

**AGENDA
WOOLWICH TOWNSHIP COMMITTEE
JUNE 7, 2021**

Call to order:

The June 7, 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:

Presentation of "Operation Steel Guardian" Commemoration by Patrolman Brandon Lopez to the Township of Woolwich

Eagle Scout Proclamations

Alexander Mitchell
Lucas Santos
Daniel Carbone
Pratik Jacob
Christian Sullivan
Joseph Sullivan
Adam Williams

Joe Henry-Hardenberg Insurance Group "Safety on the Agenda"

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:

2021-07 An Ordinance of the Township of Woolwich, County of Gloucester and State of New Jersey Deleting Article II of Chapter 157 of the Code of the Township of Woolwich Entitled "Stormwater Control" and Replacing with the Following Second Reading/Public Hearing

2021-08 An Ordinance Making Salary Ranges for Certain Officials and Employees of the Township of Woolwich in the County of Gloucester for the Year 2021 Second Reading/Public Hearing

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.) First Reading/Introduction

Resolutions:

2021 Municipal Budget

R-2021-118 Township of Woolwich, County of Gloucester, Resolution to Read Budget by Title Only

Public Hearing on 2021 Municipal Budget

R-2021-119 Resolution of the Township of Woolwich, County of Gloucester, State of New Jersey Adopting the 2021 Municipal Budget

R-2021-120 Resolution of the Township of Woolwich, County of Gloucester, State of New Jersey Recognizing June 2021 as Pride Month in the Township of Woolwich

R-2021-121 Resolution of the Township of Woolwich Authorizing Reduction of Letter of Credit #20-04 Posted on the Behalf of Villages 1, Section 6.3

R-2021-122 Resolution of the Township of Woolwich Authorizing the Execution of an Assignment and Assumption of Redevelopment Agreement with Liberty 1 Urban Renewal, LLC on Block 11, Lots 20 and 21

R-2021-123 Resolution Authorizing Renewal of Plenary Retail Distribution Liquor License #0824-44-004-002 to JSSB, Inc.

R-2021-124 Resolution Authorizing the Tax Collector to Transfer/Refund Overpayment of Taxes

R-2021-125 Resolution Authorizing Renewal of Plenary Retail Consumption License #0824-33-002-008 to Earl C. Rode Jr., Inc.

R-2021-126 Resolution of the Township of Woolwich, County of Gloucester, of Intent to Involuntarily Retire Patrolman William Cook

Old Business: Cannabis Regulations (Previously Tabled)
Oliphants Mill Road/ Engineer Report
2022 NJDOT State Aid Project

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 Bills:

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.

**AN ORDINANCE OF THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER AND STATE OF NEW
JERSEY DELETING ARTICLE II OF CHAPTER 157 OF THE CODE OF THE TOWNSHIP OF WOOLWICH
ENTITLED "STORMWATER CONTROL" AND REPLACING WITH THE FOLLOWING
ORDINANCE 2021-07
Article II
Stormwater Control**

Ordinance 2021-07 – Stormwater Control

Section I. Scope and Purpose:

A. Policy Statement

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose

The purpose of this ordinance is to establish minimum stormwater management requirements and controls for "major development," as defined below in Section II.

C. Applicability

1. This ordinance shall be applicable to the following major developments:
 - a. Non-residential major developments; and
 - b. Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
2. This ordinance shall also be applicable to all major developments undertaken by Woolwich Township

D. Compatibility with Other Permit and Ordinance Requirements

Ordinance 2021 – Stormwater Control *(continued)*

Development approvals issued pursuant to this ordinance are to be considered an integral part of development approvals and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

This ordinance is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

Section II. Definitions:

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

“CAFRA Centers, Cores or Nodes” means those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

“CAFRA Planning Map” means the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

“Community basin” means an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this chapter.

“Compaction” means the increase in soil bulk density.

“Contributory drainage area” means the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

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Ordinance 2021 – Stormwater Control *(continued)*

“Core” means a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

“County review agency” means an agency designated by the County Board of Commissioners to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

1. A county planning agency or
2. A county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

“Department” means the Department of Environmental Protection.

“Designated Center” means a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

“Design engineer” means a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge-enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.*

In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act , N.J.S.A 4:1C-1 *et seq.*

“Disturbance” means the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Milling and repaving is not considered disturbance for the purposes of this definition.

“Drainage area” means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

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Ordinance 2021 – Stormwater Control *(continued)*

“Environmentally constrained area” means the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

“Environmentally critical area” means an area or feature which is of significant environmental value, including but not limited to: stream corridors, natural heritage priority sites, habitats of endangered or threatened species, large areas of contiguous open space or upland forest, steep slopes, and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

“Empowerment Neighborhoods” means neighborhoods designated by the Urban Coordinating Council “in consultation and conjunction with” the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

“Erosion” means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

“Green infrastructure” means a stormwater management measure that manages stormwater close to its source by:

1. Treating stormwater runoff through infiltration into subsoil;
2. Treating stormwater runoff through filtration by vegetation or soil; or
3. Storing stormwater runoff for reuse.

“HUC 14” or “hydrologic unit code 14” means an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

“Impervious surface” means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

“Infiltration” is the process by which water seeps into the soil from precipitation.

“Lead planning agency” means one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

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Ordinance 2021 – Stormwater Control *(continued)*

“Major development” means an individual “development,” as well as multiple developments that individually or collectively result in:

1. The disturbance of one or more acres of land since February 2, 2004;
2. The creation of one-quarter acre or more of “regulated impervious surface” since February 2, 2004;
3. The creation of one-quarter acre or more of “regulated motor vehicle surface” since March 2, 2021; or
4. A combination of 2 and 3 above that totals an area of one-quarter acre or more. The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of paragraphs 1, 2, 3, or 4 above. Projects undertaken by any government agency that otherwise meet the definition of “major development” but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered “major development.”

“Motor vehicle” means land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

“Motor vehicle surface” means any pervious or impervious surface that is intended to be used by “motor vehicles” and/or aircraft, and is directly exposed to precipitation including, but not limited to, driveways, parking areas, parking garages, roads, racetracks, and runways.

“Municipality” means any city, borough, town, township, or village.

“New Jersey Stormwater Best Management Practices (BMP) Manual” or “BMP Manual” means the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this chapter. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department’s determination as to the ability of that best management practice to contribute to compliance with the standards contained in this chapter. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this chapter, provided the design engineer demonstrates to the municipality, in accordance with Section IV.F. of this ordinance and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will

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Ordinance 2021 – Stormwater Control *(continued)*

contribute to achievement of the design and performance standards established by this chapter.

“Node” means an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

“Nutrient” means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

“Person” means any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

“Pollutant” means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. §§ 2011 *et seq.*)), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. “Pollutant” includes both hazardous and nonhazardous pollutants.

“Recharge” means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

“Regulated impervious surface” means any of the following, alone or in combination:

1. A net increase of impervious surface;
2. The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a “new stormwater conveyance system” is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);
3. The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or
4. The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

“Regulated motor vehicle surface” means any of the following, alone or in combination:

1. The total area of motor vehicle surface that is currently receiving water;
2. A net increase in motor vehicle surface; and/or
quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

“Sediment” means solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

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Ordinance 2021 – Stormwater Control *(continued)*

“Site” means the lot or lots upon which a major development is to occur or has occurred.

“Soil” means all unconsolidated mineral and organic material of any origin.

“State Development and Redevelopment Plan Metropolitan Planning Area (PA1)” means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State’s future redevelopment and revitalization efforts.

“State Plan Policy Map” is defined as the geographic application of the State Development and Redevelopment Plan’s goals and statewide policies, and the official map of these goals and policies.

“Stormwater” means water resulting from precipitation (including rain and snow) that runs off the land’s surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.

“Stormwater management BMP” means an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management BMP may either be normally dry (that is, a detention basin or infiltration system), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

“Stormwater management measure” means any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

“Stormwater runoff” means water flow on the surface of the ground or in storm sewers, resulting from precipitation.

“Stormwater management planning agency” means a public body authorized by legislation to prepare stormwater management plans.

“Stormwater management planning area” means the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

“Tidal Flood Hazard Area” means a flood hazard area in which the flood elevation resulting from the two-, 10-, or 100-year storm, as applicable, is governed by tidal

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Ordinance 2021 – Stormwater Control *(continued)*

flooding from the Atlantic Ocean. Flooding in a tidal flood hazard area may be contributed to, or influenced by, stormwater runoff from inland areas, but the depth of flooding generated by the tidal rise and fall of the Atlantic Ocean is greater than flooding from any fluvial sources. In some situations, depending upon the extent of the storm surge from a particular storm event, a flood hazard area may be tidal in the 100-year storm, but fluvial in more frequent storm events.

“Urban Coordinating Council Empowerment Neighborhood” means a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

“Urban Enterprise Zones” means a zone designated by the New Jersey Enterprise Zone Authority pursuant to the New Jersey Urban Enterprise Zones Act, N.J.S.A. 52:27H-60 et. seq.

“Urban Redevelopment Area” is defined as previously developed portions of areas:

1. Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
2. Designated as CAFRA Centers, Cores or Nodes;
3. Designated as Urban Enterprise Zones; and
4. Designated as Urban Coordinating Council Empowerment Neighborhoods.

“Water control structure” means a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

“Waters of the State” means the ocean and its estuaries, all springs, streams, wetlands, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State of New Jersey or subject to its jurisdiction.

“Wetlands” or “wetland” means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Section III. Design and Performance Standards for Stormwater Management Measures

- A. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:

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Ordinance 2021 – Stormwater Control (continued)

1. The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.
 2. The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.
- B. The standards in this ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

Section IV. Stormwater Management Requirements for Major Development

- A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with Section X.
- B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlenbergi* (bog turtle).
- C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section IV.P, Q and R:
1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
 2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and
 3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.
- D. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section IV.O, P, Q and R may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:

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Ordinance 2021 – Stormwater Control *(continued)*

1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
 2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of Section IV.O, P, Q and R to the maximum extent practicable;
 3. The applicant demonstrates that, in order to meet the requirements of Section IV.O, P, Q and R, existing structures currently in use, such as homes and buildings, would need to be condemned; and
 4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under IV.D.3 above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of Section IV.O, P, Q and R that were not achievable onsite.
- E. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in Section IV.O, P, Q and R. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department’s website at:
- https://njstormwater.org/bmp_manual2.htm.
- F. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this ordinance the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

<p><u>Table 1</u> <u>Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity</u></p>

Ordinance 2021 – Stormwater Control (continued)

<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>
<u>Cistern</u>	<u>0</u>	<u>Yes</u>	<u>No</u>	<u>--</u>
<u>Dry Well^(a)</u>	<u>0</u>	<u>No</u>	<u>Yes</u>	<u>2</u>
<u>Grass Swale</u>	<u>50 or less</u>	<u>No</u>	<u>No</u>	<u>2^(e)</u> <u>1^(f)</u>
<u>Green Roof</u>	<u>0</u>	<u>Yes</u>	<u>No</u>	<u>--</u>
<u>Manufactured Treatment Device^{(a) (g)}</u>	<u>50 or 80</u>	<u>No</u>	<u>No</u>	<u>Dependent upon the device</u>
<u>Pervious Paving System^(a)</u>	<u>80</u>	<u>Yes</u>	<u>Yes^(b)</u> <u>No^(c)</u>	<u>2^(b)</u> <u>1^(c)</u>
<u>Small-Scale Bioretention Basin^(a)</u>	<u>80 or 90</u>	<u>Yes</u>	<u>Yes^(b)</u> <u>No^(c)</u>	<u>2^(b)</u> <u>1^(c)</u>
<u>Small-Scale Infiltration Basin^(a)</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Small-Scale Sand Filter</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Vegetative Filter Strip</u>	<u>60-80</u>	<u>No</u>	<u>No</u>	<u>--</u>

(Notes corresponding to annotations ^(a) through ^(g) are found on Page 15)

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Ordinance 2021 – Stormwater Control (*continued*)

Table 2 Green Infrastructure BMPs for Stormwater Runoff Quantity (or for Groundwater Recharge and/or Stormwater Runoff Quality with a Waiver or Variance from N.J.A.C. 7:8-5.3)				
<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>
<u>Bioretention System</u>	<u>80 or 90</u>	<u>Yes</u>	<u>Yes^(b)</u> <u>No^(c)</u>	<u>2^(b)</u> <u>1^(c)</u>
<u>Infiltration Basin</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Sand Filter^(b)</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Standard Constructed Wetland</u>	<u>90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
<u>Wet Pond^(d)</u>	<u>50-90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>

(Notes corresponding to annotations ^(b)through ^(d)are found on Page 15)

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Ordinance 2021 – Stormwater Control (continued)

<p align="center">Table 3 BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity only with a Waiver or Variance from N.J.A.C. 7:8-5.3</p>				
<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>
<u>Blue Roof</u>	<u>0</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
<u>Extended Detention Basin</u>	<u>40-60</u>	<u>Yes</u>	<u>No</u>	<u>1</u>
<u>Manufactured Treatment Device^(h)</u>	<u>50 or 80</u>	<u>No</u>	<u>No</u>	<u>Dependent upon the device</u>
<u>Sand Filter^(c)</u>	<u>80</u>	<u>Yes</u>	<u>No</u>	<u>1</u>
<u>Subsurface Gravel Wetland</u>	<u>90</u>	<u>No</u>	<u>No</u>	<u>1</u>
<u>Wet Pond</u>	<u>50-90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at Section IV.O.2;
- (b) designed to infiltrate into the subsoil;
- (c) designed with underdrains;
- (d) designed to maintain at least a 10-foot wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
- (e) designed with a slope of less than two percent;
- (f) designed with a slope of equal to or greater than two percent;
- (g) manufactured treatment devices that meet the definition of green infrastructure at Section II;
- (h) manufactured treatment devices that do not meet the definition of green infrastructure at Section II.

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- G. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with Section VI.B. Alternative stormwater management measures may be used to satisfy the requirements at Section IV.O only if the measures meet the definition of green infrastructure at Section II. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section O.2 are subject to the contributory drainage area limitation specified at Section O.2 for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section O.2 shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section IV.D is granted from Section IV.O.
- H. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.
- I. Design standards for stormwater management measures are as follows:
1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
 2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars

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- of six inches. In addition, the design of trash racks must comply with the requirements of Section VIII.C;
3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;
 4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at Section VIII; and
 5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.
- J. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at Section II may be used only under the circumstances described at Section IV.O.4.
- K. Any application for a new agricultural development that meets the definition of major development at Section II shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at Sections IV.O, P, Q and R and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.
- L. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section IV.P, Q and R shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.
- M. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Office of the County Clerk. A form of deed notice shall be submitted to the municipality for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section IV.O, P, Q and R and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to Section X.B.5. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document

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or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

N. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to Section IV of this ordinance and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Office of the County Clerk and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with M above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with M above.

O. Green Infrastructure Standards

1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
2. To satisfy the groundwater recharge and stormwater runoff quality standards at Section IV.P and Q, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at Section IV.F. and/or an alternative stormwater management measure approved in accordance with Section IV.G. The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

<u>Best Management Practice</u>	<u>Maximum Contributory Drainage Area</u>
<u>Dry Well</u>	<u>1 acre</u>
<u>Manufactured Treatment Device</u>	<u>2.5 acres</u>
<u>Pervious Pavement Systems</u>	<u>Area of additional inflow cannot exceed three times the area occupied by the BMP</u>
<u>Small-scale Bioretention Systems</u>	<u>2.5 acres</u>
<u>Small-scale Infiltration Basin</u>	<u>2.5 acres</u>
<u>Small-scale Sand Filter</u>	<u>2.5 acres</u>

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3. To satisfy the stormwater runoff quantity standards at Section IV.R, the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with Section IV.G.
4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section IV.D is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with Section IV.G may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section IV.P, Q and R.
5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at Section IV.P, Q and R, unless the project is granted a waiver from strict compliance in accordance with Section IV.D.

P. Groundwater Recharge Standards

1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Section V, either:
 - i. Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
 - ii. Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.
3. This groundwater recharge requirement does not apply to projects within the “urban redevelopment area,” or to projects subject to 4 below.
4. The following types of stormwater shall not be recharged:
 - i. Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or

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petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than “reportable quantities” as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and

- ii. Industrial stormwater exposed to “source material.” “Source material” means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

Q. Stormwater Runoff Quality Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.
2. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:
 - i. Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.
 - ii. If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.
3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with 2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit

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to which the major development is subject exempts the development from a numeric effluent limitation for TSS.

4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

Table 4 – Water Quality Design Storm Distribution

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Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)
1	0.00166	41	0.1728	81	1.0906
2	0.00332	42	0.1796	82	1.0972
3	0.00498	43	0.1864	83	1.1038
4	0.00664	44	0.1932	84	1.1104
5	0.00830	45	0.2000	85	1.1170
6	0.00996	46	0.2117	86	1.1236
7	0.01162	47	0.2233	87	1.1302
8	0.01328	48	0.2350	88	1.1368
9	0.01494	49	0.2466	89	1.1434
10	0.01660	50	0.2583	90	1.1500
11	0.01828	51	0.2783	91	1.1550
12	0.01996	52	0.2983	92	1.1600
13	0.02164	53	0.3183	93	1.1650
14	0.02332	54	0.3383	94	1.1700
15	0.02500	55	0.3583	95	1.1750
16	0.03000	56	0.4116	96	1.1800
17	0.03500	57	0.4650	97	1.1850
18	0.04000	58	0.5183	98	1.1900
19	0.04500	59	0.5717	99	1.1950
20	0.05000	60	0.6250	100	1.2000
21	0.05500	61	0.6783	101	1.2050
22	0.06000	62	0.7317	102	1.2100
23	0.06500	63	0.7850	103	1.2150
24	0.07000	64	0.8384	104	1.2200
25	0.07500	65	0.8917	105	1.2250
26	0.08000	66	0.9117	106	1.2267
27	0.08500	67	0.9317	107	1.2284
28	0.09000	68	0.9517	108	1.2300
29	0.09500	69	0.9717	109	1.2317
30	0.10000	70	0.9917	110	1.2334
31	0.10660	71	1.0034	111	1.2351
32	0.11320	72	1.0150	112	1.2367
33	0.11980	73	1.0267	113	1.2384
34	0.12640	74	1.0383	114	1.2400
35	0.13300	75	1.0500	115	1.2417
36	0.13960	76	1.0568	116	1.2434
37	0.14620	77	1.0636	117	1.2450
38	0.15280	78	1.0704	118	1.2467
39	0.15940	79	1.0772	119	1.2483
40	0.16600	80	1.0840	120	1.2500

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5. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (A \times B) / 100,$$

Where

R = total TSS Percent Load Removal from application of both BMPs, and

A = the TSS Percent Removal Rate applicable to the first BMP

B = the TSS Percent Removal Rate applicable to the second BMP.

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in Section IV.P, Q and R.
7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
10. This stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.

R. Stormwater Runoff Quantity Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Section V, complete one of the following:

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- i. Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the 2-, 10-, and 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
 - ii. Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the 2-, 10- and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
 - iii. Design stormwater management measures so that the post-construction peak runoff rates for the 2-, 10- and 100-year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or
 - iv. In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with 2.i, ii and iii above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.
3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

Section V. Calculation of Stormwater Runoff and Groundwater Recharge:

- A. Stormwater runoff shall be calculated in accordance with the following:
 1. The design engineer shall calculate runoff using one of the following methods:
 - i. The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds (TR-55)*, dated June 1986,

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incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf

or at United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873; or

- ii. The Rational Method for peak flow and the Modified Rational Method for hydrograph computations. The rational and modified rational methods are described in "Appendix A-9 Modified Rational Method" in the Standards for Soil Erosion and Sediment Control in New Jersey, January 2014. This document is available from the State Soil Conservation Committee or any of the Soil Conservation Districts listed at N.J.A.C. 2:90-1.3(a)3. The location, address, and telephone number for each Soil Conservation District is available from the State Soil Conservation Committee, PO Box 330, Trenton, New Jersey 08625. The document is also available at:

<http://www.nj.gov/agriculture/divisions/anr/pdf/2014NJSoilErosionControlStandardsComplete.pdf>.

2. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology above at Section V.A.1.i and the Rational and Modified Rational Methods at Section V.A.1.ii. A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover have existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).
3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.
4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of

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stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS *Technical Release 55 – Urban Hydrology for Small Watersheds* or other methods may be employed.

5. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

- B. Groundwater recharge may be calculated in accordance with the following:

The New Jersey Geological Survey Report GSR-32, A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at:

<https://www.nj.gov/dep/njgs/pricelst/greport/gsr32.pdf>

or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

Section VI. Sources for Technical Guidance:

- A. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at:

http://www.nj.gov/dep/stormwater/bmp_manual2.htm.

1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.
2. Additional maintenance guidance is available on the Department's website at:

https://www.njstormwater.org/maintenance_guidance.htm.

- B. Submissions required for review by the Department should be mailed to:

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The Division of Water Quality, New Jersey Department of Environmental Protection,
Mail Code 401-02B, PO Box 420, Trenton, New Jersey 08625-0420.

Section VII. Solids and Floatable Materials Control Standards:

A. Site design features identified under Section IV.F above, or alternative designs in accordance with Section IV.G above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, “solid and floatable materials” means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see Section VII.A.2 below.

1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:
 - i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
 - ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater system floors used to collect stormwater from the surface into a storm drain or surface water body.

- iii. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.
2. The standard in A.1. above does not apply:
 - i. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;

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- ii. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
- iii. Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:
 - a. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
 - b. A bar screen having a bar spacing of 0.5 inches.

Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

- iv. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or
- v. Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

Section VIII. Safety Standards for Stormwater Management Basins:

- A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This section applies to any new stormwater management BMP.
- B. The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in Section VIII.C.1, VIII.C.2, and VIII.C.3 for trash racks, overflow grates, and escape provisions at outlet structures.
- C. Requirements for Trash Racks, Overflow Grates and Escape Provisions

(continued on the next page)

Ordinance 2021 – Stormwater Control *(continued)*

1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:
 - i. The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
 - ii. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;
 - iii. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
 - iv. The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.

2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
 - i. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
 - ii. The overflow grate spacing shall be no less than two inches across the smallest dimension
 - iii. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.

3. Stormwater management BMPs shall include escape provisions as follows:
 - i. If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to VIII.C, a free-standing outlet structure may be exempted from this requirement;
 - ii. Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See VIII.E for an illustration of safety ledges in a stormwater management BMP; and
 - iii. In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.

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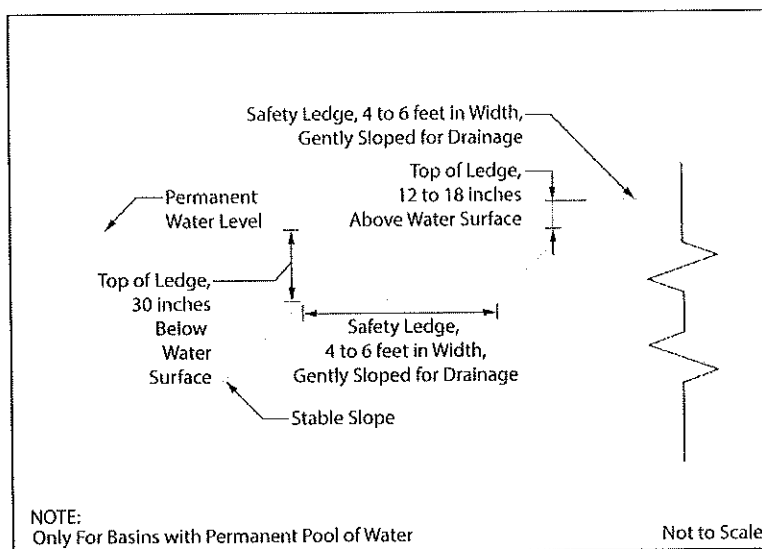
Ordinance 2021 – Stormwater Control *(continued)*

D. Variance or Exemption from Safety Standard

A variance or exemption from the safety standards for stormwater management BMPs may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.

E. Safety Ledge Illustration

Elevation View –Basin Safety Ledge Configuration



Section IX. Requirements for a Site Development Stormwater Plan:

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at Section IX.C below as part of the submission of the application for approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.
3. The applicant shall submit three copies of the materials listed in the checklist for site development stormwater plans in accordance with Section IX.C of this ordinance.

B. Site Development Stormwater Plan Approval

(continued on the next page)

Ordinance 2021 – Stormwater Control *(continued)*

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the municipality's review engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this ordinance.

C. Submission of Site Development Stormwater Plan

The following information shall be required:

1. Topographic Base Map

The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

2. Environmental Site Analysis

A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plans

A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal

(continued on the next page)

Ordinance 2021 – Stormwater Control *(continued)*

high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan

This plan shall provide a demonstration of how the goals and standards of Sections III through V are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map

The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- i. Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
- ii. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations

- i. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in Section IV of this ordinance.
- ii. When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

(continued on the next page)

Ordinance 2021 – Stormwater Control *(continued)*

The design and planning of the stormwater management facility shall meet the maintenance requirements of Section X.

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements in Section IX.C.1 through IX.C.6 of this ordinance when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

Section X. Maintenance and Repair:

A. Applicability

Projects subject to review as in Section I.C of this ordinance shall comply with the requirements of Section X.B and X.C.

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.
3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks;

(continued on the next page)

Ordinance 2021 – Stormwater Control *(continued)*

however, the individual cannot be legally responsible for all of the maintenance required.

5. If the party responsible for maintenance identified under Section X.B.3 above is not a public agency, the maintenance plan and any future revisions based on Section X.B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
6. Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.
7. The party responsible for maintenance identified under Section X.B.3 above shall perform all of the following requirements:
 - i. maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
 - ii. evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
 - iii. retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Section X.B.6 and B.7 above.
8. The requirements of Section X.B.3 and B.4 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.

Note: It may be appropriate to delete requirements in the maintenance and repair plan that are not applicable if the ordinance requires the facility to be dedicated to the municipality. If the municipality does not want to take this responsibility, the ordinance should require the posting of a two year maintenance guarantee in accordance with N.J.S.A. 40:55D-53. Maintenance and inspection guidance can be found on the Department's website at:

https://www.njstormwater.org/maintenance_guidance.htm.

(continued on the next page)

Ordinance 2021 – Stormwater Control *(continued)*

9. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.
- C. Nothing in this subsection shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53

Section XI. Penalties:

Any person(s) who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this ordinance shall be subject to one or more the following penalties:

- (1) A fine not exceeding \$1,000.
- (2) Imprisonment for a term not exceeding 90 days.
- (3) A period of community service not exceeding 90 days.

Section XII. Severability:

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

Section XIII. Effective Date:

This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law.

ALL OF WHICH IS ADOPTED THIS 7th day of June, 2021, by the Woolwich Township Committee.

(continued on the next page)

Ordinance 2021 – Stormwater Control *(continued)*

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 17th day of May, 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 7th 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 7th day of June, 2021.

Jane DiBella, Clerk

**AN ORDINANCE MAKING SALARY RANGES FOR CERTAIN OFFICIALS
AND EMPLOYEES OF THE TOWNSHIP OF WOOLWICH IN THE COUNTY
OF GLOUCESTER FOR THE YEAR 2021
2021-08**

BE IT ORDAINED by the Township Committee of the Township of Woolwich that the salaries and compensation of officials and employees of the Township of Woolwich shall be fixed at the base salary ranges and/or base hourly ranges as indicated herein below:

SECTION 1. As of January 1, 2021, the annual salaries and compensation of the hereinafter named officers and employees shall be as follows, and shall be payable in either yearly, monthly, or bi-weekly installments:

	<u>(Range)</u>
Member of Township Committee	\$ 5,500.00-\$7,500.00
Administrator	\$ 20,000.00
Municipal Clerk	\$ 50,000.00-\$95,000.00
Deputy Clerk	\$ 35,000.00-\$47,500.00
Director of Community Development	\$ 60,000.00-\$85,000.00
CFO	\$ 75,000.00-\$110,000.00
Treasurer	\$ 45,000.00-\$70,000.00
Tax Collector	\$ 50,000.00-\$70,000.00
Qualified Purchasing Agent	\$ 5,000
Municipal Court Judge	\$ 15,000.00-\$27,500.00
Prosecutor	\$ 10,000.00-\$25,000.00
Court Administrator	\$ 40,000.00-\$57,500.00
Dep. Court Clerk/Dep. Admin./Violations Clerk	\$ 31,200.00-\$40,000.00
Deputy and Special Dep. Court Admin./Part Time	\$ 12.50-\$15.00/hr.
Clerical	\$ 12.00-\$15.00/hr.
Court Call Out	\$20.00/Occurrence

Interpreter	\$ 150.00-\$225.00/Session
Court Recorder	\$ 70.00/Session
Public Defender	\$ 250.00-\$500.00/Session
Police Chief	\$ 122,500.00-\$150,000.00
Police Deputy Chief	\$ 115,000.00 - \$125,000.00
Police Captain	\$ 100,000.00-\$117,500.00
Police Secretary	\$35,000.00-\$45,000.00
Part Time Police Officers	\$12.00-\$14.00/Hour
Special Police Officer (Class I)	\$12.00/Hour
Special Police Officer (Class II)	\$13.00/Hour
Special Police Officer (Class III)	\$22.00-\$35.00
Emergency Management Coordinator	\$3,500.00-\$7,500.00
Crossing Guard	\$30.00 - \$33.00/Hour
Land Use Secretary	\$10,000.00-\$35,000.00
Meeting Attendance (Land Use Sec./Dep. Clerk)	\$ 65.00/Meeting
Public Health Services/Registrar of Vital Statistics	\$ 4,500.00-\$8,500.00
Recreation Coordinator	\$10,000.00-\$15,000.00
Park Ranger/Janitorial	\$12.00-\$15.00/hr.
Public Works Superintendent	\$55,000.00-\$75,000.00
Public Works Heavy Equipment Operator	\$25.00-\$32.50/hr.
Public Works Laborer 1	\$15.50-\$20.50/hr.
Public Works Laborer 2	\$17.50-\$25.00/hr.
Public Works Laborer 3	\$19.50-\$28.00/hr.

Public Works/Building Maintenance	\$15.00-\$21.00/hr.
Public Works/Maintenance/Mechanic	\$20.00-\$30.00/hr.
Per Diem Snow Removal	\$20.00-\$40.00/hr.
Director of Municipal Services	\$50,000.00-\$90,000.00
Construction Official/ Building Sub-Code Official	\$80,000.00-\$95,000.00
Building Inspector	\$15,000.00-\$47,500.00
Construction Code Secretary	\$35,000.00-\$42,000.00
Secretarial Support	\$27,000.00-\$35,000.00
Fire Sub-Code Official/Fire Inspector	\$10,000.00-\$17,500.00
Plumbing Sub-Code Official/Plumbing Inspector	\$14,000.00-\$40,000.00
Electrical Sub-Code Official/Electrical Inspector	\$20,000.00-\$95,000.00
Seasonal Employees	\$12.00-\$15.00/hr.

SECTION 2.

This Ordinance further ordains the rates of salary for Officers within the Woolwich Township Police Department for the Year 2021 as set forth within the current and effective Agreement between Woolwich Township and the Policeman’s Benevolent Association Local #122.

SECTION 3.

The purpose of this ordinance is to establish classification titles, salary ranges and compensation for all personnel employed by the Township of Woolwich. The actual compensation to be paid to each employee within the salary ranges established by this ordinance, together with other benefits to be paid to each employee and the method for such payment(s) are more fully set forth within the Woolwich Township Policy and Procedures Manual, and contractual agreements executed between the Township of Woolwich and recognized public employee unions in accordance with the Public Employees Relations Commission. Said documents are incorporated herein by reference and are on file in the office of the Township Clerk of the Township of Woolwich. The provisions of said documents will not be repeated in this Ordinance verbatim because of their length.

SECTION 4.

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

This Ordinance shall take effect immediately upon final passage and publication as required by Law and is retroactive until January 1, 2021.

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 17th day of May, 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 7th 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 7th day of June, 2021.

Jane DiBella, Clerk

**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



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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 "J. Gradone", with a long horizontal flourish extending to the right.

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. Winitsky, 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

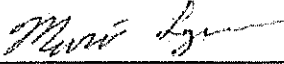
By: Liberty Venture I, LP
a Delaware limited partnership
its sole member

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

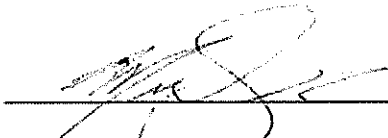
By: Liberty Property Limited Partnership
a Pennsylvania limited partnership
its sole member

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

WITNESS:



Mario Lagnese

By: 

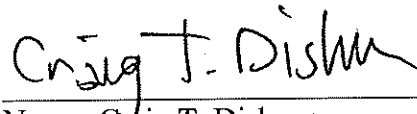
Name & Title SVP Real Estate Tax
Marc Sances

EXHIBIT A
CONCEPTUAL SITE PLAN

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

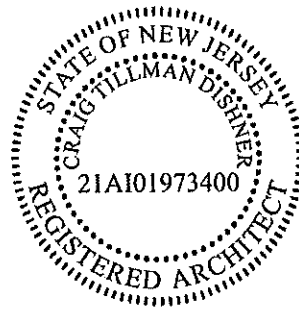
I Craig T. Dishner, AIA, am a licensed architect in the State of New Jersey, employed by DMA Architects. I find reasonable the Estimated Total Project Costs set forth in the attached estimate.

Dated: 12/31/20



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	TH PRECAST, TILT, OR IMP
CLEAR HEIGHT (AT LOADING DOCK WALLS)	39 FT INCREASED FROM 35'
WAREHOUSE FLOOR SLAB THICKNESS	1 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	Comment	Qty	Unit Price	Unit	Amount
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	Construction survey (bldg. corners, column lines)	1.0	\$ 20,000.00	LS	\$ 20,000.00
01-103 Jobsite Transportation		10.0	\$ 650.00	MO	\$ 6,500.00
01-106 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 usage	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 Striping		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 of 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 fill 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

PENNEX CONSTRUCTION

02-904 HOP Work - County Route 669 (Stone Meetinghouse 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 Meetinghouse 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 - SlegoWrap 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			\$	3,068,549.40			
			\$				6.74
03-430 Fill-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' o.c.	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 Pile 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 Guiderail at Ramps	Includes installation	120.0	\$		75.00	LF	\$ 9,000.00
05-536 Downspout Projectors - 4' tall		42.0	\$		300.00	EA	\$ 12,600.00
DIVISION 5 MISC. METALS SUB-TOTAL			\$	281,763.36			
			\$				0.62
06-101 Roof Blacking		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" o.c. 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			\$	2,034,601.20			
			\$				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' o.c. 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

PENNEX CONSTRUCTION

DIVISION 9 FINISHES SUB-TOTAL		\$ 210,869.55				
		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 - Rite Hite 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	INCREASED FROM \$1.45 / SF	455,280.0 \$	1.50 SF	\$	682,920.00	
15-540 Fire Pump - Diesel	Hearts	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. at 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 \$650 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 4000A 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		\$ 1,296,384.00				
		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 MEPPF 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	1.0 \$	705,549.40 LS	\$	705,549.40	
DIVISION 83 PERMIT COST SUB-TOTAL		\$ 705,549.40				
83-100 Sitework - 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		\$ 7,800.00				
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	Properly 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 Pennlex 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	\$	14.50	SF	\$	(2,192,443.50)	
03-430 Precast Concrete Construction	Increased from \$18.50	151,203.0	\$	19.50	SF	\$	2,948,458.50	
05-533 Steel for Tilt-wall Embeds		-455,280.0	\$	0.20	SF	\$	(91,056.00)	
07-205 Warehouse Wall Insulation - 12' a.f.f. to deck		-116,787.0	\$	3.50	SF	\$	(408,754.50)	
07-900 Joint Sealants (Tilt-up - Interior and Exterior)		-151,203.0	\$	0.30	SF	\$	(45,360.90)	
09-902 Painting - Tilt-up/Precast (Interior)		115,107.0	\$	0.95	SF	\$	109,351.65	
83-300 Structural Engineer		-1.0	\$	25,000.00	LS	\$	(25,000.00)	
84-000 PennTex General Conditions	2 fewer weeks	-2.0	\$	12,368.79	WEEKS	\$	(24,737.58)	
84-400 GC General Liability Insurance		1.0%	\$	270,457.67	%	\$	2,704.58	
84-200 GC Fee		2.5%	\$	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	Delete mechanical room (30x25) to 10' a.f.f.	-550.0	\$	25.00	SF	\$	(13,750.00)	
09-253 Interior Partitions	Delete mechanical room - 10' a.f.f. to deck	-55.0	\$	300.00	LF	\$	(16,500.00)	
13-200 Above Ground Water Tanks (Welded /	Includes Ring-Wall Foundation	150,000.0	\$	1.80	GA	\$	270,000.00	
13-300 Pump House		1.0	\$	50,000.00	LS	\$	50,000.00	
84-150 General Liability Insurance		1.0%	\$	289,750.00	%	\$	2,897.50	
84-200 PennTex Fee		2.5%	\$	292,647.50	%	\$	7,316.19	
TOTAL							\$	299,943.69
							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	\$	1,229,256.00	
84-150 General Liability Insurance		1.0%	\$	1,229,256.00	%	\$	12,292.56	
84-200 PennTex Fee		2.5%	\$	1,241,548.56	%	\$	31,038.71	
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	\$	2,000.00	
05-530 Dock Pile Frames		1.0	\$	425.00	EA	\$	425.00	
11-162 Dock Levelers - Mechanical	45,000 lb capacity - Rite Hite RHM mechanical leveler	1.0	\$	4,350.00	EA	\$	4,350.00	
11-165 Dock Seals	40 oz. vinyl	1.0	\$	950.00	EA	\$	950.00	
11-180 Swing Arm Dock Lights	LED lights	1.0	\$	475.00	EA	\$	475.00	
16-451 General Power Outlets - Dock Doors	Duplex at each door	1.0	\$	1,000.00	EA	\$	1,000.00	
84-150 General Liability Insurance		1.0%	\$	9,200.00	%	\$	92.00	
84-200 PennTex Fee		2.5%	\$	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	\$	2,500.00	
02-000 Sanitary Manholes		5.0	\$	3,000.00	EA	\$	15,000.00	
02-000 8" PVC Sanitary Piping		1,759.0	\$	40.00	LF	\$	70,360.00	
02-000 Stone Bedding		1,759.0	\$	15.00	LF	\$	26,385.00	
02-000 Testing / Misc.		1.0	\$	15,000.00	LS	\$	15,000.00	
02-000 Sawcutting / Asphalt Patching / Traffic Control		1.0	\$	15,000.00	EA	\$	15,000.00	
84-150 General Liability Insurance		1.0%	\$	144,245.00	%	\$	1,442.45	
84-200 PennTex Fee		2.5%	\$	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	\$	15,000.00	
02-000 Water Line Fillings		12.0	\$	750.00	EA	\$	9,000.00	
02-000 Water Valves		3.0	\$	2,500.00	LF	\$	7,500.00	
02-000 12" DIP Water Line		1,759.0	\$	50.00	LF	\$	87,950.00	
02-000 Stone Bedding		1,759.0	\$	15.00	LF	\$	26,385.00	
02-000 Testing / Misc.		1.0	\$	20,000.00	LS	\$	20,000.00	
02-000 Sawcutting / Asphalt Patching / Traffic Control		1.0	\$	15,000.00	EA	\$	15,000.00	
84-150 General Liability Insurance		1.0%	\$	180,835.00	%	\$	1,808.35	
84-200 PennTex Fee		2.5%	\$	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

452780

Fiscal Building App

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25	Year 26	Year 27	Year 28	Year 29	Year 30																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
Annual Gross Revenue	5,116,000	5,250,000	5,380,000	5,510,000	5,640,000	5,770,000	5,900,000	6,030,000	6,160,000	6,290,000	6,420,000	6,550,000	6,680,000	6,810,000	6,940,000	7,070,000	7,200,000	7,330,000	7,460,000	7,590,000	7,720,000	7,850,000	7,980,000	8,110,000	8,240,000	8,370,000	8,500,000	8,630,000	8,760,000	8,890,000	9,020,000	9,150,000	9,280,000	9,410,000	9,540,000	9,670,000	9,800,000	9,930,000	10,060,000	10,190,000	10,320,000	10,450,000	10,580,000	10,710,000	10,840,000	10,970,000	11,100,000	11,230,000	11,360,000	11,490,000	11,620,000	11,750,000	11,880,000	12,010,000	12,140,000	12,270,000	12,400,000	12,530,000	12,660,000	12,790,000	12,920,000	13,050,000	13,180,000	13,310,000	13,440,000	13,570,000	13,700,000	13,830,000	13,960,000	14,090,000	14,220,000	14,350,000	14,480,000	14,610,000	14,740,000	14,870,000	15,000,000	15,130,000	15,260,000	15,390,000	15,520,000	15,650,000	15,780,000	15,910,000	16,040,000	16,170,000	16,300,000	16,430,000	16,560,000	16,690,000	16,820,000	16,950,000	17,080,000	17,210,000	17,340,000	17,470,000	17,600,000	17,730,000	17,860,000	17,990,000	18,120,000	18,250,000	18,380,000	18,510,000	18,640,000	18,770,000	18,900,000	19,030,000	19,160,000	19,290,000	19,420,000	19,550,000	19,680,000	19,810,000	19,940,000	20,070,000	20,200,000	20,330,000	20,460,000	20,590,000	20,720,000	20,850,000	20,980,000	21,110,000	21,240,000	21,370,000	21,500,000	21,630,000	21,760,000	21,890,000	22,020,000	22,150,000	22,280,000	22,410,000	22,540,000	22,670,000	22,800,000	22,930,000	23,060,000	23,190,000	23,320,000	23,450,000	23,580,000	23,710,000	23,840,000	23,970,000	24,100,000	24,230,000	24,360,000	24,490,000	24,620,000	24,750,000	24,880,000	25,010,000	25,140,000	25,270,000	25,400,000	25,530,000	25,660,000	25,790,000	25,920,000	26,050,000	26,180,000	26,310,000	26,440,000	26,570,000	26,700,000	26,830,000	26,960,000	27,090,000	27,220,000	27,350,000	27,480,000	27,610,000	27,740,000	27,870,000	28,000,000	28,130,000	28,260,000	28,390,000	28,520,000	28,650,000	28,780,000	28,910,000	29,040,000	29,170,000	29,300,000	29,430,000	29,560,000	29,690,000	29,820,000	29,950,000	30,080,000	30,210,000	30,340,000	30,470,000	30,600,000	30,730,000	30,860,000	30,990,000	31,120,000	31,250,000	31,380,000	31,510,000	31,640,000	31,770,000	31,900,000	32,030,000	32,160,000	32,290,000	32,420,000	32,550,000	32,680,000	32,810,000	32,940,000	33,070,000	33,200,000	33,330,000	33,460,000	33,590,000	33,720,000	33,850,000	33,980,000	34,110,000	34,240,000	34,370,000	34,500,000	34,630,000	34,760,000	34,890,000	35,020,000	35,150,000	35,280,000	35,410,000	35,540,000	35,670,000	35,800,000	35,930,000	36,060,000	36,190,000	36,320,000	36,450,000	36,580,000	36,710,000	36,840,000	36,970,000	37,100,000	37,230,000	37,360,000	37,490,000	37,620,000	37,750,000	37,880,000	38,010,000	38,140,000	38,270,000	38,400,000	38,530,000	38,660,000	38,790,000	38,920,000	39,050,000	39,180,000	39,310,000	39,440,000	39,570,000	39,700,000	39,830,000	39,960,000	40,090,000	40,220,000	40,350,000	40,480,000	40,610,000	40,740,000	40,870,000	41,000,000	41,130,000	41,260,000	41,390,000	41,520,000	41,650,000	41,780,000	41,910,000	42,040,000	42,170,000	42,300,000	42,430,000	42,560,000	42,690,000	42,820,000	42,950,000	43,080,000	43,210,000	43,340,000	43,470,000	43,600,000	43,730,000	43,860,000	43,990,000	44,120,000	44,250,000	44,380,000	44,510,000	44,640,000	44,770,000	44,900,000	45,030,000	45,160,000	45,290,000	45,420,000	45,550,000	45,680,000	45,810,000	45,940,000	46,070,000	46,200,000	46,330,000	46,460,000	46,590,000	46,720,000	46,850,000	46,980,000	47,110,000	47,240,000	47,370,000	47,500,000	47,630,000	47,760,000	47,890,000	48,020,000	48,150,000	48,280,000	48,410,000	48,540,000	48,670,000	48,800,000	48,930,000	49,060,000	49,190,000	49,320,000	49,450,000	49,580,000	49,710,000	49,840,000	49,970,000	50,100,000	50,230,000	50,360,000	50,490,000	50,620,000	50,750,000	50,880,000	51,010,000	51,140,000	51,270,000	51,400,000	51,530,000	51,660,000	51,790,000	51,920,000	52,050,000	52,180,000	52,310,000	52,440,000	52,570,000	52,700,000	52,830,000	52,960,000	53,090,000	53,220,000	53,350,000	53,480,000	53,610,000	53,740,000	53,870,000	54,000,000	54,130,000	54,260,000	54,390,000	54,520,000	54,650,000	54,780,000	54,910,000	55,040,000	55,170,000	55,300,000	55,430,000	55,560,000	55,690,000	55,820,000	55,950,000	56,080,000	56,210,000	56,340,000	56,470,000	56,600,000	56,730,000	56,860,000	56,990,000	57,120,000	57,250,000	57,380,000	57,510,000	57,640,000	57,770,000	57,900,000	58,030,000	58,160,000	58,290,000	58,420,000	58,550,000	58,680,000	58,810,000	58,940,000	59,070,000	59,200,000	59,330,000	59,460,000	59,590,000	59,720,000	59,850,000	59,980,000	60,110,000	60,240,000	60,370,000	60,500,000	60,630,000	60,760,000	60,890,000	61,020,000	61,150,000	61,280,000	61,410,000	61,540,000	61,670,000	61,800,000	61,930,000	62,060,000	62,190,000	62,320,000	62,450,000	62,580,000	62,710,000	62,840,000	62,970,000	63,100,000	63,230,000	63,360,000	63,490,000	63,620,000	63,750,000	63,880,000	64,010,000	64,140,000	64,270,000	64,400,000	64,530,000	64,660,000	64,790,000	64,920,000	65,050,000	65,180,000	65,310,000	65,440,000	65,570,000	65,700,000	65,830,000	65,960,000	66,090,000	66,220,000	66,350,000	66,480,000	66,610,000	66,740,000	66,870,000	67,000,000	67,130,000	67,260,000	67,390,000	67,520,000	67,650,000	67,780,000	67,910,000	68,040,000	68,170,000	68,300,000	68,430,000	68,560,000	68,690,000	68,820,000	68,950,000	69,080,000	69,210,000	69,340,000	69,470,000	69,600,000	69,730,000	69,860,000	69,990,000	70,120,000	70,250,000	70,380,000	70,510,000	70,640,000	70,770,000	70,900,000	71,030,000	71,160,000	71,290,000	71,420,000	71,550,000	71,680,000	71,810,000	71,940,000	72,070,000	72,200,000	72,330,000	72,460,000	72,590,000	72,720,000	72,850,000	72,980,000	73,110,000	73,240,000	73,370,000	73,500,000	73,630,000	73,760,000	73,890,000	74,020,000	74,150,000	74,280,000	74,410,000	74,540,000	74,670,000	74,800,000	74,930,000	75,060,000	75,190,000	75,320,000	75,450,000	75,580,000	75,710,000	75,840,000	75,970,000	76,100,000	76,230,000	76,360,000	76,490,000	76,620,000	76,750,000	76,880,000	77,010,000	77,140,000	77,270,000	77,400,000	77,530,000	77,660,000	77,790,000	77,920,000	78,050,000	78,180,000	78,310,000	78,440,000	78,570,000	78,700,000	78,830,000	78,960,000	79,090,000	79,220,000	79,350,000	79,480,000	79,610,000	79,740,000	79,870,000	80,000,000	80,130,000	80,260,000	80,390,000	80,520,000	80,650,000	80,780,000	80,910,000	81,040,000	81,170,000	81,300,000	81,430,000	81,560,000	81,690,000	81,820,000	81,950,000	82,080,000	82,210,000	82,340,000	82,470,000	82,600,000	82,730,000	82,860,000	82,990,000	83,120,000	83,250,000	83,380,000	83,510,000	83,640,000	83,770,000	83,900,000	84,030,000	84,160,000	84,290,000	84,420,000	84,550,000	84,680,000	84,810,000	84,940,000	85,070,000	85,200,000	85,330,000	85,460,000	85,590,000	85,720,000	85,850,000	85,980,000	86,110,000	86,240,000	86,370,000	86,500,000	86,630,000	86,760,000	86,890,000	87,020,000	87,150,000	87,280,000	87,410,000	87,540,000	87,670,000	87,800,000	87,930,000	88,060,000	88,190,000	88,320,000	88,450,000	88,580,000	88,710,000	88,840,000	88,970,000	89,100,000	89,230,000	89,360,000	89,490,000	89,620,000	89,750,000	89,880,000	90,010,000	90,140,000	90,270,000	90,400,000	90,530,000	90,660,000	90,790,000	90,920,000	91,050,000	91,180,000	91,310,000	91,440,000	91,570,000	91,700,000	91,830,000	91,960,000	92,090,000	92,220,000	92,350,000	92,480,000	92,610,000	92,740,000	92,870,000	93,000,000	93,130,000	93,260,000	93,390,000	93,520,000	93,650,000	93,780,000	93,910,000	94,040,000	94,170,000	94,300,000	94,430,000	94,560,000	94,690,000	94,820,000	94,950,000	95,080,000	95,210,000	95,340,000	95,470,000	95,600,000	95,730,000	95,860,000	95,990,000	96,120,000	96,250,000	96,380,000	96,510,000	96,640,000	96,770,000	96,900,000	97,030,000	97,160,000	97,290,000	97,420,000	97,550,000	97,680,000	97,810,000	97,940,000	98,070,000	98,200,000	98,330,000	98,460,000	98,590,000	98,720,000	98,850,000	98,980,000	99,110,000	99,240,000	99,370,000	99,500,000	99,630,000	99,760,000	99,890,000	100,020,000	100,150,000	100,280,000	100,410,000	100,540,000	100,670,000	100,800,000	100,930,000	101,060,000	101,190,000	101,320,000	101,450,000	101,580,000	101,710,000	10

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 refinance(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

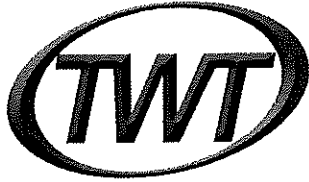
See Estimated Total Project Costs in the Application

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. Previtara

Samuel S. Previtara, 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

RNC
FILED
MAR 26 2021
STATE TREASURER
0450420685

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 18-45B 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



**TOWNSHIP OF WOOLWICH
COUNTY OF GLOUCESTER
RESOLUTION TO READ BUDGET BY TITLE ONLY**

R-2021-118

WHEREAS, N.J.S. 40A:4-8, as amended by L.2015, c. 95, § 14, 2015, provides that the budget may be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body, providing that at least one week prior to the date of hearing, a complete copy of the budget has been made available for public inspection, and has been made available to each person upon request; and

WHEREAS, these two conditions have been met,

NOW, THEREFORE, BE IT RESOLVED, that the 2021 budget shall be read by title only.

ROLL CALL:

Ayes

Abstained

Nays

Absent

TOWNSHIP OF WOOLWICH

VERNON MARINO, MAYOR

JANE DIBELLA, ADMINISTRATOR/CLERK

CERTIFICATION

I, Jane DiBella, Township Clerk of the Township of Woolwich, in the County of Gloucester and State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the governing body of the Township of Woolwich, County of Gloucester, State of New Jersey at the regular meeting of said governing body held on June 7, 2021.

JANE DIBELLA, ADMINISTRATOR/CLERK

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY
ADOPTING THE 2021 MUNICIPAL BUDGET**

R-2021-119

WHEREAS, The Local Budget Law [N.J.S.A. 40A:4-1 et seq.] deals with state regulation of local budget matters; and

WHEREAS, The Township of Woolwich, in the County of Gloucester in the State of New Jersey has complied with said statute in all aspects of the Local Budget Law, including a public hearing conducted on this date, and therefore desires to adopt the 2021 Municipal Budget Document as advertised and presented; and

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

That the 2021 Municipal budget of the Township of Woolwich, in the County of Gloucester and State of New Jersey be and is hereby adopted.

Ayes

Nays

Abstain

Absent

Adopted this 7th day of June, 2021

TOWNSHIP OF WOOLWICH

Vernon Marino

ATTEST: _____

Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich At a meeting held on the 7th day of June, 2021.

Jane DiBella, Clerk

2021 MUNICIPAL BUDGET

of the Township of Woolwich County of Gloucester for the fiscal year 2021

Revenue and Appropriation Summaries

Summary of Revenues	Anticipated	
	2021 Budget	Final 2020 Budget
1. Surplus	1,964,000.00	1,895,000.00
2. Total Miscellaneous Revenues	2,444,530.89	2,457,796.47
3. Receipts from Delinquent Taxes	450,000.00	500,000.00
4. a) Local Tax for Municipal Purposes	7,288,769.11	6,891,197.12
b) Addition to Local District School Tax		
c) Minimum Library Tax		
Total Amount to be Raised by Taxes for Support of		
Municipal Budget	7,288,769.11	6,891,197.12
Total General Revenues	12,147,300.00	11,743,993.59

Summary of Appropriations	2021 Budget	Final 2020 Budget
1. Operating Expenses: Salaries & Wages	3,838,863.43	3,690,152.30
Other Expenses	3,890,604.50	3,884,940.33
2. Deferred Charges & Other Appropriations	1,293,664.00	976,457.28
3. Capital Improvements	50,000.00	265,000.00
4. Debt Service (Including for School Purposes)	1,655,955.00	1,714,255.00
5. Reserve for Uncollected Taxes	1,418,213.07	1,388,188.68
Total General Appropriations	12,147,300.00	11,918,993.59
Total Number of Employees	93	92

Balance of Outstanding Debt			
	General		
Interest	2,929,722.49		
Principal	22,823,691.34		
Outstanding Balance	25,753,413.83		

Notice is hereby given that the Budget and Tax Resolution was approved by the Township Committee of the Township of Woolwich, County of Gloucester, on May 3, 2021.

A hearing on the Budget and Tax Resolution will be held at the Municipal Building on June 7, 2021 at 6:00 p.m. at which time and place objections to the Budget and Tax Resolution for the year 2021 may be presented by taxpayers or other interested persons.

Copies of the Budget are available in the office of the Township Administrator/Clerk at the Municipal Building, 120 Village Green Drive, Woolwich, New Jersey, (856) 467-2666, during the hours of 8:30 a.m. to 4:30 p.m.

DO NOT PRINT THE FOLLOWING

Note to Printer:

N.J.S.A. 40A:4-6 requires this advertisement to be printed exactly as shown. The name of the municipality or county and the budget title shall be printed in bold 16 point typeface and the remainder of the summary shall be printed in bold 8 point typeface.

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER, STATE OF NEW
JERSEY RECOGNIZING JUNE 2021 AS PRIDE MONTH IN THE TOWNSHIP OF WOOLWICH
R-2021-120**

WHEREAS, the Township of Woolwich is made up of over 12000 residents where all people are made welcome; and

WHEREAS, the Township of Woolwich is and will continue to be a Township that exemplifies values of respect and acceptance; and

WHEREAS, the Township Committee of the Township of Woolwich agrees that when we are educated about our differences we become more knowledgeable and accepting of our diversity as a community; and

WHEREAS, the Township Committee of the Township of Woolwich believes that discrimination on the basis of age, race, creed, color, religion, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or sex continues to occur; and

WHEREAS, the Township of Woolwich has zero tolerance for those with an agenda of hate; and

WHEREAS, the township Committee of the Township of Woolwich does hereby affirm its strong commitment to maintaining a community culture that values and celebrates the similarities as well as the differences among our neighbors.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Woolwich, in the County of Gloucester, State of New Jersey, that discrimination in any form is intolerable; and

BE IT FURTHER RESOLVED that June 2021 is officially recognized as Pride Month in the Township of Woolwich.

Adopted this 7th day of June, 2021

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH AUTHORIZING REDUCTION OF LETTER OF CREDIT #20-02 POSTED ON THE BEHALF OF VILLAGES I, SECTION 6.3
R-2021-121**

WHEREAS, the Township of Woolwich holds Letter of Credit # 20-04 posted by Parke Bank on the behalf of Villages I Section 6.3;

WHEREAS, said Letter of Credit is in the amount of \$392,591.43; and

WHEREAS, a request has been received from developer Chiusano Homes as to the reduction of the bonded amount; and

WHEREAS, Remington and Vernick Engineers has conducted an inspection of the improvements in response to such request, and issued a letter dated May 12, 2021 in which recommendation has been made to authorize such reduction;

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

Letter of Credit #	Current Amount	Reduced To
#20-04	\$392,591.43	\$196,751.43

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

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

Adopted this 7th day of June, 2021

TOWNSHIP OF WOOLWICH

ATTEST: _____
Jane DiBella, Clerk

Vernon Marino, Mayor

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH AUTHORIZING THE EXECUTION OF
AN ASSIGNMENT AND ASSUMPTION OF REDEVELOPMENT AGREEMENT WITH
LIBERTY I URBAN RENEWAL, LLC ON BLOCK 11, LOTS 20 AND 21
R-2021-122**

WHEREAS, the Township of Woolwich entered into a Redevelopment Agreement with Liberty Venture I, L.P. for the purpose of the Redevelopment of Block 11, Lots 20 and 21 on the official map of the Township of Woolwich; and

WHEREAS, the developer desires to transfer the Project and the Redevelopment Agreement to Liberty Commodore I Urban Renewal, LLC who is a corporate affiliate of the Redevelop; and

WHEREAS, an "Assignment and Assumption of Redevelopment Agreement" has been presented to the Township of Woolwich for approval in this regard; and

WHEREAS, the Township Committee of the Township of Woolwich finds no issue with signing said Agreement;

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

1. That the Woolwich Township Committee hereby agrees to enter into an "Assignment and Assumption of Redevelopment Agreement" a copy of which is attached hereto and incorporated within the body of this resolution by reference.
2. That the Woolwich Township Committee hereby authorizes its Mayor to execute and its Clerk to attest the signing of said Agreement.

Adopted this 7th 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 7th day of June, 2021.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING RENEWAL OF PLENARY RETAIL
DISTRIBUTION LIQUOR LICENSE #0824-44-004-002 TO
JSSB, INC.
R-2021-123**

WHEREAS, JSSB, Inc. is the current owner of Plenary Retail Distribution Liquor License #0824-44-004-002; 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 JSSB, Inc. for the renewal of Plenary Retail Distribution Liquor License #0824-44-004-002 be and is hereby granted for a term beginning 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 7th 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 7th day of June, 2021.

Jane DiBella, Clerk

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

R-2021-124

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Woolwich, County of Gloucester, and State of New Jersey, that it hereby authorizes the Woolwich Tax Collector to process the following transfer to the 2021 tax year and/or refunds as noted:

Block 54	Lot 12	Wells Fargo	\$ 492.22 refund
Block 56	Lot 5.02	Bancroft Neuro Health	3,134.22 refund
Block 17	Lot 7.21	Corelogic/Cooper	3,768.95 refund
Block 28.08	Lot 4	Corelogic/Kipp	2,677.90 refund
Block 46	Lot 12 Qfarm	Chen, Didi	133.02 transfer
Block 3.02	Lot 12	O'Connor, Thomas	390.28 transfer
Block 25	Lot 2.01	Christman, Mark	102.06 transfer
Block 27.01	Lot 28	Jackson-White, Karen	197.29 transfer
Block 3.19	Lot 13	Corelogic	2,728.51 refund
Block 1	Lot 14.11	Corelogic	2,831.43 refund
Block 2.01	Lot 36	Corelogic	2,858.03 refund
Block 14	Lot 19.11	Corelogic	2,966.96 refund
Block 27.02	Lot 29	Corelogic	4,044.30 refund
Block 28.13	Lot 6	Corelogic	2,831.43 refund
Block 3	Lot 7C0303	Corelogic	1,991.70 refund

Adopted this 7th day of June, 2021

TOWNSHIP OF WOOLWICH

Vern Marino, Mayor

ATTEST:

Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich, at a meeting held on the 7th day of June 2021.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING RENEWAL OF PLENARY RETAIL CONSUMPTION
LIQUOR LICENSE #0824-33-002-008 TO EARL C. RODE JR., INC.
R-2021-125**

WHEREAS, Earl C. Rode Jr., Inc. is currently the owner of Plenary Retail Consumption Liquor License #0824-33-002-008; 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 Earl C. Rode Jr., Inc. for the renewal of Plenary Retail Consumption Liquor License #0824-33-002-008 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 7th 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 7th day of June, 2021.

Jane DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER, OF INTENT TO
INVOLUNTARILY RETIRE PATROLMAN WILLIAM COOK
R-2021-126**

WHEREAS, William Cook has been employed by the Township of Woolwich on a full time basis since May 24, 2004 as a Patrolman within the Woolwich Township Police Department; and

WHEREAS, William Cook, while in the performance of his assigned duties, an incident which took place on June 16, 2017 resulted in a determination in the Township's opinion that William Cook is permanently and totally disabled from performing the essential functions of his job; and

WHEREAS, it is the purpose of this resolution to set forth the intent of the Township of Woolwich to involuntarily retire William Cook;

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Woolwich that it is the intent of the Township of Woolwich to involuntarily retire William Cook, Woolwich Township Patrolman, due to the medical determination that he is totally and permanently disabled from performing the essential duties of a police officer, as the result of an incident that took place on June 16, 2017.

Adopted this 7th 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 7th day of June, 2021.

Jane DiBella, Clerk