021 at the Woolwich Township Municipal Building, 120 Village Green Drive, Woolwich Twp., beginning at 6:00 p.m.

Jane DiBella, Clerk

CERTIFICATION OF ADOPTION

The foregoing Ordinance was adopted upon second reading and subsequent to a public hearing held on same, at a meeting of the Woolwich Township Committee held on the 19th day of July, 2021.

Jane DiBella, Clerk

**AN ORDINANCE OF THE TOWNSHIP OF WOOLWICH, COUNTY OF
GLOUCESTER, STATE OF NEW JERSEY ADOPTING AN AMENDMENT TO THE
2019 AMENDMENT TO THE KINGS LANDING REDEVELOPMENT PLAN
PURSUANT TO N.J.S.A. 40A:12A et seq.**

2021-11

WHEREAS, by way of Resolution R-2017-120, adopted on April 17, 2017, the Woolwich Township Committee designated numerous blocks and lots along the Rte. 322 corridor as an area in need of redevelopment (“Original Redevelopment Area”); and

WHEREAS, on July 17, 2017, the Woolwich Township Committee passed Ordinance 2017-12 adopting the “Kings Landing Redevelopment Plan” (“Redevelopment Plan”) for the Original Redevelopment Area, also known as Kings Landing at Woolwich Township, pursuant to N.J.S.A. 40A:12A-7; and

WHEREAS, by way Resolution R-2019-194, adopted on August 5, 2019, the Woolwich Township Committee designated additional blocks and lots near the Original Redevelopment Area as a redevelopment area (“Expanded Redevelopment Area”); and

WHEREAS, on December 16, 2019, the Woolwich Township Committee passed Ordinance 2019-25 adopting an amendment to the Redevelopment Plan entitled “2019 Amendments to the Kings Landing Redevelopment Plan,” dated December 2019 (“Amended Redevelopment Plan”) which governs both the Original Redevelopment Area and the Expanded Redevelopment Area; and

WHEREAS, one of the goals of the Township Master Plan is to provide conveniently located and well-designed retail and commercial opportunities to serve the residents of Woolwich Township and the surrounding area, and an objective of the Master Plan is to provide opportunities for more intensive regional-scale retail development, which will become possible once sewer and water can be provided to the Route 322 Corridor; and

WHEREAS, the 2016 Reexamination Report to the Township Master Plan recommends establishing a Flexible Office Commercial (FOC) District to allow an intensive mix of commercial, retail, office and warehousing to develop along the Route 322 Corridor; and

WHEREAS, Block 12, Lot 3 is located along the Route 322 Corridor and directly across from several properties along Route 322 already subject to the CD Zone under the Amended Redevelopment Plan; and

WHEREAS, under the Amended Redevelopment Plan, the CD Zone is intended to provide commercial, office, warehouse, warehouse/distribution and light industrial uses to serve the regional community; and

WHEREAS, amending the Amended Redevelopment Plan to include Block 12, Lot 3 within the CD Zone would be consistent with the Master Plan and the Reexamination Report's goals of creating an intensive mix of regional commercial uses along the Route 322 Corridor; and

WHEREAS, in order to stimulate redevelopment of Block 12, Lot 3 within the Original Redevelopment Area, the Township Committee of the Township of Woolwich has determined it is necessary to further amend the Amended Redevelopment Plan to include Block 12, Lot 3 within the CD Zone set forth in the Amended Redevelopment Plan.

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

1. The Amended Redevelopment Plan, entitled "2019 Amendments to the Kings Landing Redevelopment Plan," dated December 2019, is hereby further amended to include Block 12, Lot 3 within the CD Zone, and therefore remove it from the MUD Zone.
2. All other provisions of the Amended Redevelopment Plan shall remain unchanged.
3. The Woolwich Township Committee notes that the power of eminent domain is not made part of this amendment.
4. This Ordinance amending the Amended Redevelopment Plan shall be on file in the office of the Woolwich Township Clerk for review by the public during normal business hours.

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST:

Jane DiBella, Clerk

CERTIFICATION

The foregoing Ordinance was introduced upon first reading by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of June, 2021. 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 19th day of July, 2021, at the Woolwich Township Building, 120 Village Green Drive, Woolwich Township, New Jersey, beginning at 6:00 p.m.

Jane DiBella, Clerk

CERTIFICATION OF ADOPTION

The foregoing Ordinance was adopted upon second reading and subsequent to a public hearing at a meeting of the Woolwich Township Committee on the 19th day of July, 2021.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING RENEWAL OF PLENARY RETAIL CONSUMPTION
LIQUOR LICENSE #0824-33-003-002 TO CENTER SQUARE TAVERN, LLC
R-2021-127**

WHEREAS, Center Square Tavern, LLC is currently the owner of Plenary Retail Consumption Liquor License #0824-33-003-002; and

WHEREAS, said licensee has made application for renewal of said license; and

WHEREAS, the application has been reviewed by the Township Clerk and found to be in order; and

WHEREAS, the Township Clerk has further determined that all fees due and owing the Township of Woolwich and the State of New Jersey have been paid by the applicant; and

WHEREAS, the Township Committee of the Township of Woolwich wishes to renew this license in accordance with N.J.S.A.33:1-1 et seq. to the same extent that it has been granted in the past;

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

1. That the application made by Center Square Tavern, LLC for the renewal of Plenary Retail Consumption Liquor License #0824-33-003-002 be and is hereby granted for a term beginning as of July 1, 2021 and expiring on June 30, 2022.
2. That the Woolwich Township Clerk is authorized and directed to take all steps necessary to affect the renewal of this license.

Adopted this 21st day of June, 2021

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of June, 2021.

Jane DiBella, Clerk

RESOLUTION FOR PUBLIC FIREWORKS DISPLAY

R-2021-128

WHEREAS, Wellshire Farms has made application for a fireworks display to be conducted on their property located at 509 Woodstown Road in Woolwich Township New Jersey between the approximate hours of 9:30-10:30 p.m. on July 10, 2021; and

NOW THEREFORE BE IT RESOLVED on this 21st day of June, 2021 by the Township Committee of the Township of Woolwich that permission is granted to hold said fireworks display at the above stated time and in accordance with its application conditioned upon issuance of the necessary Fire Code permit by the Gloucester County Fire Marshal's Office.

Adopted this 21st day of June, 2021

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of June, 2021.

Jane DiBella, Clerk

**RESOLUTION MAKING AN APPOINTMENT TO THE POSITION OF EMERGENCY
MANAGEMENT COORDINATOR AND DEPUTY EMERGENCY MANAGEMENT
COORDINATOR WITHIN THE TOWNSHIP OF WOOLWICH
R-2021-129**

WHEREAS, there exists a Joint Emergency Management Council comprised of the Township of Woolwich and the Borough of Swedesboro within the County of Gloucester; and

WHEREAS, due to the expiration of term in this position, and upon the advice of the Gloucester County Department of Emergency Management, the Township of Woolwich desires to make appointments to the position of Emergency Management Coordinator and Deputy Emergency Management Coordinator for a term of three (3) years; and

WHEREAS, Det. Sgt. Chris Beckett meets such qualifications as promulgated by the Office of the Attorney General and the New Jersey Office of Emergency Management; and

WHEREAS, Cpl. Matt Boyko is further designated to serve in the capacity of Deputy Emergency Management Coordinator;

WHEREAS, the Woolwich Township Committee approves of the appointments of Det. Sgt. Chris Beckett as Woolwich Township Emergency Management Coordinator and Cpl. Matt Boyko as Deputy Emergency Coordinator for a term of three (3) years, commencing as of the date of this Resolution and expiring as of the 20th day of June, 2024;

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

1. That Det. Sgt. Chris Beckett be and is hereby appointed to the position of Emergency Management Coordinator within the Township of Woolwich, County of Gloucester and State of New Jersey for a term beginning as of this date and ending on June 20, 2024.
2. That Det. Sgt. Chris Beckett shall be compensated for this position in accordance with the Woolwich Township Salary Ordinance.
3. That Cpl. Matt Boyko be and is hereby appointed to the position of Deputy Emergency Management Coordinator within the Township of Woolwich, County of Gloucester and State of New Jersey for a term beginning as of this date and ending on June 20, 2024.
4. That a certified copy of this resolution be forwarded to the Gloucester County Emergency Management Director and to the Clerk of the Borough of Swedesboro.

Adopted this 21st day of June, 2021

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of June, 2021.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING HIRING WITHIN THE DEPARTMENT OF PUBLIC
WORKS
R-2021-130**

WHEREAS, the Township of Woolwich is in need of full time employees within the Department of Public Works in the position of laborer/operator; and

WHEREAS, the Township advertised and conducted interviews with qualified applicants in accordance with the Woolwich Township Personnel Policy; and

WHEREAS, upon the recommendation of the Woolwich Township Administrator/Clerk, the Director of Municipal Services and the Supervisor of Public Works, the Woolwich Township Committee wishes to authorize the extending of an offer of employment to Michael Whitecraft as the result of those interviews;

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

1. That Michael Whitecraft be and is hereby hired within the Woolwich Township Public Works Department in the position of laborer/operator effective as of June 22, 2021 pending results of pre-employment testing and shall be paid at the rate of \$18.00/hr..
2. That as a full time employee, Michael Whitecraft will be entitled to employee benefits as offered by the Township of Woolwich.

Adopted this 21st day of June, 2021

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of June, 2021.

Jane DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH ADOPTING CHANGES TO ITS
PERSONNEL POLICIES AND PROCEDURES MANUAL
R-2021-131**

WHEREAS, The Township of Woolwich is a member of the TriCo Joint Insurance Fund (JIF) through which the Township is afforded coverage for Employment Practices Liability (EPL) through the Municipal Excess Liability (MEL) Fund; and

WHEREAS, the Township of Woolwich has adopted policies, procedures and programs through the MEL which enable the Township to maintain current deductibles and co-pay in employment practices claims for members with updated loss control programs; and

WHEREAS, certain amendments to the Model "Personnel Policies and Procedures Manual" have been suggested by the MEL in order to comply with recent changes in law; and

WHEREAS, the Solicitor of the Township of Woolwich has reviewed and signed off on the revised manual; and

WHEREAS, the Township of Woolwich wishes to comply with said EPL Policies;

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

1. That the Woolwich Township Committee hereby authorizes changes to its Personnel Policies and Procedures Manual, said changes being attached hereto.
2. That the Woolwich Township Administrator/Clerk be and is hereby authorized and directed to supply all township employees with amended copies of said manual.
3. That the Township of Woolwich hereby certifies its compliance with all aspects of the Employment Practices Liability Program of the MEL.
4. That the Woolwich Township Clerk is authorized and directed to submit the necessary documentation certifying compliance with said program in order to continue to qualify for the deductible incentives.

Adopted this 21st day of June, 2021

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of June, 2021.

Jane DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH AUTHORIZING A SHARED SERVICE
AGREEMENT BETWEEN THE TOWNSHIP OF WOOLWICH AND THE COUNTY OF
GLOUCESTER REGARDING FAMILY ENTERTAINMENT
R-2021-132**

Be it resolved by the Mayor and Township Committee of the Township of Woolwich, that:

WHEREAS, The County of Gloucester intends to provide a Shared Service for the provision of a family movie entertainment night on August 13, 2021 (rain date August 14, 2021); and

WHEREAS, the Township of Woolwich and the County of Gloucester desire to enter into an agreement for this purpose, said Agreement describing the nature of such service to be provided and the relationship in this context of the parties, consistent with the terms and provisions of N.J.S.A. 40A:65-1 et seq., which specifically authorizes local government units, including counties and municipalities to enter into shared service agreements; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Woolwich, that the Township of Woolwich does authorize entering into a shared services agreement with the County of Gloucester per the terms of said Agreement attached hereto and incorporated within the body of this resolution by reference.

Adopted June 21, 2021

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

Certification

I, Jane DiBella, Municipal Clerk of Woolwich Township, do hereby certify that the foregoing resolution is a true copy of the original resolution duly passed and adopted by the Committee at its meeting of June 21, 2021

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING REFUND OF VENDOR FEES FOR SPRING FLING NON-FOOD VENDOR
R-2021-133**

WHEREAS, Suzan Toone applied for and received approval from Woolwich Township Parks and Recreation for a non-food vendor, and

WHEREAS, the Owner in Fee is Suzan Toone; and

WHEREAS, the vendor gave advance notice that they would be unable to attend the Spring Fling;

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

1. That non-food vendor application is withdrawn.
2. That the Woolwich Township CFO be and is hereby authorized and directed to refund \$25.00 for said application fee.

Adopted at a meeting of the Township of Woolwich Committee held on June 21, 2021.

Vernon Marino, Mayor

Attest:

Jane DiBella, Clerk

CERIFICATION

The foregoing Resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting conducted on the 21st day of June, 2021.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING PLACEMENT OF MUNICIPAL LIENS-PROPERTY
MAINTENANCE**

R-2021-134

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

WHEREAS, the owners of property located at 106 Steeplebush and 227 Glenhaven Court failed to comply with a "Notice of Violation" issued by the Woolwich Township Director of Municipal Services; and

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

WHEREAS, the Township wishes to re-coup such costs by placing municipal liens as reflected below:

Block Lot	Address	Owner(s)
25/3.19	106 Steeplebush	Hidden Mill Associates
25/3.13	227 Glenhaven Court	Gregory Simonds

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

1. That the Woolwich Township Tax Collector be and is hereby authorized to place municipal liens on the Blocks/Lots as referenced above in the amount of \$300.00 per property.

Adopted this 21st day of June, 2021

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 21st day of June, 2021.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE TOWNSHIP
COMMITTEE OF THE TOWNSHIP OF WOOLWICH;
PERSONNEL, POLICE
R-2021-135**

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 **June 21, 2021**
2. The general nature of the subject to be discussed at said closed meeting shall be;

Personnel; Police

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 June, 2021

ATTEST:

TOWNSHIP OF WOOLWICH

Jane DiBella, Clerk

Vernon Marino, Mayor