

**AGENDA
WOOLWICH TOWNSHIP COMMITTEE
NOVEMBER 15, 2021**

Call to order:

The November 15, 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:

Acknowledgement of Woolwich Township Veteran's

Aiden Kelly-Eagle Scout Project Presentation

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:

2021-22 An Ordinance of the Township of Woolwich, County of Gloucester, State of New Jersey Authorizing and Approving the Application for a Tax Exemption and the Execution and Delivery of a Financial Agreement Between the Township of Woolwich and DPIF3 NJ 8 2057 Woolwich Urban Renewal, LLC, for a Redevelopment Project Located on Property Currently Designated as Block 12, Lot 3 on the Official Tax Maps of the Township, Pursuant to the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.)
First Reading/Introduction

2021-23 An Ordinance of the Township of Woolwich, County of Gloucester, State of New Jersey Adopting an Amendment to the Redevelopment Plan for Block 14, Lots 2 and 4 Known as the Nike Missile Base Site
First Reading/Introduction

Resolutions:

R-2021-191 Resolution of the Township Committee of the Township of Woolwich, County of Gloucester, State of New Jersey Accepting the Best Practices Inventory Report for CY 2021

R-2021-192 Resolution Authorizing an Elevation Within the Woolwich Township Police Department

R-2021-193 Resolution Authorizing an Elevation Within the Woolwich Township Police Department

R-2021-194 Resolution Authorizing the Proposal of Celebration Fireworks to Provide a Holiday Fireworks Display in the Amount of \$5,200.00 and Authorizing the Execution of Said Contract

R-2021-195 Resolution Authorizing Release of Maintenance Bond #60132919 as Posted for Auburn Chase, Section 2.1 (Hazel Blvd.)

R-2021-196 Resolution Authorizing Release of Maintenance Bond #K08926384M as Posted for The Courts, Section 4.1

R-2021-197 Resolution of the Township Committee of the Township of Woolwich Designating Block 1, Lots 2, 5, 5.01, 6, 7, 8, 11 and 11.01; Block 2, Lots 9, 10, 11, 12, 12.01, 12.02, 12.03, 13, 13.01, 14, 15, 16, 17, and 24; and Block 28, lots 1, 2, 3, and 4

R-2021-198 A Resolution to Authorize Execution of a Redevelopment Agreement with DPIF3 NJ 8 2057 Woolwich Urban Renewal Entity, LLC (Woolwich II)

R-2021-199 Resolution Making Appointments to the "Official Towing and Storage List" for Woolwich Township

R-2021-200 Resolution Authorizing Budget Transfers During the Last Two Months of the Fiscal Year for the Township of Woolwich, County of Gloucester, State of New Jersey

R-2021-201 Resolution Authorizing Release and Closure of Escrow Accounts

Reports:

Month of October

Tax Collector: \$3,818,633.61 remitted

Woolwich Fire Company: Monthly Report

Police: Monthly Report

Township Engineer: Monthly Report

Precision Land: Monthly Sewer Project Update

Administrator's Report: Monthly Report

Municipal Services: Monthly Report

Liaison Reports:

Committeeman Frederick: Municipal Services; (Blds./Grounds/Code/UCC/Zoning/Public Works); Environmental Commission

Committeeman Nocentino: Administration: (Finance; JLUB, TDR Task Force); BDAC

Committeeman Callahan: Solid Waste/Recycling; Municipal Alliance

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

Mayor Marino: Public Safety; (Police, Fire, Courts)

Old Business:

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.

**TOWNSHIP OF WOOLWICH
ORDINANCE NO. 2021-22**

**AN ORDINANCE OF THE TOWNSHIP OF WOOLWICH,
COUNTY OF GLOUCESTER, NEW JERSEY
AUTHORIZING AND APPROVING THE APPLICATION
FOR A TAX EXEMPTION AND THE EXECUTION AND
DELIVERY OF A FINANCIAL AGREEMENT BETWEEN
THE TOWNSHIP OF WOOLWICH AND DPIF3 NJ 8 2057
WOOLWICH URBAN RENEWAL, LLC, FOR A
REDEVELOPMENT PROJECT LOCATED ON PROPERTY
CURRENTLY DESIGNATED AS BLOCK 12, LOT 3 ON THE
OFFICIAL TAX MAPS OF THE TOWNSHIP, PURSUANT
TO THE LONG TERM TAX EXEMPTION LAW (N.J.S.A.
40A:20-1 et seq.)**

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 the County of Gloucester; and

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* ("Redevelopment Law"), specifically including *N.J.S.A. 40A:12A-6(a)*, on April 17, 2017, the Township Committee of the Township ("Township Committee") adopted Resolution No. 2017-120 designating certain parcels of real property in the Township as an "Area in Need of Redevelopment" ("Redevelopment Area") as such term is defined in the Redevelopment Law; and

WHEREAS, pursuant to such designation, by Ordinance 2017-12 adopted by the Township Committee on July 17, 2017, the Township adopted the "Kings Landing Redevelopment Plan, Route 322 Corridor", a redevelopment plan that includes applicable development goals and standards for, among other things, the redevelopment of the Redevelopment Area ("Original Redevelopment Plan"); and

WHEREAS, the Township has heretofore designated the Township Committee as the "Redevelopment Entity" (as such term is defined in the Redevelopment Law) for the purpose of implementing the Redevelopment Plan; and

WHEREAS, the Township Committee, by virtue of Ordinance No. 2019-25 adopted on December 30, 2019, adopted an amendment to the Original Redevelopment Plan entitled the "Kings Landing at Woolwich Township, 2019 Amendment to the Kings Landing Redevelopment Plan, Route 322 Corridor", dated December 2019, and may hereafter further amend the Original Redevelopment Plan (as amended, the "Redevelopment Plan"); and

WHEREAS, the Township Committee, by way of Ordinance 2021-11, adopted on July 19, 2021, adopted a further amendment to the Original Redevelopment Plan entitled "Kings

Landing at Woolwich Township, 2019 Amendment to the Kings Landing Redevelopment Plan, Route 322 Corridor,” dated December 2019 (the “Redevelopment Plan Amendment”); and

WHEREAS, certain property designated as Block 12, Lot 3 on the Official Tax Map of the Township ("Property") is located within the Redevelopment Area; and

WHEREAS, by resolution, the Township Committee appointed DPIF3 NJ 8 2057 Woolwich Urban Renewal, LLC ("Developer"), as the redeveloper of the Property; and

WHEREAS, the redevelopment plan of the Developer consists of the redevelopment of the Property by the undertaking of certain improvements to the Property consisting of the development and construction of an approximately 336,700 square foot commercial warehouse facility and related amenities on the Property, together with associated parking, landscaping, lighting and other site improvements (collectively, the "Project"); and

WHEREAS, the Developer has purchased the Property and will construct, or cause to be constructed, the Project; and

WHEREAS, in connection with the Redevelopment Plan, and as part of the Project in particular, the Township has issued its bonds to finance the costs of certain infrastructure improvements such as the extension of sanitary sewer service along Route 322, pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. ("RAB Law"), the Redevelopment Law and other applicable law; and

WHEREAS, the New Jersey Long Term Tax Exemption Law, the *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 of an Annual Service Charge, in lieu of taxes, where the property is qualified; and

WHEREAS, in accordance with the Long Term Tax Exemption Law, the Developer 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 ("Improvements"); and

WHEREAS, based upon, among other things, the representations made by the Developer in the Application, and the other materials included by the Developer therein, and after review of the Application by the Township Committee, the Township Committee has 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 Developer submitted a form of Financial Agreement ("Financial Agreement") providing for payments of an Annual Service Charge, 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 Township Committee has heretofore determined that exemption from taxation of the Improvements pursuant to the Financial Agreement and receipt by the Township of an Annual Service Charge, in lieu of taxes, allows maximum redevelopment of the Property; and

WHEREAS, the maximum redevelopment of the Property is 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 redevelopment has been undertaken; and

WHEREAS, the Township Committee now deems it to be in the best interest of the Township to adopt this Ordinance authorizing the Township to approve the Application submitted by the Developer and to enter into the Financial Agreement with the Developer 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 Application submitted by the Developer is hereby approved and, as a result thereof, the Township will enter into a Financial Agreement with the Developer on the terms and conditions stated in the Financial Agreement attached to this Ordinance and as further set forth herein:

1. The Township Committee makes such determinations and findings by virtue of and pursuant to and in conformity with the Long Term Tax Exemption Law, the RAB Law and other applicable 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, in substantially the form attached (with such changes as shall be approved by the Township Business Administrator and the Township Solicitor upon prior notice to the Township Committee), and all exhibits and schedules thereto, are hereby authorized and approved.
4. The Improvements, when constructed and deemed substantially completed, shall be exempt from real property taxation and, in lieu of real property taxes, the Developer shall make payments of an Annual Service Charge to the Township 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; and

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon proper passage in accordance with the law; and

BE IT FURTHER ORDAINED that the Mayor, the Township Business Administrator, the Township Chief Financial Officer are each 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. Such Financial Agreement and any additional documents may each be attested on behalf of the Township by the Township Clerk or Township Deputy Clerk.

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 15th day of November, 2021. It will be further considered for final adoption upon a second reading and subsequent to a public hearing to be held on such ordinance at which time any interested person(s) may be heard. Said meeting is to be conducted on the 6th day of December, 2021, at the Woolwich Township Building, 120 Village Green Drive, Woolwich Township, New Jersey, beginning at 6:00 p.m.

Jane DiBella, Clerk

CERTIFICATION OF ADOPTION

The foregoing Ordinance was adopted upon second reading and subsequent to a public hearing at a meeting of the Woolwich Township Committee on the 6th day of December, 2021.

Jane DiBella, Clerk

EXHIBIT "A"
FORM OF FINANCIAL AGREEMENT

4882-4892-2370, v. 1

EXHIBIT "A"
FORM OF FINANCIAL AGREEMENT

4882-4892-2370, v. 1

FINANCIAL AGREEMENT

Long Term Tax Exemption Agreement
N.J.S.A. 40A:20-1 et seq.

THIS FINANCIAL AGREEMENT (hereinafter, this “Financial Agreement”), made as of this ___ day of _____, 2021 by and between, **DPIF3 NJ 8 2057 WOOLWICH URBAN RENEWAL ENTITY, LLC**, a New Jersey Limited Liability Company qualified to do business under the provisions of the Long Term Tax Exemption Law (hereinafter defined), with offices at 1776 on the Green, 67 East Park Place, Suite 540, Morristown, New Jersey 07960 (the “Entity”) and **THE TOWNSHIP OF WOOLWICH**, a municipal corporation in the County of Gloucester and the State of New Jersey (the “Township”), with offices at 120 Village Green Drive, Woolwich Township, New Jersey 08085.

WITNESSETH:

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

WHEREAS, in order to stimulate redevelopment, by way of Resolution No. 2017-120 adopted on April 17, 2017, the Mayor and Committee of the Township (the “Township Committee”) designated certain properties within the Township, which includes Block 12, Lot 3 (the “Property”), as an “Area in Need of Redevelopment” (the “Redevelopment Area”) in accordance with the Redevelopment Law; and

WHEREAS, by way of Ordinance No. 2017-12 adopted on July 17, 2017, the Township Committee adopted a redevelopment plan entitled “Kings Landing Redevelopment Plan, Route 322 Corridor,” dated June 2017, as amended or supplemented (the “Original Redevelopment Plan”), which sets forth, *inter alia*, the plans for the revitalization of the Redevelopment Area within the Township; and

WHEREAS, by way of Ordinance No. 2019-25 adopted on December 30, 2019, the Township Committee adopted an amendment to the Redevelopment Plan entitled “Kings Landing at Woolwich Township, 2019 Amendment to the Kings Landing Redevelopment Plan, Route 322 Corridor,” dated December 2019 (the “Redevelopment Plan Amendment”); and

WHEREAS, by way of Ordinance 2021-11, adopted on July 19, 2021, the Township Committee adopted an amendment to Amendment to the Kings Landing Redevelopment Plan (the “2021 Amendment”) (together with the Original Redevelopment Plan and the Redevelopment Plan Amendment shall collectively be referred to as the “Redevelopment Plan”); and

WHEREAS, pursuant to Ordinance Number 2017-19, the Township authorized the issuance of bonds to finance the extension of residential, commercial and industrial sanitary sewer service along Route 322 within the Township including, but not limited to, installation of a gravity sewer extension, a sanitary pumping station, and a force main extension, some or all of which shall

be located within the Redevelopment Area pursuant to N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law") or other applicable law (the "Infrastructure Improvements"); and

WHEREAS, pursuant to the Redevelopment Law, the Township and the Entity entered into a Redevelopment Agreement (the "Redevelopment Agreement") for construction of a ± 336,700 square foot commercial warehouse facility and related amenities on the Property (the "Project Improvements"), which will utilize the Infrastructure Improvements; and

WHEREAS, the Entity is the owner of the Property and wishes to have a long term tax exemption granted for the Project Improvements and has requested that the Township grant such long term tax exemption in accordance with 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"); and

WHEREAS, for such purpose, on _____, 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 Project Improvements; and

WHEREAS, the Township has reviewed the Application and is agreeable to granting a long term tax exemption and, in connection therewith, the Parties will utilize provisions of the Redevelopment Area Bond Financing Law, codified at N.J.S.A. 40A:12A-64 et seq. (the "Redevelopment Area Bond Financing Law"), the Redevelopment Law, and the Long Term Tax Exemption Law, and such other statutes as may be sources of relevant authority, if any, to facilitate the redevelopment project that the Entity proposes to undertake at the Property, including the Project Improvements; and

WHEREAS, the provisions of the Long Term Tax Exemption Law, the Local Redevelopment and Housing Law, the Redevelopment Area Bond Financing Law, and such other statutes as may be sources of relevant authority, if any, authorize the Township to accept, in lieu of real property taxes, an Annual Service Charge (hereinafter defined) paid by the Entity to the Township as set forth in such laws; and

WHEREAS, the Township has made the following findings:

- A. Relative benefits of the Project (hereafter defined) when compared to the costs:
 - 1. the Project should stabilize and contribute to the economic growth of the Township; and
 - 2. the Project will further the redevelopment objectives of the Township's Redevelopment Plan, including but not limited to, the need to provide conveniently located and well-designed commercial opportunities to serve the residents of the Township and the surrounding area; and
 - 3. The Project's fiscal impact analysis indicates that the benefits of the Project outweigh the costs to the Township.

B. Assessment of the importance of the tax exemption in obtaining development of the Project:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors and lenders needed to finance the Project; and

2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will insure the likelihood of the success of the Project and insure that it will have a positive impact on the surrounding area; and

WHEREAS, the Township Committee on _____, 2021 adopted Ordinance 2021-__ attached as Exhibit "B", 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 1 GENERAL PROVISIONS

SECTION 1.1 Governing Law; Reliance by Township. This Financial Agreement shall be governed by the laws of the State (as hereinafter defined), including the provisions of the Long Term Tax Exemption Law, the Local Redevelopment and Housing Law, the Redevelopment Area Bond Financing Law, and such other statutes as may be sources of relevant authority, if any. 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, to the best of its knowledge, the facts and data contained in the application are true in all material respects as of the date hereof.

SECTION 1.2 General Definitions. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Financial Agreement shall mean:

Allowable Net Profit - The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to the provisions of N.J.S.A. 40A:20-3b.

Allowable Profit Rate - The Allowable Profit Rate for the purpose of this Financial Agreement will be calculated as set forth in N.J.S.A. 40A:20-3b. For the purpose of determining

the specific Allowable Profit Rate, the annual interest percentage rate shall be the greater of twelve percent (12%) or the percentage per annum arrived at by adding one and one-quarter percent (1¼%) to the annual interest rate payable on the Entity's initial permanent mortgage financing for the Project Improvements. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, the interest rate per annum as referenced above shall, for the purposes of the Project, be the greater of twelve percent (12%) or the percentage per annum arrived at by adding one and one-quarter percent (1¼%) to what the Township determines to be the prevailing rate on mortgage financing on comparable improvements in the County of Gloucester.

Annual Gross Revenue – Pursuant to N.J.S.A. 40A:20-3a., the annual gross revenue shall be calculated as all income, monies or revenues generated or derived by or through the Entity that arise out of or are in connection with or attributable to the Project Improvements from any source and before deductions for any costs or expenses, excepting therefrom any gain realized by the Entity on the sale of any unit in fee simple, whether or not taxable under Federal or State law, which shall not be included within any calculation of Annual Gross Rent.

Annual Service Charge -The payment by the Entity pursuant to Article 5 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 of the Township 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 (as calculated and defined in accordance with Section 5.2 hereof).

Annual Service Charge Start Date - The first of the month following Project Completion Date, except that if the first of the month following the Project Completion Date is less than ten (10) business days, the Annual Service Charge Start Date shall be the first day of the next month following the Project Completion Date.

Application - The application filed by the Entity with the Township for a long term tax exemption for the Project, attached hereto as Exhibit A.

Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context) that is the subject of this Financial Agreement, the contents of which shall have been prepared in a manner consistent with generally accepted accounting principles and that fully details all items as required by the applicable statutes, including Allowable Net Profit for the period as defined in N.J.S.A. 40A:20-15, and that has been certified as to its conformance with such standards by a certified public accountant who is, or whose firm is, licensed to practice that profession in the State.

Bonds – shall have the meaning given to such term under N.J.S.A. 40A:12A-65 of the Redevelopment Area Bond Financing Law.

Certificate of Completion – means a certificate issued by the Township in accordance with Section 4.12 of the Redevelopment Agreement.

Certificate of Occupancy or Temporary Certificate of Occupancy - means a permanent or temporary “certificate of occupancy,” as such term is defined in the New Jersey Administrative Code, issued with respect to all or a portion of the Project upon completion of all or a portion of the Project.

Default - The failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Financial Agreement after notice and opportunity to cure as provided herein.

Effective Date – Shall be the date of this Financial Agreement.

Entity – DPIF3 NJ 8 2057 Woolwich Urban Renewal Entity, LLC, and any subsequent purchaser or successor in interest to the ownership of the Property, which transfer is carried out in accordance with the terms of the Redevelopment Agreement and this Financial Agreement.

Financial Agreement – Shall mean this financial agreement between the Entity and the Township.

In Rem Foreclosure Act – N.J.S.A. 54:5-1 et seq.

In Rem Tax Foreclosure - A summary proceeding by which the Township may enforce the lien for taxes due and owing by a tax sale. Said foreclosure is governed by the In Rem Foreclosure Act.

Land Taxes – The amount of taxes assessed on the value of the land portion of the Property from time to time during the term of this Financial Agreement.

Land Tax Payments – The amount of taxes to be paid by the Entity on the land portion of the Property from time to time during the term of this Financial Agreement.

Local Bond Law – Shall have the meaning set forth in the recitals.

Long Term Tax Exemption Law - Shall have the meaning set forth in the recitals.

Material Conditions – As defined in Section 5.5 hereof.

Net Profit – As defined at N.J.S.A. 40A:20-3c., excluding gain realized on sale or other disposition of the Project and proceeds of any refinancing of debt on the Project.

Ordinance - Ordinance No. 2021-____ adopted by the Township Council on _____, 2021, attached hereto as Exhibit B.

Party or Parties means either the Township, the Entity, or both the Township and Entity, as the context requires.

Project – means the construction of a ± 336,700 square foot commercial warehouse facility and related amenities on the Property.

Project Completion Date - That date on which the Project Improvements are completed, as evidenced by the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy. Certificates may be issued for phases of the Project Improvements and those phases shall be deemed complete upon such issuance.

Project Improvements – Shall have the meaning set forth in the recitals.

Property – Shall have the meaning set forth in the recitals.

Redeveloper – Shall mean DPIF3 NJ 8 2057 Woolwich Urban Renewal Entity, LLC.

Redevelopment Agreement – Shall have the meaning set forth in the recitals.

Redevelopment Area – Shall have the meaning set forth in the recitals.

Redevelopment Area Bond Financing Law – Shall have the meaning set forth in the recitals.

Redevelopment Law - Shall have the meaning set forth in the recitals.

Redevelopment Plan – Shall have the meaning set forth in the recitals.

Redevelopment Plan Amendment - Shall have the meaning set forth in the recitals.

State – The State of New Jersey.

Taxes Otherwise Due – The amount of taxes due and owing on the Project (including the Land and the Project Improvements) as if no Financial Agreement had been executed and no Tax Exemption had been granted, based on the Tax Assessor’s determination of the equalized assessed value of the land portion of the Property and the Project Improvements in any given tax year.

Tax Sale Law – N.J.S.A. 54:5-1 et seq.

Total Project Cost – As defined in N.J.S.A. 40A:20-3h.

Township - The Township of Woolwich, in the County of Gloucester, New Jersey, a Municipal Corporation of the State.

Township Committee – shall have the meaning set forth in the recitals.

SECTION 1.3 Interpretation and Construction. In this Financial Agreement, unless the context otherwise requires:

- A. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any

similar terms, as used in this Financial Agreement, refer to this Financial Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Financial Agreement.

B. Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

C. Words importing persons means and include firms, associations, partnerships (including limited partnerships), trusts, corporation, limited liability companies and other entities, including public or governmental bodies, as well as natural persons.

D. Any headings preceding the texts of the several Articles and Sections of this Financial Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Financial Agreement, nor shall they affect its meaning, construction, or effect.

E. All exhibits referred to in this Financial Agreement and attached hereto are incorporated herein and made part hereof.

ARTICLE 2 APPROVAL

SECTION 2.1 Approval of Tax Exemption. The Township granted and does hereby grant its approval for a tax exemption for the Project in accordance with the Long Term Tax Exemption Law. Pursuant to the Ordinance, all Project Improvements owned by the Entity shall be exempt from taxation as provided in the Long Term Tax Exemption Law pursuant to the terms of this Financial Agreement. It is expressly understood and agreed by the Parties hereto that the Township expressly relies upon the facts, data and presentations contained in the Exemption Application and in the Site Plan approval granted for the Property in granting this tax exemption.

SECTION 2.2 Approval of Project to be Undertaken by the Entity. Approval hereunder is granted to the Entity whose formation documents are attached as Exhibit C for the contemplated Project described in the Exemption Application.

ARTICLE 3 REPRESENTATIONS OF THE PARTIES

SECTION 3.1 Representations of the Entity. The Entity represents and warrants as follows:

A. It is a duly formed, organized and existing Limited Liability Company of the State, organized pursuant to and in compliance with the New Jersey Limited Liability Company Act (N.J.S.A. 42:2B-1 et seq.) and the Long Term Tax Exemption Law, reviewed and approved by the New Jersey Department of Community Affairs and has filed with, as appropriate, the Office of the Treasurer of State.

B. It has full authority to enter into and perform all of the obligations on the part of the Entity to be performed.

C. To the best of its knowledge, it has complied with all applicable municipal, State, and Federal laws, rules and regulations, including without limitation, the Long Term Tax Exemption Law and the Redevelopment Law in negotiating, entering into, and performing its obligations under this Financial Agreement, and all governmental and agency authorizations and approvals required for the execution, delivery, and performance of this Financial Agreement have been properly obtained.

D. Effective as of the completion of the Project, the Project shall be used, managed, and operated for the purposes set forth in the Exemption Application, the Redevelopment Law and all applications filed with, and as approved by, the Township in connection with the Project.

SECTION 3.2 Representations of the Township. The Township represents and warrants to the Entity as follows:

A. It is a duly formed and existing municipal corporation of the State and is fully authorized and empowered to enter into and perform all obligations under this Financial Agreement on the part of the Township to be performed.

B. It has complied with all applicable Municipal, State and Federal laws, rules and regulations, including without limitation, the Long Term Tax Exemption Law, the Redevelopment Law, Local Bond Law, and the Redevelopment Area Bond Financing Law in negotiating, entering into and performing its obligations under this Financial Agreement, and all governmental and agency authorizations and approvals required for the execution, delivery, and performance of this Financial Agreement have been properly obtained.

C. The issuance of Bonds for the extension of residential, commercial and industrial sanitary sewer service along Route 322 in the Township as well as the installation of a gravity sewer extension, a sanitary pumping station and a force main extension all other improvements to be made to further the extension of sewer service within the Redevelopment Area is to further the development within the Redevelopment Area (collectively, the "Infrastructure Improvements"). The Township acknowledges that Bonds for the sewer infrastructure facilitate the stability of the Project.

ARTICLE 4 DURATION OF AGREEMENT

SECTION 4.1 Term. It is understood and agreed by the Parties that this Financial Agreement, including the obligation to pay Annual Service Charges required under Article 5 hereof and the tax exemption granted and referred to in Section 2.1 hereof, shall remain in effect until the earlier of (i) thirty-five (35) years from the Effective Date hereof or (ii) thirty (30) years from the Project Completion Date. This Financial Agreement shall constitute evidence of a lien securing such obligation, which lien shall survive any termination hereof for all amounts then due

and payable prior to termination. At the expiration or earlier termination of the term hereof, the tax exemption for the Project shall expire and the Project Improvements shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Township. After expiration or earlier termination of the term hereof, all restrictions and limitations upon the Entity shall terminate upon the Entity's rendering of its final accounting, pursuant to N.J.S.A. 40A:20-12.

SECTION 4.2 Date of Termination. Upon any termination of the tax exemption described in Section 4.1 hereof, the date of such termination shall be deemed to be the end of the fiscal year of the Entity.

ARTICLE 5 ANNUAL SERVICE CHARGE

SECTION 5.1 Annual Service Charge. Notwithstanding anything herein to the contrary, or the exercise by the Township of any right or remedy provided for herein or otherwise available with respect hereto, so long as this Financial Agreement has not been terminated, the Entity shall pay the Annual Service Charge to the Township for the duration of the tax exemption provided for in Section 2.1 of this Financial Agreement, which Annual Service Charge includes any and all fees and charges payable by the Township to the County of Gloucester from the Annual Service Charge and all administrative and other taxes, fees and charges that the Township is entitled to collect by law under the Long Term Tax Exemption Law. The Entity's obligation to make the Annual Service Charge shall be absolute and unconditional and not subject to any defense, set-off, recoupment or counterclaim under any circumstances, including without limitation any loss of status of the Entity as an "Urban Renewal Entity" qualified under and as defined in Long Term Exemption Law, or any violation by the Township of any provisions of this Financial Agreement, termination of the Redevelopment Agreement or failure of the Redeveloper or Entity to complete the Project.

SECTION 5.2 Calculation of Annual Service Charge. Pursuant to N.J.S.A. 40A:12A-66, the provisions of N.J.S.A. 40A:20-12 establishing a minimum or annual service charge and requiring staged increases in annual service charge over the term of the exemption period, and of N.J.S.A. 40A:20-13, permitting the relinquishment of tax-exemption status under the Long Term Tax Exemption Law, are not required to be applied to redevelopment projects financed with Bonds. Since the Township has heretofore authorized the issuance of the Bonds to finance the costs of the Infrastructure Improvements that are necessary for and a part of the Project Improvements within the Redevelopment Area in accordance with the Redevelopment Area Bond Law, the minimum Annual Service Charge under the Long Term Tax Exemption Law for each year during the term of the exemption shall equal not less than the greater of (A) \$1.25 multiplied by the total, completed square footage of constricted space comprising the Project Improvements, which, for purposes of this Financial Agreement shall in no event be less than 336,700 square feet of completed space (i.e. not less than \$420,875 on an annual basis) (the "Minimum Annual Service Charge"), or (B) the amount of Taxes Otherwise Due in accordance with the staged adjustments set forth below. Notwithstanding the foregoing, at no time during the term of this Financial Agreement shall the Minimum Annual Service Charge be less than the taxes paid in the year prior

to the Effective Date. The Annual Service Charge payable by the Entity during the Term of this Financial Agreement shall be calculated as follows:

Stage 1. For a period of six (6) years from the Project Completion Date, the Annual Service Charge shall be the Minimum Annual Service Charge (Years 1-6);

Stage 2. For a period of seven (7) years following Stage 1, the Annual Service Charge shall be the greater of the Minimum Annual Service Charge or twenty percent (20%) of the Taxes Otherwise Due (Years 7-13);

Stage 3. For a period of seven (7) years following Stage 2, the Annual Service Charge shall be the greater of the Minimum Annual Service Charge or forty percent (40%) of the Taxes Otherwise Due (Years 14-20);

Stage 4. For a period of five (5) years following Stage 3, the Annual Service Charge shall be the greater of the Minimum Annual Service Charge or sixty percent (60%) of the Taxes Otherwise Due (Years 21-25); and

Stage 5. For a period of five (5) years following Stage 4, the Annual Service Charge shall be the greater of the Minimum Annual Service Charge or eighty percent (80%) of the Taxes Otherwise Due (Years 26-30).

SECTION 5.3 Quarterly Installments. The Entity expressly agrees that installments of the aforesaid Annual Service Charge shall be paid quarterly in a manner consistent with the Township's tax collection schedule. The first installment of Annual Service Charge shall be paid on the Annual Service Charge Start Date. In the event that the Entity fails to timely pay any installment, the amount past due shall bear the highest rate of interest permitted under State law in the case of unpaid taxes or tax liens on real estate until paid.

SECTION 5.4 Land Taxes. Pursuant to N.J.S.A. 40A:20-12, against the Annual Service Charge, the Entity shall be entitled to a credit for the amount, without interest, of the Land Taxes for the last four (4) preceding quarterly installments. The Entity reserves all rights to contest Land Taxes by appropriate proceedings as well as the total assessment during the term of this Financial Agreement.

SECTION 5.5 Material Conditions. It is expressly agreed and understood that the granting of a tax exemption for the Project Improvements pursuant to the Long Term Tax Exemption Law, the representations of the parties set forth in Article 3 and all payments of Annual Service Charges and any interest payments, penalties or costs of collection due thereon, are material conditions of this Financial Agreement ("Material Conditions"). If any other term, covenant or condition of this Financial Agreement or the Exemption Application, as to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to

the fullest extent permitted by law.

The Entity's failure to make the requisite Annual Service Charge payment in a timely manner shall constitute a breach of this Financial 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.

SECTION 5.6 Annual Service Charges as Municipal Lien. The Annual Service Charge and other related municipal charges shall be a continuous, municipal lien on the Land and Project 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 5.7 Payment to 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.

ARTICLE 6 CERTIFICATE OF OCCUPANCY

SECTION 6.1 Certificate of Occupancy. It is understood and agreed that the Entity shall remain obligated to make application for and make all good faith efforts which are reasonable to obtain a Certificate of Occupancy for the Project in a timely manner as identified in the Exemption Application.

SECTION 6.2 Filing of Certificate of Occupancy. It shall be the primary responsibility of the Entity to forthwith file with the Tax Assessor, the Tax Collector, and the Chief Financial Officer of the Township a copy of such Certificate of Occupancy.

SECTION 6.3 Certification regarding Tax Exemption. The Township Clerk shall certify to the Township Tax Assessor, pursuant to N.J.S.A. 40A:20-12, that a Financial Agreement with an urban renewal entity, for the development of the Property, has been entered into and is in effect as required by N.J.S.A. 40A:20-1, et seq. Delivery by the Township Clerk to the Township Tax Assessor of a certified copy of the Ordinance adopted by the Township governing body approving the tax exemption described herein and this Financial Agreement shall constitute the required certification. Upon the delivery of the certification as required hereunder, the Township Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the Township Clerk until the expiration of the entitlement to exemption by the terms of this Financial Agreement or until the Township Tax Assessor has been duly notified by the Township Clerk that the exemption has been terminated. Further, upon the adoption of this Financial Agreement, a certified copy of the Ordinance adopted by the Township's governing body approving the tax exemption described herein and this Financial Agreement shall be transmitted

to the Director of the Division of Local Government Services State of New Jersey Department of Community Affairs by the Township Clerk.

ARTICLE 7
ANNUAL AUDITS

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 consistently applied, and as otherwise prescribed in the Long Term Tax Exemption Law during the term of this Financial Agreement.

SECTION 7.2 Periodic Reports. Annually, within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis, that this Financial Agreement shall continue in effect, the Entity shall submit its Auditor's Report certified by an independent certified public accountant for the preceding fiscal or calendar year to the Mayor, the Chief Financial Officer and the Township Clerk of said Township, who shall advise those municipal officials required to be advised, and to the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:20-9d and N.J.S.A. 40A:20-3c. Said Auditor's Report shall include, but not be limited to, the terms and interest rate on any mortgage(s) associated with the Project, the Allowable Net Profit for the period shown, and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Long Term Tax Exemption Law and this Financial Agreement.

SECTION 7.3 Inspection. Upon the request of the Township or the State for the purposes of this Financial Agreement, the Entity shall permit the inspection of property, equipment, buildings and other facilities of the Entity by the requesting party or its agents. It also shall permit, upon request of the Township or the State for the purposes of this Financial Agreement, reasonable examination and audit of its books, contracts, records, documents and papers by representatives duly authorized by such Township or State. Such 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 on Profits and Reserves. During the period of tax exemption as provided herein, the Allowable Net Profit limitation, and the right to maintain reserves, shall apply to the Entity pursuant to the provisions of N.J.S.A. 40A:20-15. Pursuant to N.J.S.A. 40A:20-15, the calculation of Net Profit shall be cumulative for the period commencing at the time of the Project Completion Date. 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. Whenever the Net Profit

of the Entity for the period, taken as one accounting period, commencing upon the substantial completion of the Project Improvements and terminating at the end of the last full fiscal year, shall exceed the Allowable Net Profits for the period, the Entity shall, within one hundred twenty (120) days of the close of that fiscal year, pay the excess Net Profit to the Township as an additional service charge, provided, however, that the Entity may maintain any reserves permitted by N.J.S.A. 40A:20-15. Notwithstanding the foregoing, no provision contained herein shall be construed to include in the determination of Allowable Net Profit or excess Net Profit, under this Financial Agreement or otherwise, any profits of an operating entity or tenant or the profits of any future tenant, subtenant or other entity that conducts any operations on the Property.

SECTION 7.6 Final Accounting. Within ninety (90) days after the date of Termination, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-12, N.J.S.A. 40A:20-13, and N.J.S.A. 40A:20-15 as well as any excess Net Profit. For purposes of rendering a final accounting the Termination of the Financial Agreement shall be deemed to be the end of the fiscal year for the Entity in which such termination occurs in accordance with Article 4.

SECTION 7.7 Conventional Taxes. Upon Termination or expiration of this Financial Agreement, the tax exemption for the Project shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Township.

ARTICLE 8 ASSIGNMENT AND/OR ASSUMPTION

SECTION 8.1 Approval. The Entity may sell all or any portion or portions of the Project, and the Township shall consent to such sale, without imposition of any fees or charges other than reasonable fees for the review of the assignment/assumption/condominium documentation, provided that the sale is (i) to another urban renewal entity or entities (if condominium units are being sold) organized under and in full compliance with the provisions of the Long Term Tax Exemption Law imposed on "Urban Renewal Entities", as defined therein, including successors and assigns of the Entity, (ii) the obligations of the Entity under this Financial Agreement are assumed by the transferee, (iii) the Entity is not then in default of any terms under this Financial Agreement or the Long Term Tax Exemption Law, (iv) the transferee entity agrees to abide by all terms and conditions of this Financial Agreement, and (v) the transferee does not own any other project subject to long term tax exemption under the Long Term Tax Exemption Law at the time of transfer. Upon assumption by the transferee urban renewal entity of the Entity's obligations, to the extent those obligations relate to the portion of the Property acquired by the transferee under this Financial Agreement, the tax exemption for the Project shall continue and inure to the transferee urban renewal entity and its respective successors or assigns. Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself, provided that the transfer, if greater than ten (10%) percent, is disclosed to the Township's governing body in the annual disclosure statement or in correspondence sent to the Township in advance of the annual disclosure statement referred to herein.

The Township may levy an administrative fee of two percent (2%) of the Annual Service

Charge or \$5,000.00, whichever is lower, for the sale of the Project for the processing of a request to transfer as set forth in this Section 8.1.

SECTION 8.2 Subordination of Title. It is expressly understood and agreed that the Entity has the right, subordinate to the lien of the Annual Service Charge, if any, and to the rights of the Township, to encumber the leasehold title to the Property and the fee title to the Project Improvements, and that any such encumbrance shall not be deemed to be a violation of this Financial Agreement.

ARTICLE 9 COMPLIANCE

SECTION 9.1 Statutes and Ordinances. The Entity hereby agrees at all times prior to the expiration or other termination of this Financial Agreement to remain bound by the provisions of Federal and State law and any lawful ordinances and resolutions of the Township, including, but not limited to, the Long Term Tax Exemption Law. The Entity's failure to comply with such statutes or ordinances shall constitute a violation and breach of the Financial Agreement.

ARTICLE 10 DEFAULT

SECTION 10.1 Default. A default ("Default") shall be deemed to have occurred if the either Party fails to conform with the terms of this Financial Agreement or fails to perform any obligation imposed upon such Party by this Financial Agreement, statute, ordinance or lawful regulation.

SECTION 10.2 Cure Upon Default. Should either Party be in Default of any obligation under this Financial Agreement, the non-defaulting Party shall notify the other Party and, if applicable, any mortgagee of the Entity in writing of said Default. Said notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the defaulting Party shall have thirty (30) days to cure any Default (other than a Default in payment of any installment of the Annual Service Charge or Special Assessments in which case there shall be no cure period); provided, however, that if the Default cannot be cured in thirty (30) days, then such defaulting Party shall have a total of sixty (60) days to cure such Default, provided that such defaulting Party diligently initiates and pursues such cure. Subsequent to the thirty (30) days or sixty (60) days, as applicable, the defaulting Party shall have the right to seek all remedies set forth in this Financial Agreement. No default hereunder by the Entity shall terminate the long term tax exemption described herein and its obligation to make Annual Service Charges, which shall continue in effect for the duration of this Financial Agreement, except as provided herein.

If the Default is the Entity's failure to pay a financial obligation to the Township and the Default is not cured after the cure periods set forth above, 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 cure periods set forth above, if the Default for which notice was given remains uncured, the non-defaulting party may terminate this Financial 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.

**ARTICLE 11
REMEDIES**

SECTION 11.1 Remedies. In the event of a breach of this Financial Agreement by any of the Parties hereto or a dispute arising between the Parties in reference to the terms and provisions as set forth herein, any Party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the Long Term Tax Exemption Law and the Redevelopment Area Bond Financing Law, as amended and supplemented. Whenever the word "Taxes" appears, or is implied, directly or indirectly, to mean taxes or municipal liens on real estate, such statutory provisions shall be read, as far as it is pertinent to this Financial Agreement, as if the Annual Service Charge was a tax or municipal lien on real estate. Any and all rights and remedies of the Parties may be enforced in the Superior Court of New Jersey, at law or in equity. 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. 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, 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 11.2. Litigation of Disputes. Except as otherwise provided in this Agreement, any dispute arising between the Parties under the terms of this Agreement (including any assertion that a Default has occurred) shall be resolved by suit before the Gloucester County Superior Court and by waiver of trial by jury. Unless otherwise agreed to in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any such suit.

**ARTICLE 12
WAIVER**

SECTION 12.1 Waiver. Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the Township or the Entity of any rights and remedies provided by law except for the express waiver herein of certain rights of acceleration and certain rights to terminate this Financial Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery that the Township or the Entity has under law, in equity, or under any provision of this Financial Agreement.

**ARTICLE 13
NOTICE**

SECTION 11.1 Notice. Any and all notices or communications given under this Financial Agreement ("Notices") shall be in writing and shall be sent by (a) certified or registered mail,

FOR EXECUTION

return receipt requested, (b) by recognized overnight carrier, such as Federal Express or UPS, or (c) personal delivery at the addresses set forth below. Any notice shall be deemed delivered, if sent by (b) or (c) above on the date received or, if sent by (a), two (2) business days after mailing.

When sent to the Entity it shall be addressed as follows:

DPIF3 NJ 8 2057 Woolwich Urban Renewal Entity, LLC
1776 on the Green
67 East Park Place, Suite 540
Morristown, New Jersey 07960

With a copy to:

Dermody Properties, LLC
5500 Equity Avenue
Reno, Nevada 89502
Attn: C. Douglas Lanning

Dermody Properties
1776 On The Green
67 East Park Place Suite 540
Morristown, New Jersey 07960
Attn: Eugene Preston

M. James Maley, Jr., Esquire
Maley Givens, P.C.
1150 Haddon Avenue, Suite 210
Collingswood, NJ 08108
(856) 854-1515 - Office
(856) 858-2944 – Fax

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 13.

**ARTICLE 14
CONSTRUCTION**

SECTION 14.1 Construction. This Financial Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other rule requiring construction against the Party drawing or causing this Financial Agreement to be drawn since counsel for both the Entity and the Township have combined in their review and approval of same.

**ARTICLE 15
INDEMNIFICATION**

SECTION 15.1 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 Financial 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 Financial Agreement.

**ARTICLE 16
MISCELLANEOUS**

SECTION 16.1 Conflict. The Parties agree that in the event of a conflict between the Exemption Application and this Financial Agreement, the language in this Financial Agreement shall govern and prevail.

SECTION 16.2 Oral Representations. There have been no oral representations made by either of the Parties hereto which are not contained in this Financial Agreement. This Financial

Agreement, the Ordinance, and the Exemption Application constitute the entire agreement between the Parties and there shall be no modifications thereto other than by a written instrument executed by the parties hereto and delivered to each of them.

SECTION 16.3 Entire Document. All conditions in the Ordinance are incorporated in this Financial Agreement and made a part hereof.

SECTION 16.4 Good Faith. In their dealings with each other, the Parties agree that they shall act in good faith.

SECTION 16.5 Financing Matters. The financial information required by the final paragraph of N.J.S.A. 40A:20-9 is set forth in the Application.

SECTION 16.6 Municipal Services. The Entity shall make payments for municipal services, including water and sewer charges and any services that create a lien on a parity with or superior to the lien for the Annual Service Charges, as required by law. Nothing herein is intended to release the Entity from its obligation to make such payments.

SECTION 16.7 Counterparts. This Financial Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 16.8 Amendments. This Financial Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

SECTION 16.9 Severability. If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 16.10 Successors and Assigns. This Financial Agreement and all the terms, conditions, covenants, and obligations contained herein shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

**ARTICLE 17
EXHIBITS AND SCHEDULES**

Exhibit A	Application
Exhibit B	Township Committee Ordinance
Exhibit C	Formation Documents of Urban Renewal Entity

THE UNDERSIGNED, ON BEHALF OF APPLICANT ENTITY, HEREBY CERTIFIES TO THE TOWNSHIP OF WOOLWICH RESPECTING A SUBMISSION FOR LONG TERM TAX EXEMPTION AS FOLLOWS:

1. Name of applicant:

DPIF3 NJ 8 2057 Woolwich Urban Renewal Entity, LLC

2. Address of applicant:

1776 on the Green, 67 East Park Place, Suite 540, Morristown, New Jersey 07960

3. Identification of Property:

The block(s) and lot(s) according to the Official Tax Map are:

The Project (defined below) is to be located on property delineated as Block 12, Lot 3 on the Township's Official Tax Map (see attached Exhibit A).

4. Type of abatement requested is:

Long-term tax exemption under and pursuant to the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq. (the "Tax Exemption Law") and pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq.

5. Requested duration of tax abatement:

Thirty (30) years.

6. Description of the nature of the project, including an outline of the included area and, if the project is to be undertaken in units, a description of each unit and setting forth architectural and site plans.

Applicant has acquired or shall acquire fee simple ownership in the Property (defined herein). The nature of the project (the "Project") consists of the construction of a 336,700 ± square foot commercial warehouse facility, with associated parking areas, loading berths, and other site improvements located on the 41.16 ± acre parcel identified on the Township's Tax Map as Block 12, Lot 3 (the "Property") and within the Township of Woolwich's Kings Landing Regional Growth Center.

On September 16, 2021, the Joint Land Use Board approved an application for Preliminary and Final Site Plan, but a Resolution of Approval has not yet been adopted. A copy of the proposed Site Plan is attached hereto as Exhibit B.

7. Estimated cost of the proposed project.

The total project cost, as defined by the Tax Exemption Law, is estimated to be \$35,512,745 as shown on the attached Exhibit C.

8. Source, method, and amount of money to be subscribed through the investment of private capital.

All funding for the Project will come through equity.

9. Fiscal plan for the project outlining a schedule of annual gross revenue, the estimated expenditures for operation and maintenance, payments of interest, amortization of debt and reserves, and payments to the municipality to be made pursuant to the financial agreement.

The fiscal plan for the Project, including a schedule of annual gross revenue, is attached hereto as Exhibit D. The Applicant seeks a PILOT payment equal to the greater of: (a) \$1.25 per s.f. of the warehouse space; or (2) the following phased in tax basis:

Year 1 to 6 = 0% of taxes otherwise due;
Year 7 to 13 = 20% of taxes otherwise due;
Year 14 to 20 = 40% of taxes otherwise due;
Year 21 to 25 = 60% of taxes otherwise due;
Year 26 to 30 = 80% of taxes otherwise due.

10. No officer or employee of the Township has any interest, direct or indirect, in the project which is the subject of this application.

This is correct.

11. Neither the Applicant nor any of the parties comprising the Applicant have an interest in any other tax exemption agreement in effect with the Township.

The Applicant does not have any other tax exemption agreement with the Township. However, two affiliate entities, DPIF3 NJ 4 2120 Urban Renewal, LLC and DPIF3 NJ 5 2062 Urban Renewal, LLC, have been granted tax exemptions for other projects.

12. The undertaking conforms to all applicable municipal ordinances; that its completion will meet an existing need, and that the project accords with the current master plan of the Township or as will be amended.

The undertaking of the Project conforms to all applicable municipal ordinances. The completion of the Project will meet an existing need, and the Project accords with the current Township of Woolwich Master Plan.

13. The proposed project complies with the redevelopment plan as adopted and on file with the Township Planning Board.

The proposed Project complies with the Kings Landing Amended Redevelopment Plan, dated December 2019, adopted by the Woolwich Township Committee via Ordinance No. 2019-25 on December 31, 2019, as amended by way of Ordinance 2021-11 adopted on July 19, 2021, a copy of Ordinance No. 2019-25 and Ordinance 2021-11 are attached hereto as Exhibit E.

14. A proposed financial agreement conforming to the provisions of N.J.S.A. 40A:20-9 is attached to this application.

A proposed draft Financial Agreement is attached hereto as Exhibit F (the "Financial Agreement").

[Signatures to Follow on Next Page]

I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DPIF3 NJ 8 2057 Woolwich Urban Renewal Entity, LLC

Date: Sept. 27, 2021

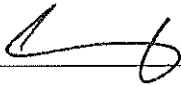
By: 
Name: **C. Douglas Lanning**
Chief Financial Officer

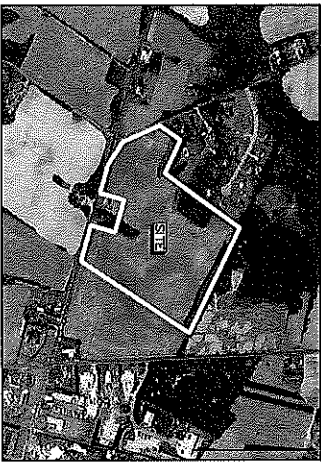
EXHIBIT "A"

EXHIBIT "B"

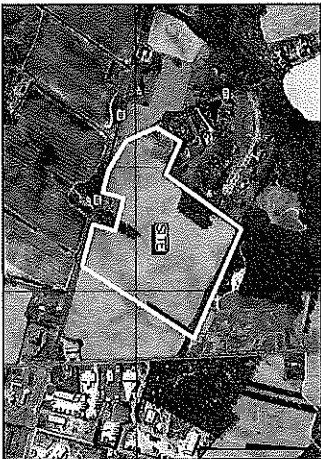
2057 U.S. ROUTE 322 & OAK GROVE ROAD (G.C. ROUTE 671)

TAX MAP SHEET 4.07, BLOCK 12, LOT 3
TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY

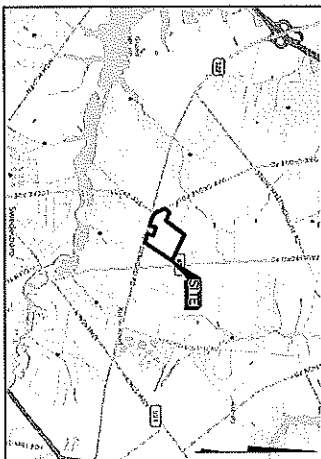
PRELIMINARY AND FINAL SITE PLANS



AERIAL MAP
SCALE 1" = 200'



FEMA FLOOD MAP
SCALE 1" = 500'



STREET MAP
SCALE 1" = 2,000'

DPIF3 NJ8 2057 WOOLWICH, LLC

1776 ON THE GREEN 67 EAST PARK PLACE, SUITE 540
MORRISTOWN, NJ 07960



MARATHON

Engineering & Environmental Services
3 Killdeer Court, Suite 302, Swedesboro, NJ 08085
1616 Pacific Avenue, Suite 501, Atlantic City, NJ 08401

CONSTRUCTION OF THIS PLAN IS SUBJECT TO THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF NEW JERSEY. THE APPLICANT ACCEPTS RESPONSIBILITY FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF NEW JERSEY. THE APPLICANT ACCEPTS RESPONSIBILITY FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES OF THE STATE OF NEW JERSEY.

OWNER
2057 U.S. ROUTE 322 & OAK GROVE ROAD (G.C. ROUTE 671)
TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY

APPLICANT
DPIF3 NJ8 2057 WOOLWICH, LLC
1776 ON THE GREEN 67 EAST PARK PLACE, SUITE 540
MORRISTOWN, NJ 07960

APPLICANT'S INTENT

THE APPLICANT INTENDS TO DEVELOP THE PROPOSED PROJECT IN ACCORDANCE WITH THE ZONING ORDINANCE AND LOCAL ORDINANCES. THE PROJECT IS SUBMITTED FOR THE REVIEW AND APPROVAL OF THE BOARD OF PLANNING AND ZONING ADJUSTMENT. THE APPLICANT INTENDS TO DEVELOP THE PROPOSED PROJECT IN ACCORDANCE WITH THE ZONING ORDINANCE AND LOCAL ORDINANCES.

CERTIFICATION OF APPROVALS

APPROVAL	DATE	APPROVED BY
APPLICANT	07/18/2021	JESSE D. BOLLGERTY, P.E.
OWNER	07/18/2021	JESSE D. BOLLGERTY, P.E.
PLANNING BOARD		
ZONING BOARD		
LOCAL AGENCIES		

SHEET NO.	DATE	DESCRIPTION
1	07/18/2021	COVER SHEET
2	07/18/2021	GENERAL NOTES
3	07/18/2021	PRELIMINARY AND FINAL SITE PLANS
4	07/18/2021	CONSTRUCTION SPECIFICATIONS
5	07/18/2021	UTILITY PLANS
6	07/18/2021	LANDSCAPE ARCHITECTURE
7	07/18/2021	TRAFFIC IMPACT STUDY
8	07/18/2021	ENVIRONMENTAL IMPACT STATEMENT
9	07/18/2021	ARCHITECTURAL ELEVATIONS
10	07/18/2021	SECTIONAL ELEVATIONS
11	07/18/2021	FOUNDATION PLANS
12	07/18/2021	ROOF PLANS
13	07/18/2021	MECHANICAL PLANS
14	07/18/2021	ELECTRICAL PLANS
15	07/18/2021	PLUMBING PLANS
16	07/18/2021	HEATING AND COOLING PLANS
17	07/18/2021	PAVING PLANS
18	07/18/2021	LANDSCAPE ARCHITECTURE
19	07/18/2021	TRAFFIC IMPACT STUDY
20	07/18/2021	ENVIRONMENTAL IMPACT STATEMENT
21	07/18/2021	ARCHITECTURAL ELEVATIONS
22	07/18/2021	SECTIONAL ELEVATIONS
23	07/18/2021	FOUNDATION PLANS
24	07/18/2021	ROOF PLANS
25	07/18/2021	MECHANICAL PLANS
26	07/18/2021	ELECTRICAL PLANS
27	07/18/2021	PLUMBING PLANS
28	07/18/2021	HEATING AND COOLING PLANS
29	07/18/2021	PAVING PLANS
30	07/18/2021	LANDSCAPE ARCHITECTURE

07/18/2021 SUBMISSION/REVISION

2057 U.S. ROUTE 322 & OAK GROVE ROAD (G.C. ROUTE 671)

TOWNSHIP OF WOOLWICH, GLOUCESTER COUNTY, NEW JERSEY

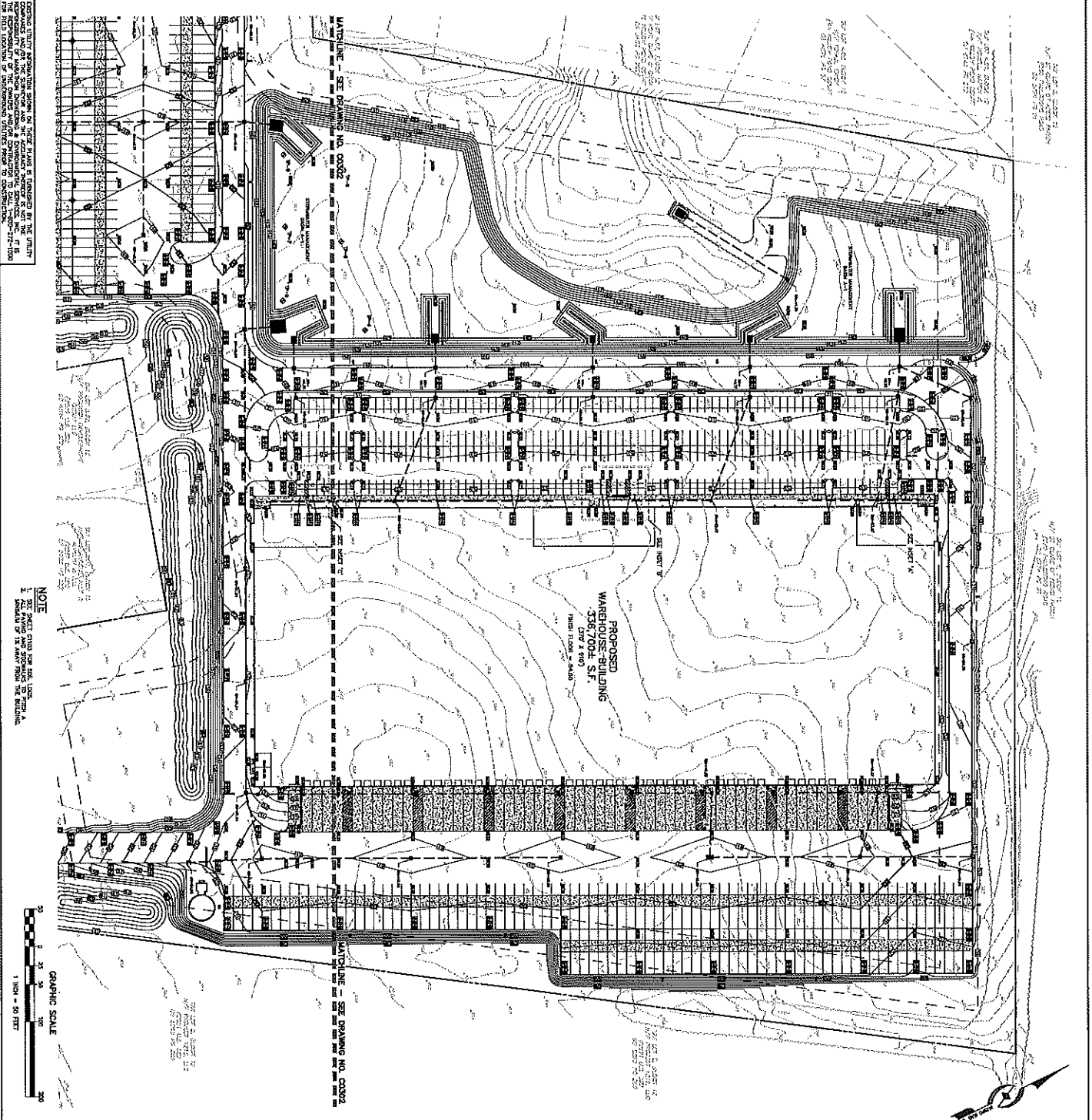
COVER SHEET

DPIF3 NJ8 2057 WOOLWICH, LLC

JESSE D. BOLLGERTY, P.E.

MARATHON
Engineering & Environmental Services

00001



PROJECT INFORMATION

2021 US ROUTE 322 & OWB BONE ROAD (LOCAL ROUTE 670)
GRADING PLAN - NORTH

DESIGNED BY: JESSE D. DOLGHERTY, P.E.
DATE: 07/19/2021

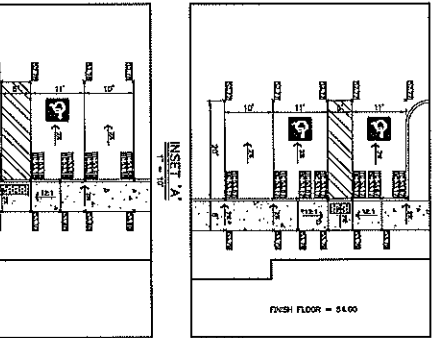
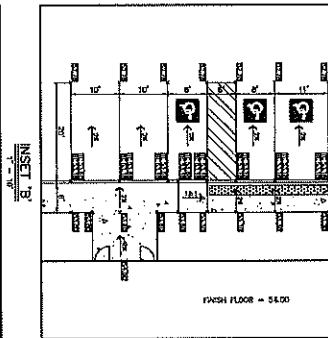
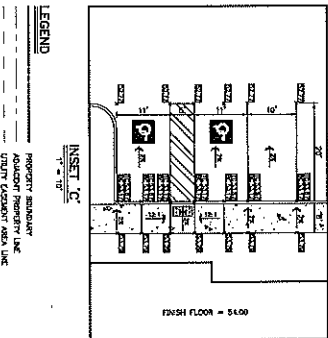
CLIENT: DRIES, N.B. 20571 WOODWICK, LLC
1711 SW 10TH AVENUE, SUITE 100, BOCA RATON, FL 33432

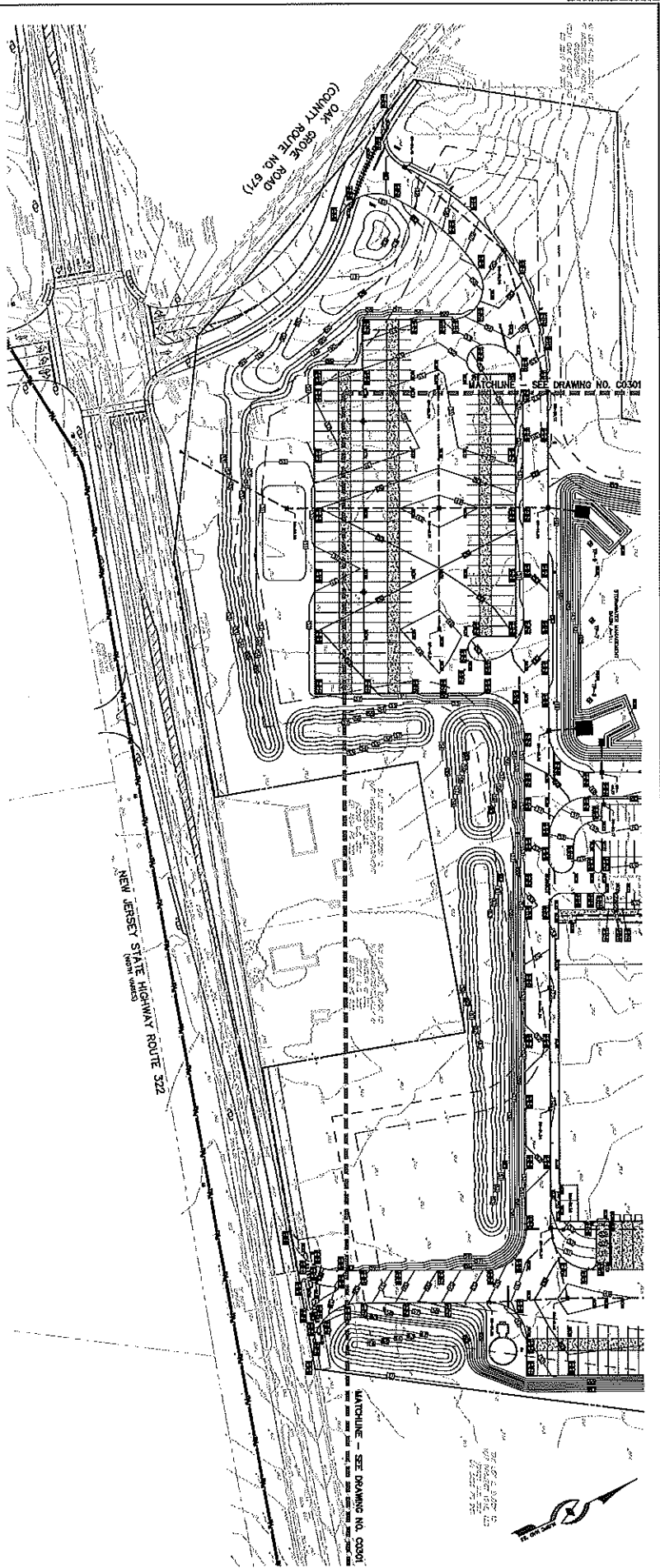
MARATHON
Design & Construction Services
14000 N.W. 27th Avenue, Suite 100, Boca Raton, FL 33432
Phone: 561-993-1100
Fax: 561-993-1101
www.marathoneng.com

C0301

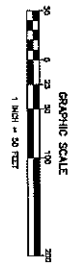
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---	PROPERTY BOUNDARY
---	EXISTING CENTER LINE
---	EXISTING RIGHT OF WAY LINE
---	EXISTING MAJOR CENTER LINE
---	PROPOSED MAJOR CENTER LINE
---	PROPOSED MINOR CENTER LINE
---	EXISTING UTILITY LOCATIONS
---	PROPOSED UTILITY LOCATIONS





CONSTRUCTION OF THIS GRADING PLAN IS SUBJECT TO THE APPROVAL OF THE COUNTY ENGINEER AND THE STATE DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY ENGINEER AND THE STATE DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY ENGINEER AND THE STATE DEPARTMENT OF TRANSPORTATION.

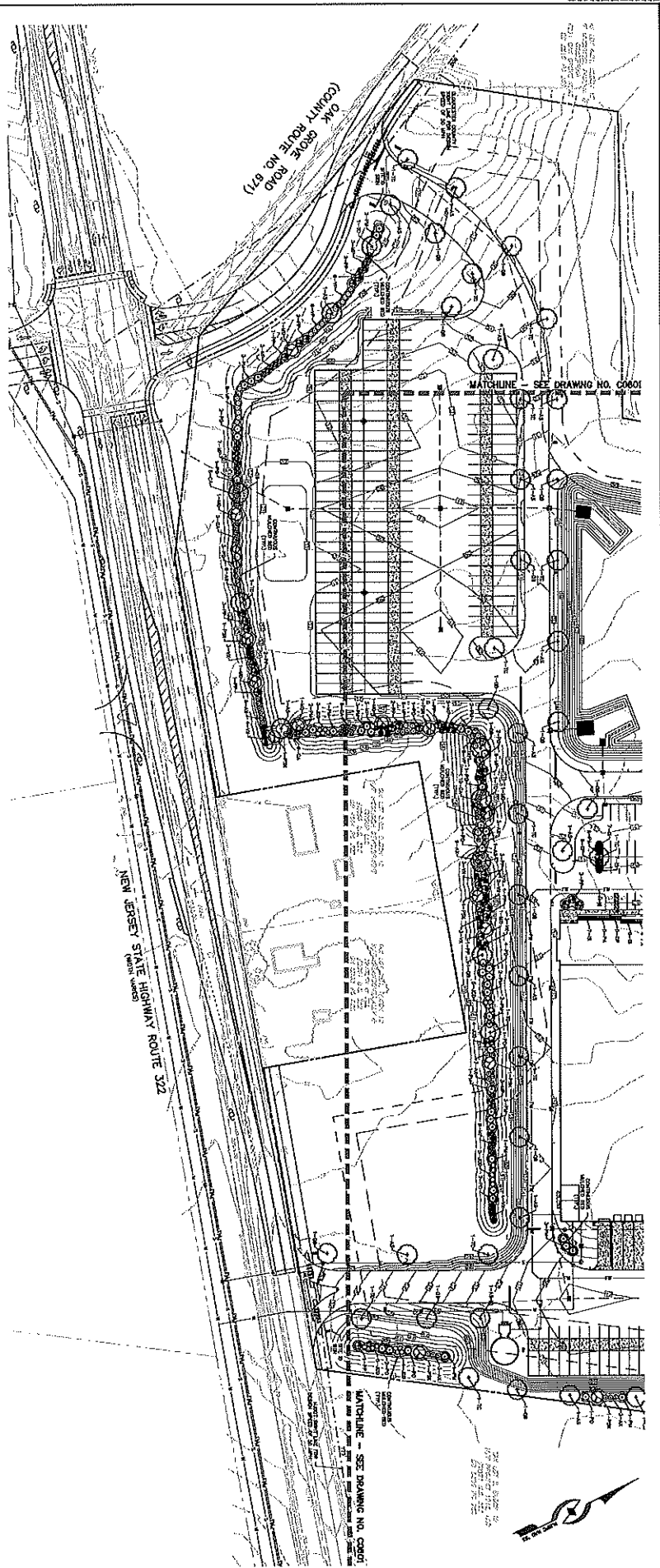


- LEGEND**
- PROPERTY BOUNDARY
 - EXISTING PROPERTY LINE
 - PROPOSED PROPERTY LINE
 - EXISTING MAJOR CENTER LINE
 - PROPOSED MAJOR CENTER LINE
 - EXISTING MINOR CENTER LINE
 - PROPOSED MINOR CENTER LINE
 - PROPOSED WATER CONTROL
 - 15% TO 1% SLOPES

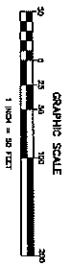
NOTE

1. SEE SHEET C0301 FOR 200' LONG
2. MATCHLINE TO SEE DRAWING NO. C0301
3. MATCHLINE TO SEE DRAWING NO. C0302

DATE: 07/27/2021	TITLE: SUBMISSION	PROJECT: 2021-000000-000000	SCALE: AS SHOWN
DRAWN BY: JESSE D. DOUGHERTY	CHECKED BY: JESSE D. DOUGHERTY	DATE: 07/27/2021	PROJECT: 2021-000000-000000
<p>2021 U.S. ROUTE 322 & OK GROVE ROAD (C.R. ROUTE 671) GRADING PLAN - SOUTH</p>			
<p>DRIVER: NAB 20577 WOLWICH, LLC 1715 N. 10TH STREET, SUITE 200 WOLWICH, OHIO 44094</p>			
<p>JESSE D. DOUGHERTY, P.E. 2019/000000 07/19/2021</p>			
<p>MARATHON Engineering & Development, Inc. 14000 W. 10TH AVENUE, SUITE 100 DENVER, CO 80202 TEL: 303.751.1000 FAX: 303.751.1001 WWW.MARATHONENR.COM</p>		<p>1" = 30' 1" = 30' 1" = 30'</p>	<p>C0302</p>



GENERAL NOTES:
 1. THIS PLAN IS A PRELIMINARY DESIGN FOR THE STATE & IS SUBJECT TO THE COUNTY COMMISSION AND THE BOARD OF SUPERVISORS OF THE COUNTY OF MONMOUTH, NEW JERSEY. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY COMMISSION AND THE BOARD OF SUPERVISORS OF THE COUNTY OF MONMOUTH, NEW JERSEY, AND THE STATE DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, NEW JERSEY, BEFORE CONSTRUCTION.



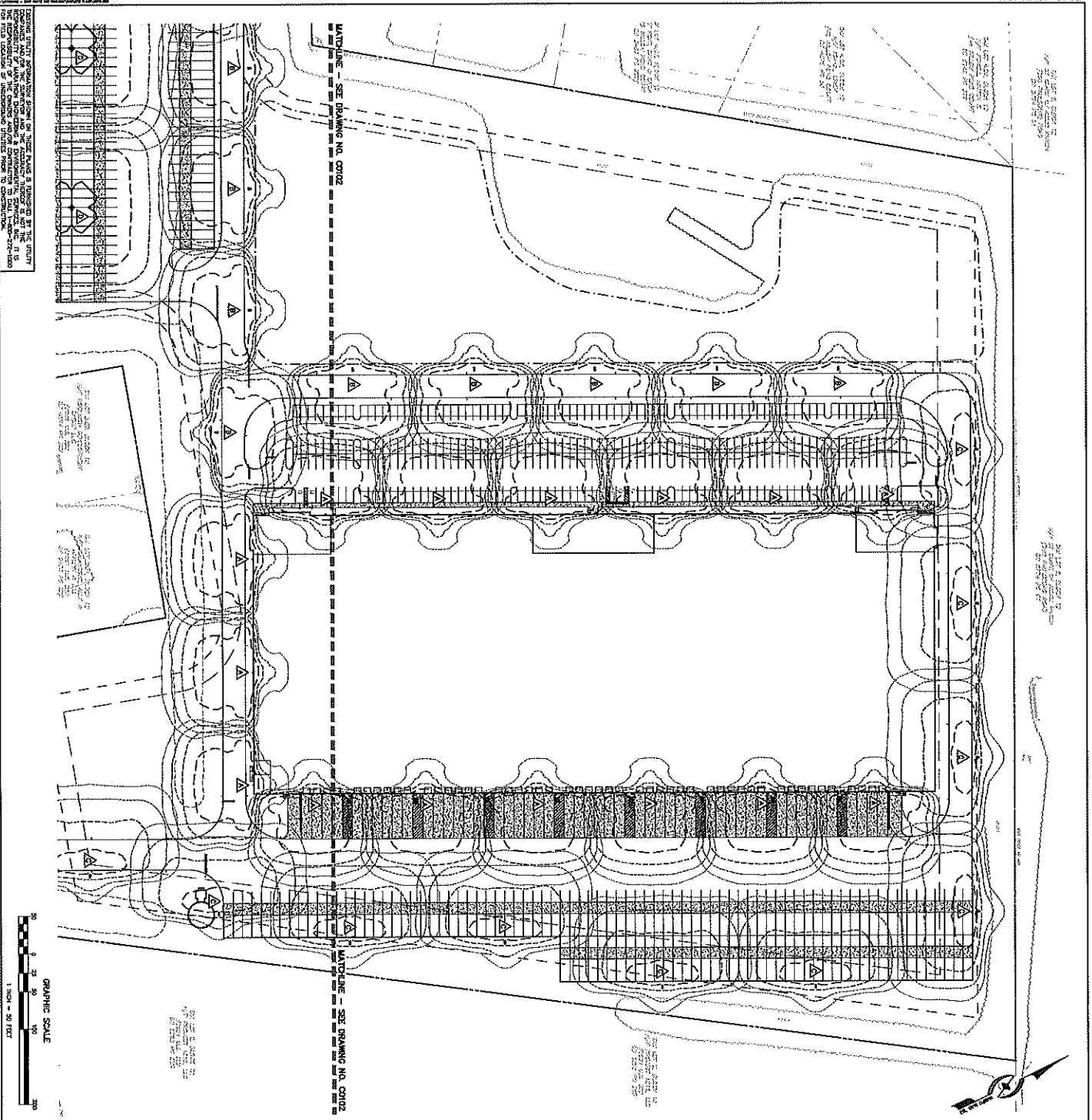
LEGEND

- PROPERTY BOUNDARY LINE
- STATE HIGHWAY ROUTE 322
- OAK GROVE ROAD (COUNTY ROUTE NO. 671)
- MATCHLINE - SEE DRAWING NO. C0601
- MATCHLINE - SEE DRAWING NO. C0602
- MATCHLINE - SEE DRAWING NO. C0603
- MATCHLINE - SEE DRAWING NO. C0604
- MATCHLINE - SEE DRAWING NO. C0605
- MATCHLINE - SEE DRAWING NO. C0606
- MATCHLINE - SEE DRAWING NO. C0607
- MATCHLINE - SEE DRAWING NO. C0608
- MATCHLINE - SEE DRAWING NO. C0609
- MATCHLINE - SEE DRAWING NO. C0610
- MATCHLINE - SEE DRAWING NO. C0611
- MATCHLINE - SEE DRAWING NO. C0612
- MATCHLINE - SEE DRAWING NO. C0613
- MATCHLINE - SEE DRAWING NO. C0614
- MATCHLINE - SEE DRAWING NO. C0615
- MATCHLINE - SEE DRAWING NO. C0616
- MATCHLINE - SEE DRAWING NO. C0617
- MATCHLINE - SEE DRAWING NO. C0618
- MATCHLINE - SEE DRAWING NO. C0619
- MATCHLINE - SEE DRAWING NO. C0620

LANDSCAPING LEGEND

- IMPROVED GRASS / SOFT TURF
- OPENING TREE
- DECIDUOUS TREE
- EVERGREEN TREE
- SHRUB MASS
- SMALL UPRIGHT LIGHT PLANT
- FRENCH LILY SWAMP

<p>DATE: 07/19/2011 DRAWN BY: JESSE D. DOUGHERTY CHECKED BY: JESSE D. DOUGHERTY PROJECT NO.: 2957 US ROUTE 322 & OAK GROVE ROAD (COUNTY ROUTE 671) CLIENT: DP/PS NAB 2957 WOODWICH, LLC 1726 SW 10TH AVENUE, SUITE 200 WEST PALM BEACH, FL 33411 JESSE D. DOUGHERTY, P.E. LANDSCAPE ARCHITECT 2011/07/19</p>	<p>MARATHON LANDSCAPE ARCHITECTS 5300 S.W. 15TH AVENUE, SUITE 100 WEST PALM BEACH, FL 33411 TEL: 561-833-1100 FAX: 561-833-1101 WWW.MARATHONLANDSCAPE.COM</p>
---	--



DATE: 07/27/2011	PROJECT: MARATHON	CLIENT: MARATHON
DRAWN BY: JESSIE D. DOUGHERTY	CHECKED BY: JESSIE D. DOUGHERTY	DATE: 07/27/2011
2057 U.S. ROUTE 322 & WAKARUSA ROAD (CA. ROUTE 67)		
DPIE'S NAB, 2057 WOODWICH, LLC		
1775 S.W. 10TH AVENUE, SUITE 200, WEST PALM BEACH, FL 33411		
JESSE D. DOUGHERTY, P.E.		
Professional Engineer, State of Florida, License No. 12178		
C0701		

LIGHTING SCHEDULE

SYM.	QTY	CONTRACT NUMBER	DESCRIPTION	LOCATION	DATE	STATUS
▲	13	104-100-100-407	100' FOOTCANDLES	100' FOOTCANDLES	08/21/11	AS
▲	5	104-100-100-407	200' FOOTCANDLES	200' FOOTCANDLES	08/21/11	AS
▲	12	104-100-100-407	300' FOOTCANDLES	300' FOOTCANDLES	08/21/11	AS
▲	3	104-100-100-407	400' FOOTCANDLES	400' FOOTCANDLES	08/21/11	AS

ISOLUX LEGEND

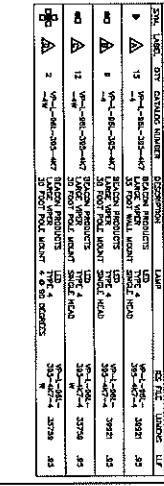
---	100 FOOTCANDLES
---	200 FOOTCANDLES
---	300 FOOTCANDLES
---	400 FOOTCANDLES

LEGEND

---	PROPERTY BOUNDARY
---	UTILITY EASEMENT AREA LINE
---	PROPOSED STREETLIGHT MANUFACTURER DATA

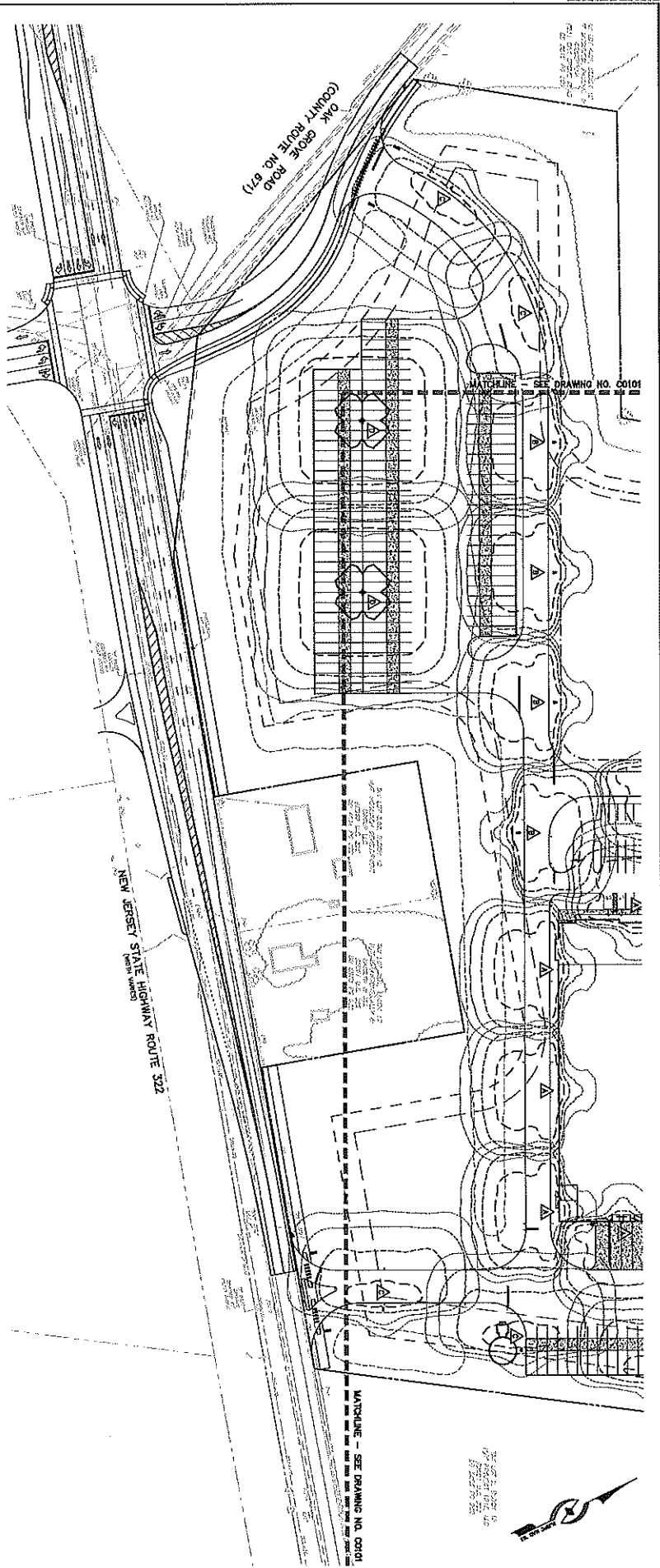
NOTES

- ALL LIGHTING SIZES AND DESCRIPTIONS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
- FIXTURES SHALL BE PLACED TO AVOID SHADOWS ON THE MARATHON COURSE.
- LIGHTING SCHEDULE WILL BE PROVIDED TO MANUFACTURER FOR SPECIFIC INFORMATION.



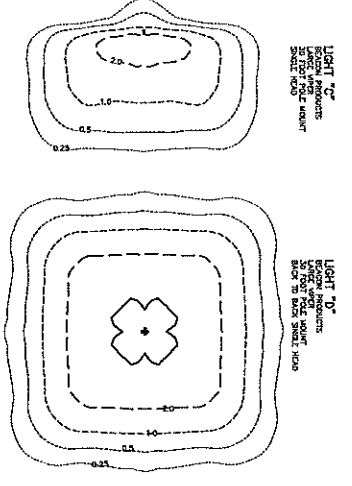
LIGHT 'M'
 1.0
0.5
0.0

LIGHT 'S'
 0.5
0.0



- ISOLUX LEGEND**
- 0.5m PHOTOFACTORS
 - 1.0m PHOTOFACTORS
 - 2.0m PHOTOFACTORS
 - 5.0m PHOTOFACTORS
- NOTES**
1. ALL LIGHTING DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH STANDARDS SET FORTH IN THE ILLUMINANCE SCHEDULE.
 2. LIGHTING SHALL BE PROVIDED TO SERVE PURPOSES TO ADVISORY RESIDENTIAL, PROPERTIES IF APPLICABLE.

SYM	DESCRIPTION	TYPE	WATTAGE	HEIGHT	SPACING
1	100-100-100-100	RECESSED DOWNLIGHT	100	100	100
2	100-100-100-100	RECESSED DOWNLIGHT	100	100	100
3	100-100-100-100	RECESSED DOWNLIGHT	100	100	100
4	100-100-100-100	RECESSED DOWNLIGHT	100	100	100
5	100-100-100-100	RECESSED DOWNLIGHT	100	100	100
6	100-100-100-100	RECESSED DOWNLIGHT	100	100	100
7	100-100-100-100	RECESSED DOWNLIGHT	100	100	100



LEGEND

- PROPERTY BOUNDARY
- ADJACENT PROPERTY LINE
- UTILITY EXCAVATION AREA LINE
- PROPOSED STIPPLED/SHADING AREA

GRAPHIC SCALE

1 inch = 40 feet

PROJECT: 2057 US ROUTE 322 & OAK GROVE ROAD (C.R. 671)

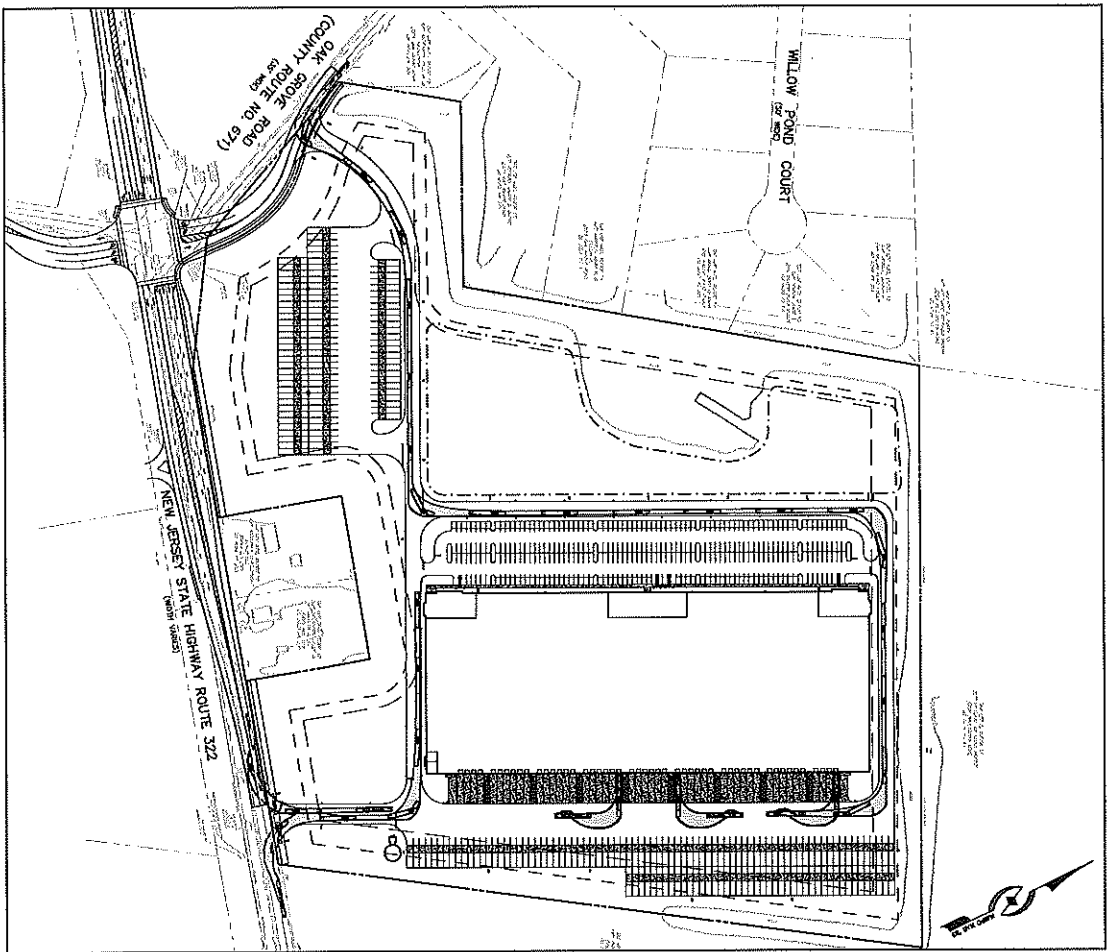
CLIENT: DIRECT N&B 2057 WOOLWICH LLC

DESIGNER: JESSE D. DOLGHERTY, P.E.

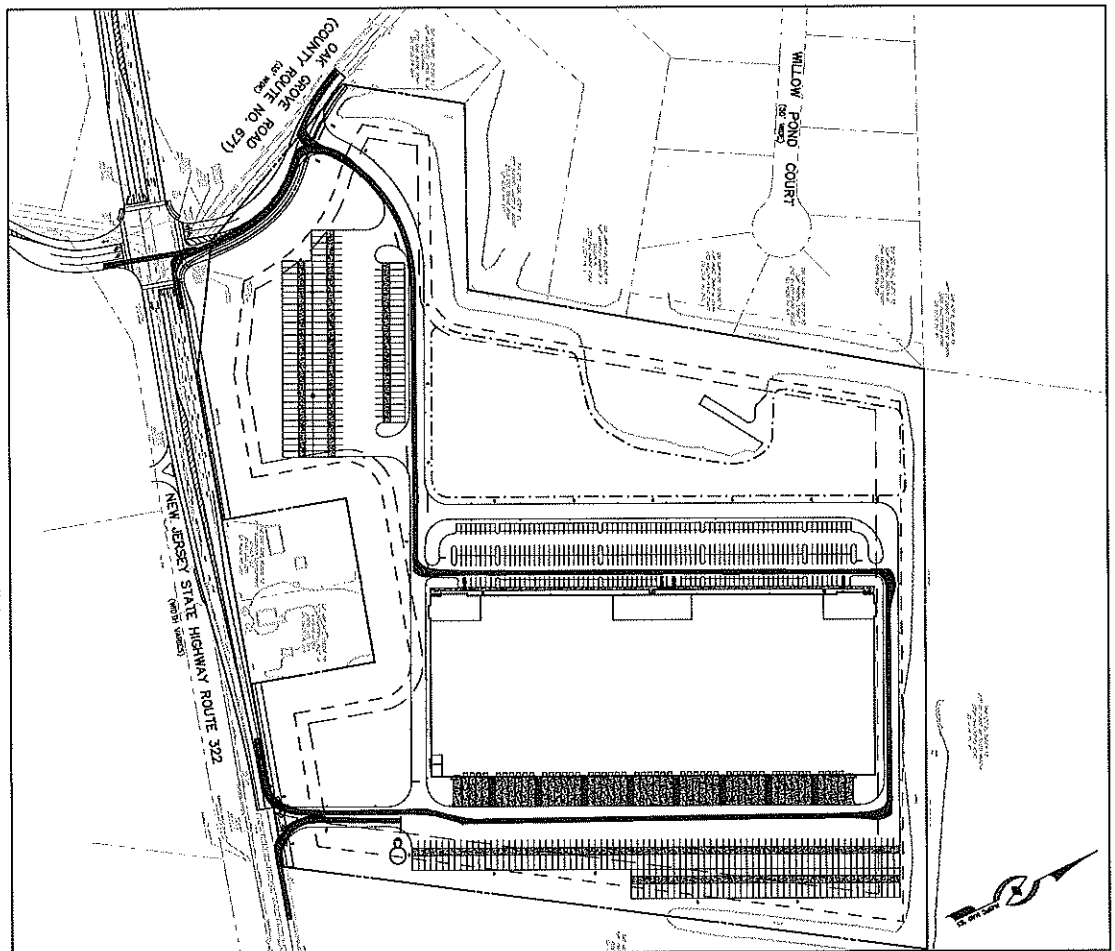
DATE: 07/19/2011

MARATHON
 Lighting & Electrical Design
 1400 W. 10th Street, Suite 100
 Oklahoma City, Oklahoma 73106
 Phone: (405) 555-1111
 Fax: (405) 555-1112
 Website: www.marathonlighting.com

PROJECT NO: C0702



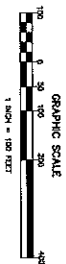
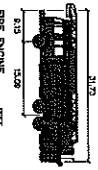
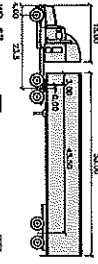
WB-57 TRUCK TURNING MOVEMENT DETAIL
1" = 100'



FIRE TRUCK TURNING MOVEMENT DETAIL
1" = 100'

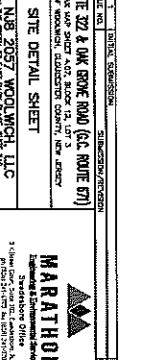
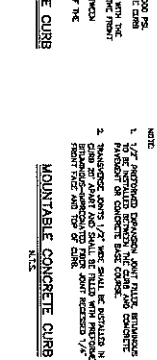
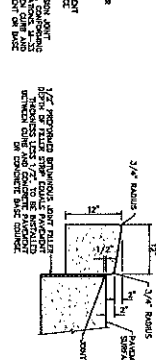
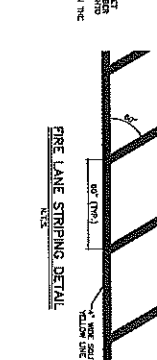
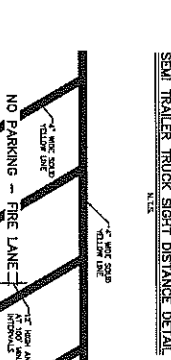
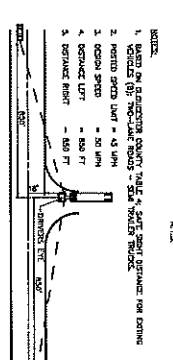
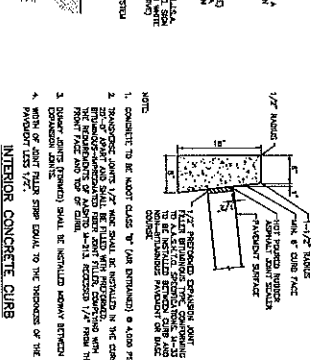
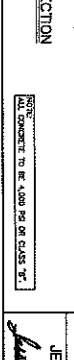
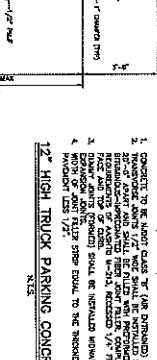
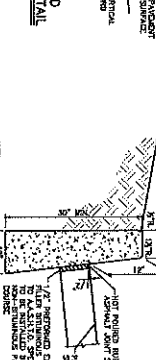
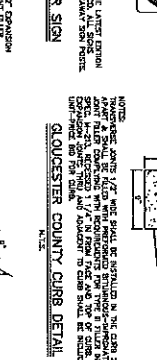
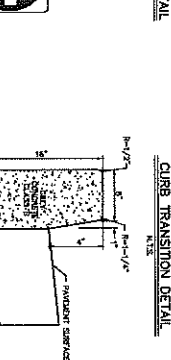
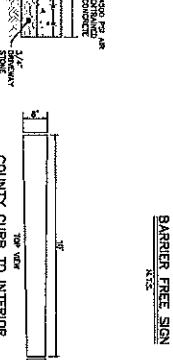
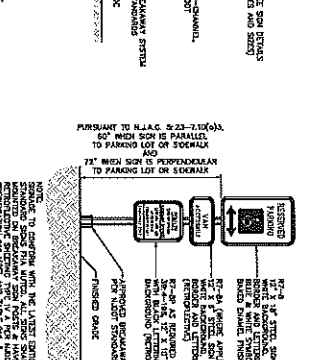
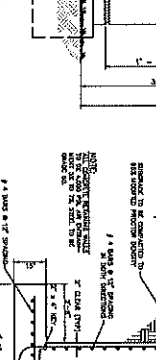
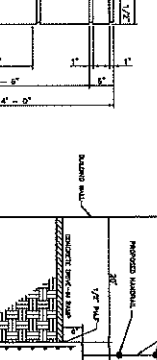
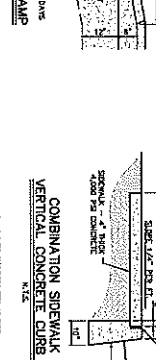
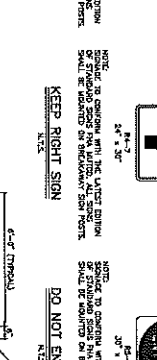
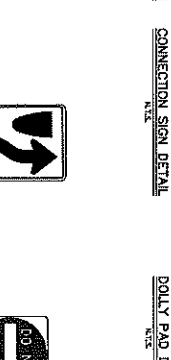
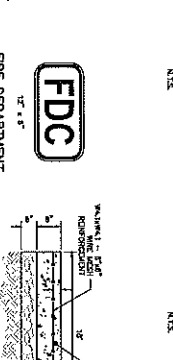
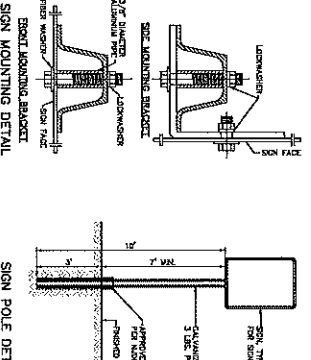
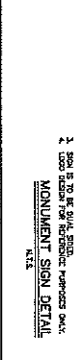
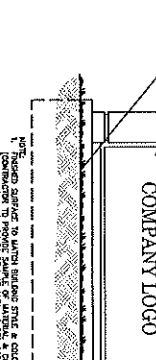
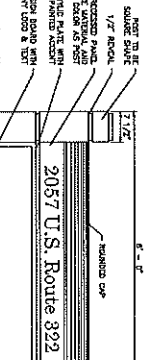
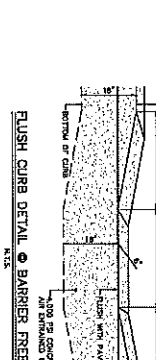
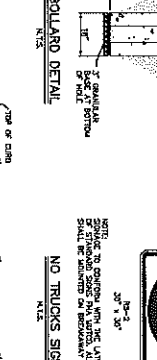
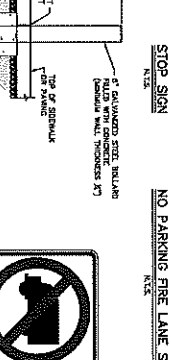
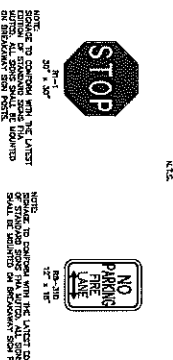
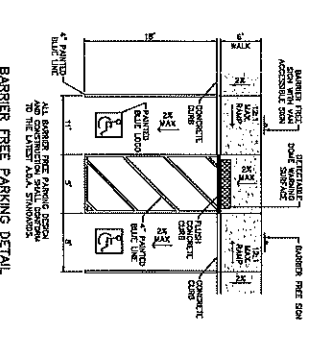
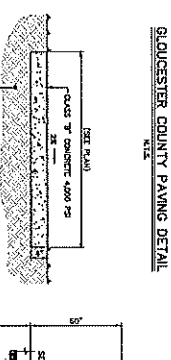
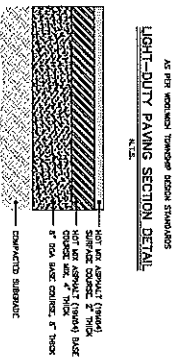
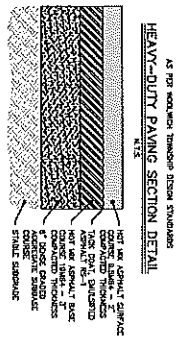
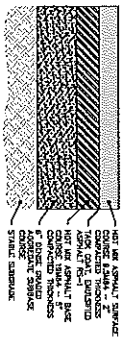
LEGEND

- PROPERTY BOUNDARY
- EXISTING HOV-3-LANE LANE
- PROPOSED HOV-3-LANE LANE
- PROPOSED DRIVE LANE
- PROPOSED SIDEWALK
- PROPOSED SIGN LIGHT LINE



THIS PLAN IS THE PROPERTY OF MARATHON ENGINEERING AND ARCHITECTURE, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MARATHON ENGINEERING AND ARCHITECTURE, INC. THE INFORMATION ON THIS PLAN IS BASED ON THE INFORMATION PROVIDED TO MARATHON ENGINEERING AND ARCHITECTURE, INC. BY THE CLIENT. MARATHON ENGINEERING AND ARCHITECTURE, INC. DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED TO MARATHON ENGINEERING AND ARCHITECTURE, INC. BY THE CLIENT. MARATHON ENGINEERING AND ARCHITECTURE, INC. IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. MARATHON ENGINEERING AND ARCHITECTURE, INC. IS NOT RESPONSIBLE FOR ANY CONSEQUENCES ARISING FROM THE USE OF THIS PLAN.

<p>DATE: 07/27/2011 DRAWN BY: JESSE D. DOUGHERTY CHECKED BY: JESSE D. DOUGHERTY PROJECT: 2057 US ROUTE 322 & OAK GROVE ROAD (C.R. ROUTE 671) TRAFFIC CIRCULATION PLAN DESIGNED BY: JESSE D. DOUGHERTY 1775 W. NEW JERSEY STATE HIGHWAY 322, SUITE 500 JESSE D. DOUGHERTY, P.E. 2011/07/27</p>	<p>MARATHON ENGINEERING AND ARCHITECTURE, INC. 1775 W. NEW JERSEY STATE HIGHWAY 322, SUITE 500 JESSE D. DOUGHERTY, P.E. 2011/07/27</p>	<p>PROJECT NO.: 2057 SHEET NO.: 001 TOTAL SHEETS: 001</p>
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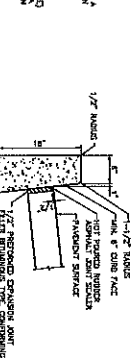
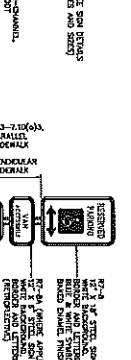
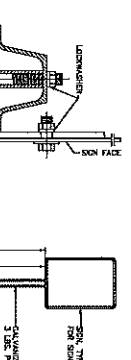
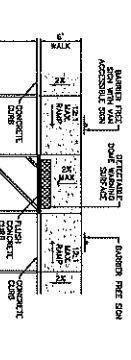
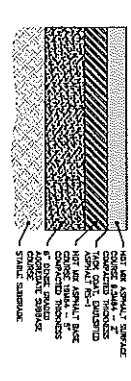
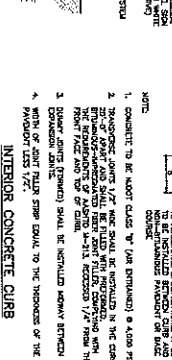
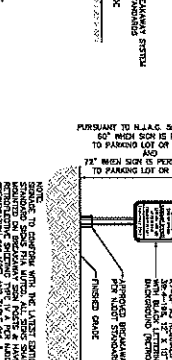
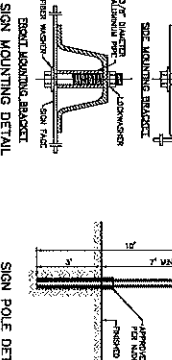
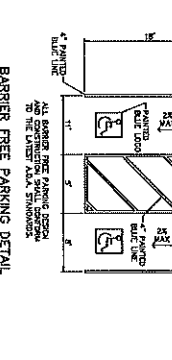
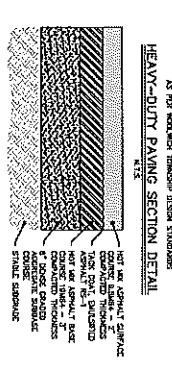
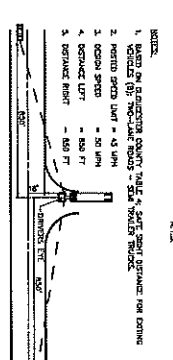
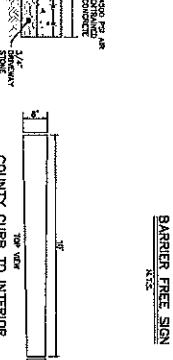
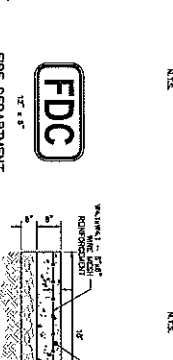
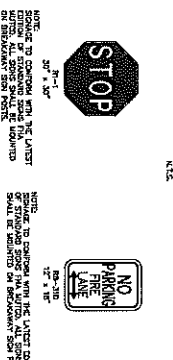
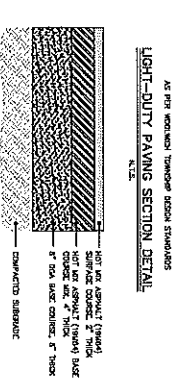
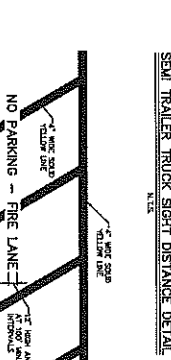
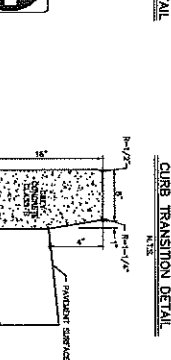
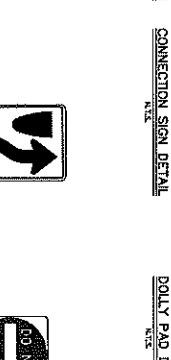
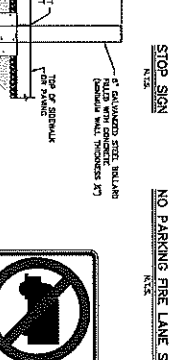
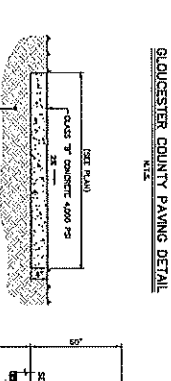
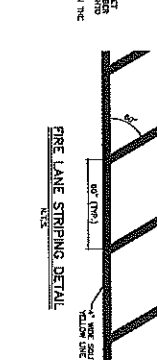
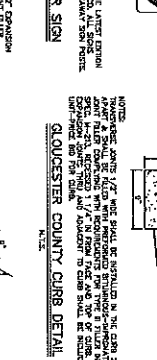
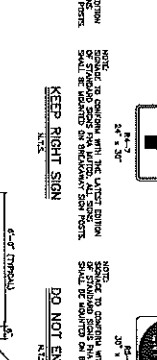
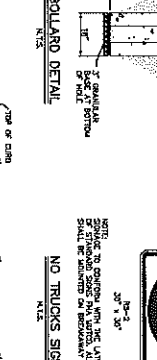
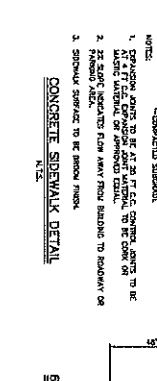
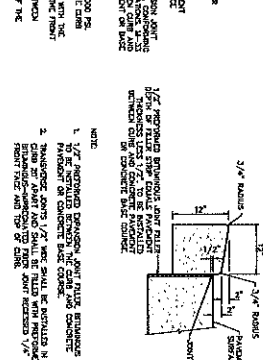
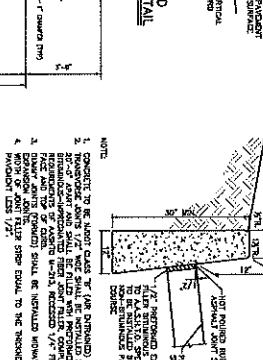
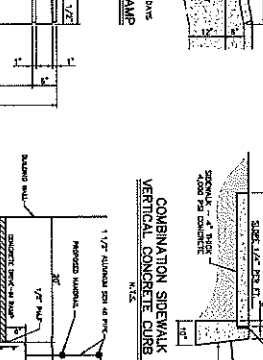
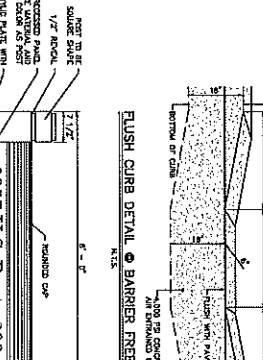
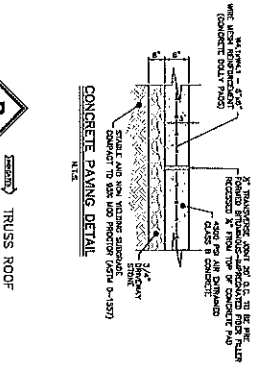
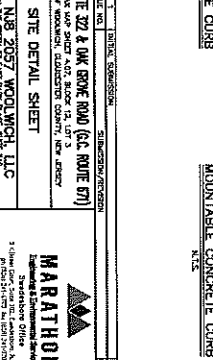
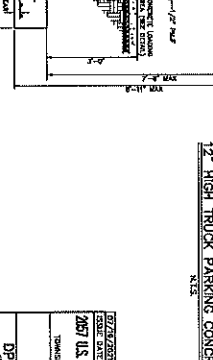
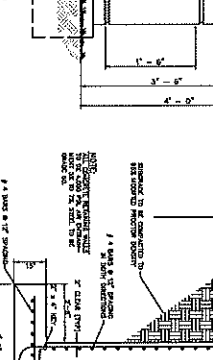
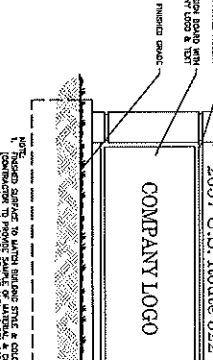
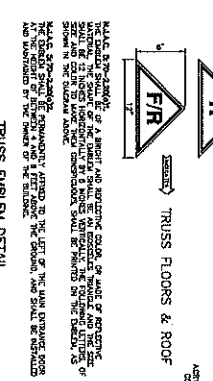
GENERAL NOTES:
1. ALL DIMENSIONS UNLESS OTHERWISE NOTED
2. CONCRETE SHALL BE 4000 PSI
3. 4" MIN. THICKNESS
4. 4" MIN. CURB HEIGHT

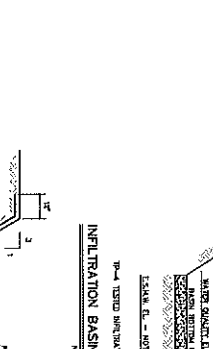
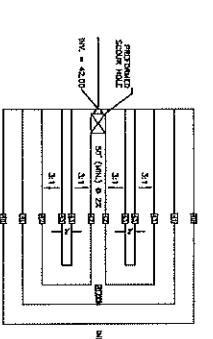
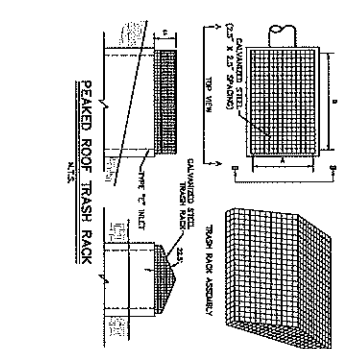
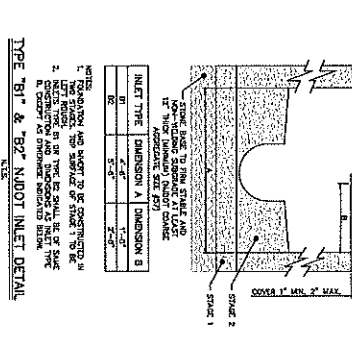
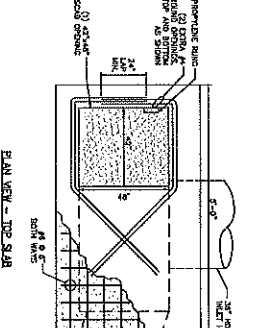
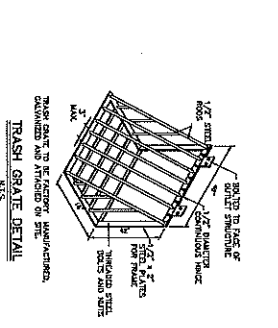
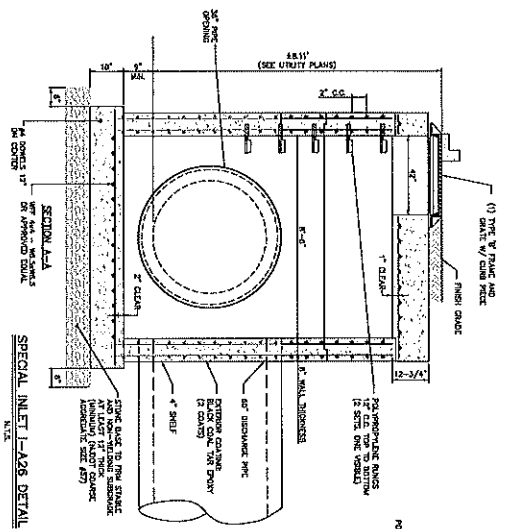
GENERAL NOTES:
1. SIGN SHALL BE 30" x 30"
2. MOUNTING SHALL BE 48" HIGH

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2. MOUNTING SHALL BE 48" HIGH

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GENERAL NOTES:
1. SIGN SHALL BE 30" x 30"
2. MOUNTING SHALL BE 48" HIGH





GRASS SWALE DETAIL FOR GREEN INFRASTRUCTURE REQUIREMENT

NOTE: 1. THE GRASS SWALE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAILS SHOWN AND SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN.

INFILTRATION BASIN #1 SECTION DETAIL

NOTE: 1. THE INFILTRATION BASIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAILS SHOWN AND SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN.

BASIN 1 OVERFLOW SPILLWAY DETAIL

NOTE: 1. SPILLWAY TO BE OVER 12" HIGH.

SOIL LOGS

1. ALL CONCRETE TO BE CLASS 3000 PSI OF CLASS "B".

PROJECT INFORMATION

2857 US ROUTE 322 & OWK GOLF ROAD (CA. ROAD 670)

DESIGNER

JESSE D. DOLICHERTY, P.E.

CLIENT

DRIPET, LLC 2857 WOODWICH, LLC

DATE

07/27/2021

SCALE

AS SHOWN

PROJECT NO.

2103

DATE PLOTTED

07/27/2021

PLANNER

JESSE D. DOLICHERTY, P.E.

SCALE

AS SHOWN

PROJECT NO.

2103

DATE PLOTTED

07/27/2021

PLANNER

JESSE D. DOLICHERTY, P.E.

NO.	DESCRIPTION	DATE	BY	CHECKED
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2	ISSUED FOR CONSTRUCTION	07/27/2021	JDD	JDD

NO.	DESCRIPTION	DATE	BY	CHECKED
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2	ISSUED FOR CONSTRUCTION	07/27/2021	JDD	JDD

NO.	DESCRIPTION	DATE	BY	CHECKED
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2	ISSUED FOR CONSTRUCTION	07/27/2021	JDD	JDD

NO.	DESCRIPTION	DATE	BY	CHECKED
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2	ISSUED FOR CONSTRUCTION	07/27/2021	JDD	JDD

NO.	DESCRIPTION	DATE	BY	CHECKED
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2	ISSUED FOR CONSTRUCTION	07/27/2021	JDD	JDD

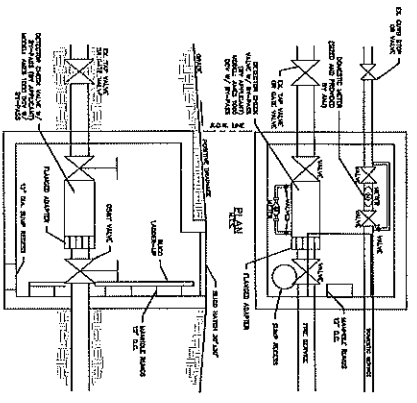
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2	ISSUED FOR CONSTRUCTION	07/27/2021	JDD	JDD

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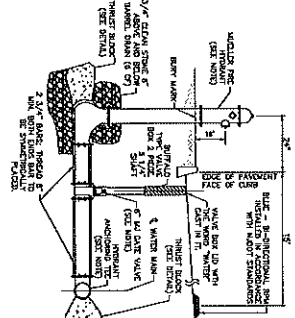
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2	ISSUED FOR CONSTRUCTION	07/27/2021	JDD	JDD

NO.	DESCRIPTION	DATE	BY	CHECKED
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2	ISSUED FOR CONSTRUCTION	07/27/2021	JDD	JDD

NO.	DESCRIPTION	DATE	BY	CHECKED
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2	ISSUED FOR CONSTRUCTION	07/27/2021	JDD	JDD



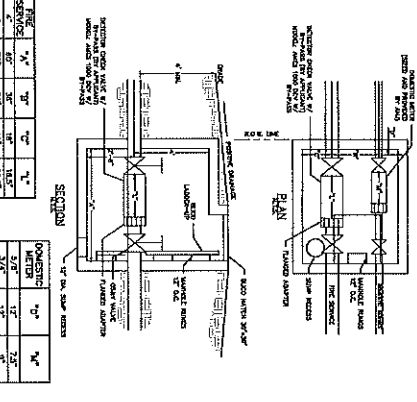
FIRE HYDRANT ASSEMBLY DETAIL
N.T.S.



CONCRETE NOTES:
 1. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% MINIMUM REINFORCEMENT.
 2. ALL CONCRETE SHALL BE PLACED AND FINISHED WITHIN 24 HOURS OF POURING.
 3. REINFORCEMENT SHALL BE PLACED AND TIED TO THE CONCRETE'S SURFACE.

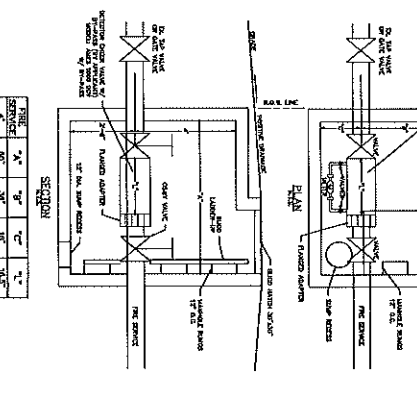
PIPE HYDRANT NOTES:
 1. ALL HYDRANT PIPES SHALL BE 12" DIA. DUCT IRON PIPE WITH 150 LB. CLASS FLANGES.
 2. ALL HYDRANT PIPES SHALL BE 12" DIA. DUCT IRON PIPE WITH 150 LB. CLASS FLANGES.

ASSEMBLY SPECIFICATIONS:
 1. ALL HYDRANT PIPES SHALL BE 12" DIA. DUCT IRON PIPE WITH 150 LB. CLASS FLANGES.
 2. ALL HYDRANT PIPES SHALL BE 12" DIA. DUCT IRON PIPE WITH 150 LB. CLASS FLANGES.



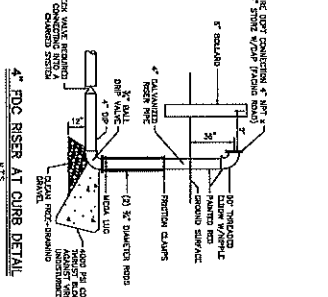
LARGE METER INSTALLATION DETAIL
N.T.S.

PIPE SIZE	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"
CONCRETE THICKNESS	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"
CONCRETE COVER	2"	2"	2"	2"	2"	2"	2"	2"	2"	2"	2"

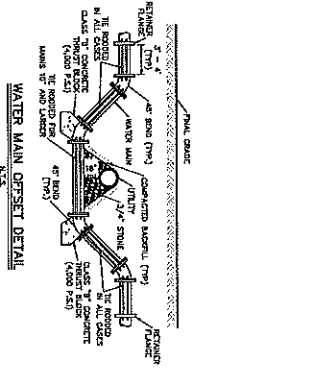


LARGE METER VAULT DETECTOR CHECK VALVE W/ BYPASS DETAIL
N.T.S.

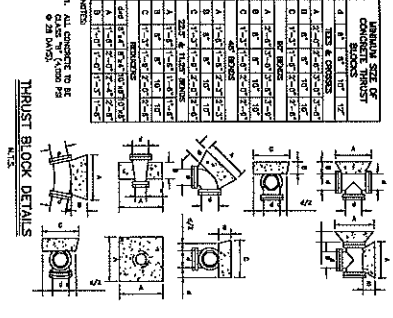
PIPE SIZE	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"
CONCRETE THICKNESS	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"
CONCRETE COVER	2"	2"	2"	2"	2"	2"	2"	2"	2"	2"	2"



4\"/>



WATER MAIN OFFSET DETAIL
N.T.S.



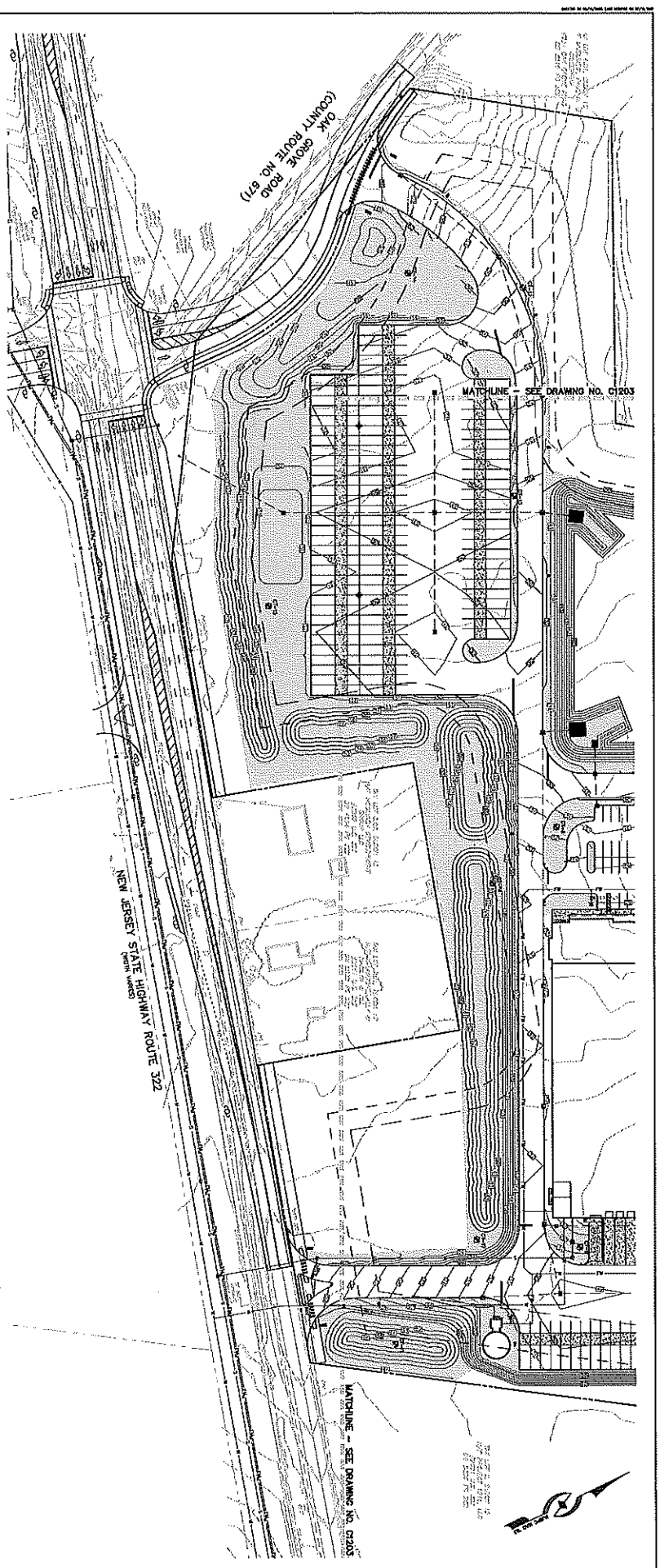
THRUST BLOCK DETAILS
N.T.S.

PIPE SIZE	1/2"	3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	10"	12"
CONCRETE THICKNESS	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"	4"
CONCRETE COVER	2"	2"	2"	2"	2"	2"	2"	2"	2"	2"	2"

GENERAL NOTES:
 1. ALL CONCRETE SHALL BE 4000 PSI STRENGTH WITH 4% MINIMUM REINFORCEMENT.
 2. ALL CONCRETE SHALL BE PLACED AND FINISHED WITHIN 24 HOURS OF POURING.
 3. REINFORCEMENT SHALL BE PLACED AND TIED TO THE CONCRETE'S SURFACE.

NOTE:
 ALL CONCRETE TO BE CLASS 4000 PSI OR CLASS 5000 PSI.

DATE: 07/17/2021	SCALE: AS SHOWN	PROJECT: 2057 US ROUTE 327 & HWY 670
DRAWN BY: JESSE D. DOUGHERTY	CHECKED BY: JESSE D. DOUGHERTY	DATE: 07/17/2021
WATER MAIN DETAIL SHEET DP/E3 NUB 2057 WOODWICH, LLC 7711 S.W. 10TH AVENUE, SUITE 200 MIAMI, FL 33156		
JESSE D. DOUGHERTY, P.E. PROFESSIONAL ENGINEER LICENSE NO. 12487		
2101 S.W. 10TH AVENUE, SUITE 200 MIAMI, FL 33156 (305) 551-1111 WWW.MARATHONENGINEERING.COM		
SCALE: AS SHOWN	DATE: 07/17/2021	PROJECT: 2057 US ROUTE 327 & HWY 670
DATE: 07/17/2021	SCALE: AS SHOWN	PROJECT: 2057 US ROUTE 327 & HWY 670
DATE: 07/17/2021	SCALE: AS SHOWN	PROJECT: 2057 US ROUTE 327 & HWY 670



SOIL DE-COMPACTION AND TESTING REQUIREMENTS

SOIL COMPACTION TESTING REQUIREMENTS

1. SUBGRADE SHALL BE TO THE DEPTH OF 18" BELOW THE FINISHED GRADE AND SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION TO A DEPTH OF 6" ABOVE TO SURFACE THE FINISHED GRADE.
2. ALL SOILS TO BE COMPACTED SHALL BE TESTED TO THE DEPTH OF 6" ABOVE TO SURFACE THE FINISHED GRADE.
3. ON THE COMPACTED SOIL SURFACE, THE FINISHED GRADE SHALL BE TO THE DEPTH OF 6" ABOVE TO SURFACE THE FINISHED GRADE.
4. THE FINISHED GRADE SHALL BE TO THE DEPTH OF 6" ABOVE TO SURFACE THE FINISHED GRADE.

COMPACTION TESTING METHODS

- A. PROBE TEST (SEE SPEC)
- B. SAND CONE TEST (SEE SPEC)
- C. NUCLEAR DENSITY TEST (SEE SPEC)
- D. SAND CONE TEST (SEE SPEC)

PROCEDURES FOR SOIL COMPACTION METHOD

PROCEDURES FOR SOIL COMPACTION METHOD TO BE USED TO VERIFY THE COMPACTION OF THE SUBGRADE SHALL BE TO THE DEPTH OF 18" BELOW THE FINISHED GRADE AND SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION TO A DEPTH OF 6" ABOVE TO SURFACE THE FINISHED GRADE.

LEGEND

- PROPERTY BOUNDARY
- ADJACENT LOT LINE
- SOIL COMPACTION TEST POINTS
- SOIL COMPACTION TEST GRID

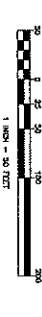
LEGEND

- PROPERTY BOUNDARY
- ADJACENT LOT LINE

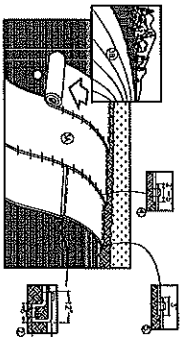
PROBING WIRE TEST



HANDHELD SOIL PENETROMETER TEST

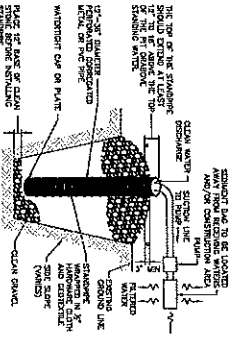


DATE: 07/28/2021	DRAWN BY: JESSE D. DOUGHERTY	SCALE: AS SHOWN
PROJECT: 2057 US ROUTE 322 & OK GROVE ROAD (CT. ROUTE 671)		
SUBJECT: SOIL COMPACTION PLAN - SOUTH		
DESIGNER: JESSE D. DOUGHERTY, P.E.		
DATE: 07/28/2021		
1500 ROUTE 322, SUITE 100 NEW JERSEY STATE HIGHWAY ROUTE 322 NEW JERSEY 07033		
PROJECT NO.	DATE	BY
C1204	07/28/21	JDD



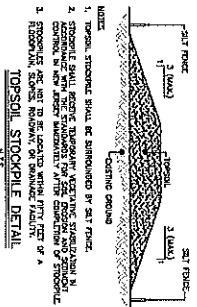
1. THE SLOPE SHALL BE EXCAVATED TO A MINIMUM OF 1:1. THE SLOPE SHALL BE EXCAVATED TO A MINIMUM OF 1:1. THE SLOPE SHALL BE EXCAVATED TO A MINIMUM OF 1:1.
2. THE SLOPE SHALL BE EXCAVATED TO A MINIMUM OF 1:1. THE SLOPE SHALL BE EXCAVATED TO A MINIMUM OF 1:1. THE SLOPE SHALL BE EXCAVATED TO A MINIMUM OF 1:1.
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SLOPE BLANKET INSTALLATION DETAIL



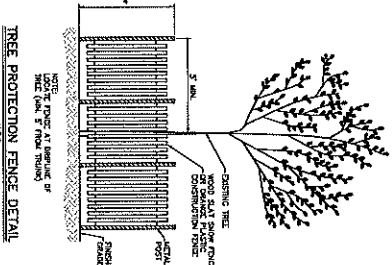
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TEMPORARY SLUMP PIT DURING CONSTRUCTION

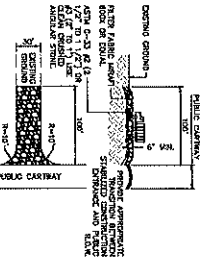


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STANDARD SILT FENCE DETAIL

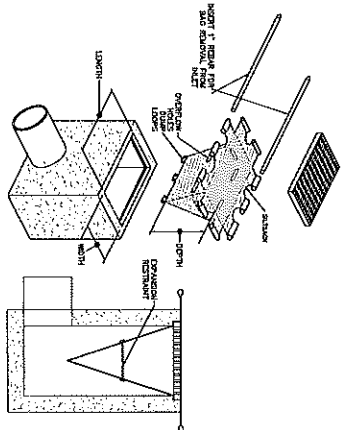


TREE PROTECTION FENCE DETAIL

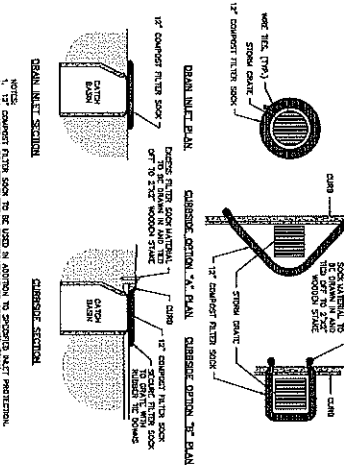


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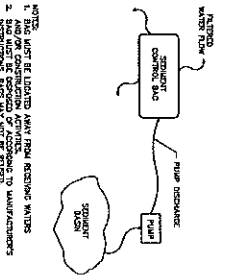
STABILIZED CONSTRUCTION ENTRANCE DETAIL



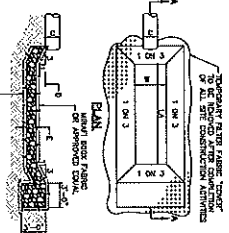
INLET PROTECTION DETAIL



12" COMPOST FILTER SOCK DETAIL



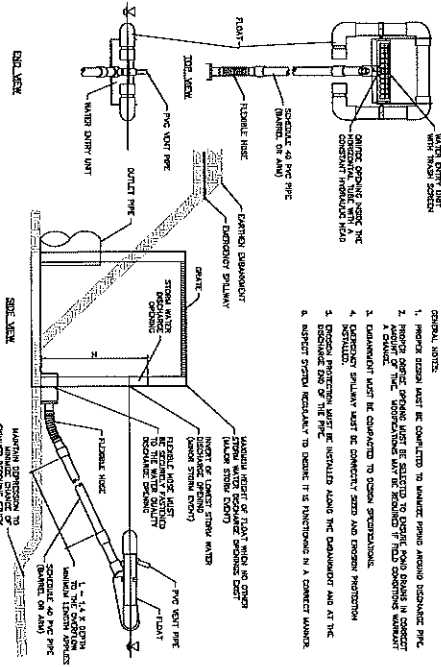
SEDIMENT CONTROL BAG FOR DEMATTEING DETAIL



PREPARED SCOUR HOLE DETAIL

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FAIRCLOTH SKIMMER DISCHARGE SYSTEM WITH OUTLET STRUCTURE DETAIL

DATE: 07/12/2011
 DRAWN: JESSE D. DOLGHERTY
 CHECKED: JESSE D. DOLGHERTY
 PROJECT: 2057 US ROUTE 322 & IWK BRIDGE ROAD (DC ROUTE 671)
 SHEET: SOIL EROSION AND SEDIMENT CONTROL DETAIL SHEET
 CLIENT: DEP/3 N&B 2057 WOODWICH, LLC
 DESIGNER: JESSE D. DOLGHERTY, P.E.
 MARATHON Environmental Development Company
 1100 West 10th Street, Suite 100
 Oklahoma City, Oklahoma 73106
 Phone: (405) 241-1100
 Fax: (405) 241-1101
 Email: info@marathonenv.com
 License: Professional Engineer No. 10000
 State: Oklahoma
 Scale: AS SHOWN
 Project No: 07110011
 Sheet No: 01302

EXHIBIT "C"

Development Costs - 336,700 SF building

Land Acquisition	\$5,900,000
Land Due Diligence, Closing Costs and Brokerage Fees	\$862,000
Design - Architectural & Engineering	\$465,000
Permit & Approvals	\$1,484,293
Site Improvements / Demo	\$7,181,500
Offsite Improvements	\$1,235,681
Shell Construction	\$13,113,570
Legal - Construction Contract and Lease Agreements	\$47,500
GC Fees	\$1,112,777
Property Taxes and Insurance during Construction	\$115,000
Development Management Fee	\$1,078,165
Financing Fees - (Loan Fees @ 0.65%)	\$145,006
Financing Fees - (Placement Fee @ 0.35%)	\$78,080
Financing Fee - Legal & Appraisal	\$65,000
Construction Loan Interest	\$851,804
Leasing Commissions & Marketing	\$767,269
Tenant Improvements	\$1,010,100
Total Estimated Project Costs	\$35,512,745

EXHIBIT "D"

2057 U.S. Route 322 – Block 12, Lot 3

ASC ESTIMATED CALCULATION

Year	Calendar Year	Total Tax without PILOT	ASC	Estimated Annual Gross Revenue
	2021	\$138,626.12		
1	2022	\$942,657.64	\$420,875.00	\$1,801,345.00
2	2023	\$961,510.80	\$420,875.00	\$1,837,371.90
3	2024	\$980,741.01	\$420,875.00	\$1,874,119.34
4	2025	\$1,000,355.83	\$420,875.00	\$1,911,601.72
5	2026	\$1,020,362.95	\$420,875.00	\$1,949,833.76
6	2027	\$1,040,770.21	\$420,875.00	\$1,988,830.43
7	2028	\$1,061,585.61	\$420,875.00	\$2,028,607.04
8	2029	\$1,082,817.32	\$420,875.00	\$2,069,179.18
9	2030	\$1,104,473.67	\$420,875.00	\$2,110,562.77
10	2031	\$1,126,563.14	\$420,875.00	\$2,152,774.02
11	2032	\$1,149,094.41	\$420,875.00	\$2,195,829.50
12	2033	\$1,172,076.30	\$420,875.00	\$2,239,746.09
13	2034	\$1,195,517.82	\$420,875.00	\$2,284,541.02
14	2035	\$1,219,428.18	\$487,771.27	\$2,330,231.84
15	2036	\$1,243,816.74	\$497,526.70	\$2,376,836.47
16	2037	\$1,268,693.08	\$507,477.23	\$2,424,373.20
17	2038	\$1,294,066.94	\$517,626.77	\$2,472,860.67
18	2039	\$1,319,948.28	\$527,979.31	\$2,522,317.88
19	2040	\$1,346,347.24	\$538,538.90	\$2,572,764.24
20	2041	\$1,373,274.19	\$549,309.67	\$2,624,219.52
21	2042	\$1,400,739.67	\$840,443.80	\$2,676,703.91
22	2043	\$1,428,754.46	\$857,252.68	\$2,730,237.99
23	2044	\$1,457,329.55	\$874,397.73	\$2,784,842.75
24	2045	\$1,486,476.14	\$891,885.69	\$2,840,539.61
25	2046	\$1,516,205.67	\$909,723.40	\$2,897,350.40
26	2047	\$1,546,529.78	\$1,237,223.82	\$2,955,297.41
27	2048	\$1,577,460.38	\$1,261,968.30	\$3,014,403.35
28	2049	\$1,609,009.58	\$1,287,207.67	\$3,074,691.42
29	2050	\$1,641,189.77	\$1,312,951.82	\$3,136,185.25
30	2051	\$1,674,013.57	\$1,339,210.86	\$3,198,908.95

\$19,909,870.62

EXHIBIT E

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

2019-25

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

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

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

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

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

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

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


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

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

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

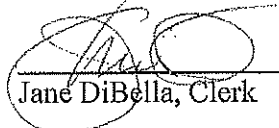
3. The above referenced Amended Redevelopment Plan will be on file in the office of the Woolwich Township Clerk for review by the public during normal business hours.

TOWNSHIP OF WOOLWICH



Vernon Marino, Mayor

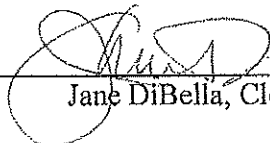
ATTEST:



Jane DiBella, Clerk

CERTIFICATION

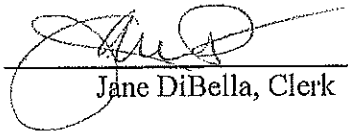
The foregoing Ordinance was introduced upon first reading by the Township Committee of the Township of Woolwich at a meeting held on the 16TH day of December, 2019. It will be further considered for final adoption upon a second reading and subsequent to a public hearing to be held on such ordinance at which time any interested person(s) may be heard. Said meeting is to be conducted on the 30th day of December, 2019 at the Woolwich Township Building, 120 Village Green Drive, Woolwich Township, New Jersey, beginning at 5:00 p.m.



Jane DiBella, Clerk

CERTIFICATION OF ADOPTION

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



Jane DiBella, Clerk

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

2021-11

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

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

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

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

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

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

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

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

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

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

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

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

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST:

Jane DiBella, Clerk

CERTIFICATION

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

Jane DiBella, Clerk

CERTIFICATION OF ADOPTION

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

Jane DiBella, Clerk

EXHIBIT “F”

FOR EXECUTION

Exhibit A
Application

FOR EXECUTION

Exhibit B

Township Committee Ordinance

FOR EXECUTION

Exhibit C

Formation Document of Urban Renewal Entity

LLC

FILED

SEP 08 2021

STATE TREASURER

CERTIFICATE OF FORMATION
OF

DPIF3 NJ 8 2057 WOOLWICH URBAN RENEWAL ENTITY, LLC

The Name of the Limited Liability Entity is **DPIF3 NJ 8 2057 Woolwich Urban Renewal Entity, LLC** (the "Entity").

Registered Agent in New Jersey: Cogency Global Inc.

Registered Office in New Jersey: 14 Scenic Drive, Dayton, NJ 08810

The Entity has one or more Members.

The Entity's existence is perpetual.

Other Matters:

- 0600474406
- a) The business of the Entity shall be to construct, own, and operate a commercial development project and related facilities on land located within a redevelopment area in the Township of Woolwich, New Jersey (hereinafter "Project").
 - b) Additional Provisions Required for Qualification as an Urban Renewal Entity pursuant to the Long-Term Tax Exemption Law of the State of New Jersey, (N.J.S.A. 40A:20-1 et seq.):
 - i. The purpose for which the Entity 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 Township of Woolwich, New Jersey, 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.).
 - ii. So long as the Entity is obligated under financial agreement with the Township of Woolwich, New Jersey, made pursuant to P.L. 1991, c.431 (C.40A:20-1, et seq.), it shall engage in no business other than the ownership, operation, and management of the Project.
 - iii. The Entity has been organized to serve a public purpose, and its operations shall be directed toward: (1) 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; (2) 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 (3) it shall be subject to regulation by the Township of Woolwich, New Jersey, 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.).

- iv. The Entity shall not voluntarily transfer more than 10% of the ownership of the Project or any portion thereof undertaken by it under 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 Township of Woolwich, New Jersey, which other urban renewal entity shall assume all contractual obligations of the transferor entity under the financial agreement with the municipality. The Entity 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.
- v. The Entity is subject to the provisions of Section 18 of P.L. 1991, c. 431 (C. 40A:20-18) respecting the powers of the Township of Woolwich, New Jersey to alleviate financial difficulties of the urban renewal entity or to perform actions on behalf of the entity upon a determination of financial emergency.
- vi. Any housing units constructed or acquired by the Entity shall be managed subject to the supervision of, and rules adopted by, the Commissioner of Community Affairs.
- vii. In accordance with Sections 6 and 7 of P.L. 1991, c. 431 (C.40A:20-7) the Entity shall have the following powers:
 - A. To have and exercise such of the powers conferred by law on the form of entity selected as shall be necessary for the operation of the business of the entity and as shall be consistent with the provisions of P.L. 1991, c.431 (C.40A:20-1 et seq.), and to have and exercise the powers set forth

in P.L. 1991, c.431 (C.40A:20-1 et seq.), but only so long as its financial agreement is in effect with the municipality pursuant to P.L. 1991, c.431 (C.40A:20-1 et seq.).

- B. To accept loans or grants from federal, State, county, or municipal governments, or from any agency, instrumentality, or authority created by one or more of those governments, in aid of the project owned, or to be acquired or undertaken by the Entity.
- C. To borrow money at such rate of interest as may be limited by the terms of the financial agreement, to mortgage or pledge its property, both real and personal, and to secure the payment of its obligations.
- D. To obtain, or aid in obtaining, from the federal or State government any insurance or guarantee or commitment therefor, as to the payment or repayment of interest or principal, or both, or any part thereof, of any loan or other extension of credit, or any instrument evidencing or securing the same, obtained or to be obtained or entered into by it, and to enter into any agreement, contract or other instrument with respect to insurance or guarantee.

If the Entity shall not by reason of any other law be required to file a statement or certificate with the Secretary of State, then the Entity shall file a certificate in the office of the clerk of the county in which its principal place of business is located setting forth, in addition to the matters listed above, its full name, the name under which it shall do business, its duration, the location of its principal offices, the name of a person or persons upon whom service may be effected, and the name and address and extent of each person having any ownership or proprietary interest therein.

This certificate of incorporation, or similar certificate or statement, shall not be accepted for filing with the Treasurer, State of New Jersey or office of the county clerk until the certificate or statement has been reviewed and approved by the Commissioner of the Department of Community Affairs.

The undersigned represents that this Limited Liability Entity has one or more members, and that this filing complies with the requirements detailed in N.J.S.A. 42:2C-1 et seq. The undersigned hereby attests that he is authorized to sign this certificate on behalf of the Limited Liability Entity.

MALEY GIVENS,

A Professional Corporation

DATED: July 20, 2021

By:


Emily K. Givens, Esq.



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
LOCAL PLANNING SERVICES
101 SOUTH BROAD STREET
PO Box 813
TRENTON, NJ 08625-0813
(609) 292-3000 • FAX (609) 633-6056

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer
RE: DPEF3 NJ 8 2057 WOOLWICH URBAN RENEWAL ENTITY, LLC
File # 3129
An Urban Renewal Entity

This is to certify that the attached 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 15th day of September 2021 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

By: *Sean Thompson*
Sean Thompson, Director
Local Planning Services



**AN ORDINANCE OF THE TOWNSHIP OF WOOLWICH, COUNTY OF
GLOUCESTER, STATE OF NEW JERSEY ADOPTING AN AMENDMENT TO THE
REDEVELOPMENT PLAN FOR BLOCK 14, LOTS 2 AND 4 KNOWN AS
THE NIKE MISSILE BASE SITE**

ORDINANCE 2021-23

WHEREAS, the Township of Woolwich purchased property identified on the Tax Maps of the Township of Woolwich as Block 14, Lots 2 and 4 and commonly known as the former Nike Missile Base Site from the Government Services Administration in 2009; and

WHEREAS, on June 18, 2009, the Township Joint Land Use Board adopted Resolution R-2009-18 recommending that the Township Committee designate the Property an Area in Need of Redevelopment pursuant to N.J.S.A. 40A:12A-1 et. seq.; and

WHEREAS, on July 20, 2009, the Township Committee adopted Resolution R-2009-165 designating the Property an Area In Need of Redevelopment; and

WHEREAS, thereafter, the Township Committee adopted a redevelopment plan entitled "Nike Missile Site Redevelopment Plan" prepared by J. Timothy Kernan, Maser Consulting, pursuant to Ordinance 2017-03 on March 6, 2017; and

WHEREAS, the purpose of this Ordinance is to Amend the Nike Missile Site Redevelopment Plan to incorporate special use, bulk, area and design criteria as part of that redevelopment plan with the ultimate goal of facilitation of redevelopment of the Nike Missile Site; and

WHEREAS, the special bulk, area and design criteria are attached hereto as Exhibit "A" and incorporated into this Ordinance by reference; and

WHEREAS, the Township Committee of the Township of Woolwich desires to adopt said Amendment to the Nike Missile Site Redevelopment Plan.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Township Committee of Woolwich Township, County of Gloucester, State of New Jersey, that:

1. The Redevelopment Plan entitled, "Nike Missile Site Redevelopment Plan," is hereby amended to include and incorporate the use, bulk, area and design criteria depicted on Exhibit "A" attached hereto and referenced herein; and
2. Where bulk standards are not provided in Exhibit A, standards shall continue to be governed by the Nike Missile Site Redevelopment Plan; and
3. The Township Committee of Woolwich Township notes that the power of eminent domain is not made a part of the Nike Missile Site Redevelopment Plan; and
4. The Amendments to the Nike Missile Site Redevelopment Plan will be on file in the office of the Woolwich Township Clerk for review by the public during normal business hours.

TOWNSHIP OF WOOLWICH

By: _____
Vernon Marino, Mayor

ATTEST:

Jane DiBella, Administrator / 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 ____ day of _____, 2021. It will be further considered for final adoption upon a second reading and subsequent to a public hearing to be held on such Ordinance at which time any interested person(s) may be heard. Said hearing is to be conducted on the ____ day of _____, 2021, at the Woolwich Township Building, 120 Village Green Drive, Woolwich Township, New Jersey beginning at 6:00pm.

Jane DiBella, Administrator / Clerk

CERTIFICATION OF ADOPTION

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

Jane DiBella, Administrator / Clerk

EXHIBIT "A"
Nike Missile Site Redevelopment Plan
Section 5 Proposed Land Uses, Building Requirements and Design Standards

Lot 2, CONTROL SITE

Permitted Principal Uses

Industrial, includes warehouses.

Permitted Accessory Uses

Includes sound attenuation walls/structures with an allowed 30-foot height.

Bulk Standards

Site Criteria:

Minimum Lot Width	200 feet
Minimum Lot Depth	250 feet

Yard and Bulk Requirements:

Maximum Impervious Coverage	75 %
Minimum Floor Area Ratio	0.45
Maximum Building Height	60 feet
Buffer / Pedestrian Zone Front	75 feet
Buffer / Pedestrian Zone Rear (non-residential)	50 feet
Buffer / Pedestrian Zone Side (residential)	75 feet

Building Setback:

Minimum Front Yard	100 feet
Minimum Side Yard	100 feet
Minimum Rear Yard	100 feet

Parking and Loading Setback:

Auto / Light Truck Parking from right of way (Gilcrest and Swedesboro-Paulsboro)	75 feet
Trailer Truck Parking / Loading from right of way	100 feet*
Adjacent lot line with adjoining residential use	75 feet
Adjacent lot line with adjoining light industrial	50 feet

Design:

(1) Understanding that design standards intended for commercial, retail, and small-scale light industrial uses may not be appropriate or aesthetically pleasing for larger scale warehouse-type uses, the following design standards shall be incorporated into the proposed redevelopment:

- (a) With the exception of materials related to rooftop solar or a vegetated green roof, all rooftop equipment shall be screened from view.
- (b) Blank facades or walls exceeding 100 feet in length shall not be permitted. To mitigate the appearance and perception of a large monolithic building, developers may consider, but are not limited to the following: decorative patterns on exterior finishes, metal or synthetic paneling, fenestration, horizontal banding, and vegetated "green" walls or espaliers, or a combination thereof.

- (c) Building articulation and fenestration shall also be provided for warehouse or distribution/warehouse facilities with an accessory office component, specifically in the areas of the facility related to employee entrances and office spaces. Such areas shall maximize natural lighting and incorporate the following:
 - [1] No blank facades or walls are permitted.
 - [2] Minimum area of window opening on facades of office spaces and employee entrances: 40%.
 - [3] Vertical and horizontal building offsets are encouraged.
 - [4] Spandrel glass may be utilized in the design; however, it shall not be included as part of the window area calculations in subsection [2] above for more than 50% of the required opening.
- (d) Fronts of buildings (i.e., yards) must be fully appointed with landscaping of trees, shrubs, ornamental grasses or ground cover.
- (e) Outdoor storage shall be fully enclosed.
- (f) Shared-use paths.
 - [1] Multipurpose shared-use paths and sidewalks shall be provided consistent with the Township's Public Spaces Plan within the front buffer, connecting to existing adjacent paths and sidewalks, or constructed so that future adjacent paths can connect. The minimum widths for such paths shall be as follows:
 - [A] Local Connector: A 6-foot-wide sidewalk shall be provided.
 - [B] Rural Highways: A minimum 6-foot-wide paved path shall be provided.
 - [2] A pedestrian system within parking court defined by textured pavement is required.
 - [3] Minimum five-foot-wide sidewalks shall be provided adjacent to buildings for safe access by employees.
- (g) Basins are permitted in buffer areas along roads, provided enhanced landscape screening and berming is utilized to the satisfaction of the Joint Land Use Board.
- (h) Recommended Design Guidelines. As part of a written design concept statement developers shall identify if and how the proposed development incorporates the following recommended design guidelines:
 - [1] Building façade materials may include or resemble brick, stone, synthetic trim board, stucco or similar material.
 - [2] Cool roofing (roofing with a high solar reflectance index), vegetated "green" roofs, and rooftop solar are encouraged.
 - [3] Environmental features in building and site design that promote sustainability are encouraged. Such features include, but are not limited to solar screens, solar panels, green stormwater infrastructure (i.e. bioswales, cisterns, rain gardens, porous pavements), xeriscaping or native vegetation to reduce irrigation needs, and design features or vegetation that helps to modulate microclimate and lower summer cooling loads.

Parking Requirements:

Warehouse facilities	1 space per 2,500 gross square feet of building
Distribution/Warehouse facilities	1 space per 1,500 gross square feet of building

Passenger Vehicle Parking Stall Size

While 9 ft. x 18 ft. is permitted, at least 50% of all parking spaces shall be 10 ft. x 20 ft.

Driveway Openings:

Maximum width

50 feet

* The Parking and Loading setback for Semi-Trailer Trucks (From External Rights of Way) may be reduced from 100 to 75 feet where enhanced landscape screening and berming is utilized to the satisfaction of the Joint Land Use Board.

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WOOLWICH, COUNTY OF
GLOUCESTER, STATE OF NEW JERSEY ACCEPTING THE BEST PRACTICES INVENTORY REPORT FOR
CY 2021
R-2021-191**

WHEREAS, the State's Fiscal Year Appropriations Act (P.L. 2012, c.18) requires the Division of Local Government Services to determine how much of each individual municipality's final 5% allocation of CMPTRA and ETR aid will be disbursed based on the results of a Best Practices Inventory to be completed by each municipality; and

WHEREAS, said inventory will be completed and submitted by the Township Administrator and CFO by the due date; and

WHEREAS, the Act further requires that the completed form be made a part of an agenda of the Governing Body of each municipality to ensure that elected officials are apprised of the results of said Inventory; and

WHEREAS, this can happen either before or after the actual submission of the report; and

WHEREAS, the Act also requires the Municipal Clerk to file a Certification with the Division of Local Government Services confirming that the Inventory was discussed publicly;

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

1. That the Woolwich Township Committee hereby acknowledges that they will review and publically discuss the results of the CY2021 Best Practices Inventory pursuant to the State's CY Appropriations Act (P.L. 2012, c.18) at this meeting of November 15, 2021.
2. That the Woolwich Township Clerk is authorized and directed to execute and file the necessary certification with the Division of Local Government Services, as attached.

Adopted this 15th day of November, 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 15th day of November, 2021.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING AN ELEVATION WITHIN THE WOOLWICH TOWNSHIP POLICE
DEPARTMENT**

R-2021-192

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

WHEREAS, Michael Kemp has served as a Woolwich Township Police Officer since November 7, 2016; and

WHEREAS, the Woolwich Township Committee, as the Appropriate Authority agrees to elevate said Officer to the position of 3rd Class Patrolmen effective retroactive to November 7, 2021;

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

1. That Officer Michael Kemp, be and is hereby elevated to the position of 3rd Class Patrolman for the Township of Woolwich effective retroactive to November 7, 2021.
2. That in accordance with the Agreement between the Township of Woolwich and PBA Local #122, the salary for 3rd Class Officers shall be \$75,991.62 prorated for the remainder of 2021.

Adopted this 15th day of November, 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 15th day of November, 2021.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING AN ELEVATION WITHIN THE WOOLWICH TOWNSHIP POLICE
DEPARTMENT**

R-2021-193

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

WHEREAS, Patrolman Sean Sturgis has served as a Woolwich Township Police Officer since November 2, 2015; and

WHEREAS, the Woolwich Township Committee, as the Appropriate Authority agrees to elevate said Officer to the position of 2nd Class Patrolmen effective retroactive to November 2, 2021;

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

1. That Officer Sean Sturgis, be and is hereby elevated to the position of 2nd Class Patrolman for the Township of Woolwich effective retroactive to November 2, 2021.
2. That in accordance with the Agreement between the Township of Woolwich and PBA Local #122, the salary for 2nd Class Officers shall be \$86,242.81 prorated for the remainder of 2021.

Adopted this 15th day of November, 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 15th day of November, 2021.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING THE PROPOSAL OF CELEBRATION FIREWORKS TO PROVIDE
HOLIDAY FIREWORKS DISPLAY IN THE AMOUNT OF \$5,200.00 AND AUTHORIZING THE
EXECUTION OF SAID CONTRACT
R-2021-194**

WHEREAS, the Township of Woolwich plans to conduct a Holiday Fireworks Drive-In Event on December 4, 2021; and

WHEREAS, the Township sought quotes from companies available to provide fireworks, and received a proposal and Contract from Celebration Fireworks in the amount of \$5,200.00 as attached; and

WHEREAS, the Woolwich Township CFO has issued a Certification of Funds in this regard; and

WHEREAS, Celebration Fireworks further provided the Township with a Contract as attached hereto; and

WHEREAS, it is the purpose of this resolution to authorize the proposal of Celebration Fireworks and to further authorize the contract between the Township of Woolwich and Celebration Fireworks as attached;

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

1. That Celebration Fireworks and is hereby authorized and directed to provide fireworks during the Township's Drive-In Holiday Event, scheduled for December 4, 2021 per their proposal in the amount of \$5,200 as attached hereto, subject to conformance with the rules and regulations of the Township's insurer and approval of same by the insurer as well as the Gloucester County Fire Marshall.
2. That the Woolwich Township Mayor or his designee is hereby authorized to execute said contract between the Township of Woolwich and Celebration Fireworks as attached hereto.

Adopted this 15th day of November, 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 15th day of November, 2021.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING THE RELEASE OF MAINTENANCE BOND #60132919 AS POSTED
FOR AUBURN CHASE, SECTION 2.1 (HAZEL BLVD.)
R-2021-195**

WHEREAS, the Township of Woolwich entered into a Developers Agreement between the Township and Beazer Homes, LLC dated June 18, 2018 in which the developer agreed to post separate bonds for the final improvements to Hazel Boulevard; and

WHEREAS, Performance Bond #60132911 was posted and released on June 3, 2019; and

WHEREAS, the Township of Woolwich holds Maintenance Bond #60132919 posted as a Maintenance Guarantee, which bond is in the amount of \$12,789.90, Section 2.1 (Hazel Blvd.) for maintenance purposes of Hazel Boulevard; and

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

WHEREAS, the Woolwich Township Engineer, in response to said request, performed an inspection of the property and issued a letter dated October 25, 2021 in which recommendation is given for the release of said Bond; and

WHEREAS, the Township of Woolwich finds no objection to the release of said Maintenance Bond; and

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

1. That the Woolwich Township Clerk be and is hereby authorized to return Maintenance Bond #60132919 in the amount of \$12,789.90 to the applicant known as Beazer Homes, Villages at Weatherby- Auburn Chase, Section 2.1. (Hazel Boulevard).

Adopted this 15th day of November, 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 15th day of November, 2021

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING THE RELEASE OF MAINTENANCE BOND #K08926384M AS POSTED
FOR THE COURTS, SECTION 4.1
R-2021-196**

WHEREAS, the Township of Woolwich released Performance Bond #K08926384 in the amount of \$458,466.22 on August 5, 2019 as posted by Beazer Homes for the development known as Villages at Weather, The Courts, Section 4.1 which was thereafter replaced with Maintenance Bond #K08926384M in the amount of \$175,305.69; and

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

WHEREAS, the Woolwich Township Engineer, in response to said request, performed an inspection of the property and issued a letter dated October 25, 2021 in which recommendation is given for the release of said Bond; and

WHEREAS, the Township of Woolwich finds no objection to the release of said Maintenance Bond; and

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

1. That the Woolwich Township Clerk be and is hereby authorized to return Maintenance Bond # K08926384 in the amount of \$175,305.69 to the applicant known as Beazer Homes, Villages at Weatherby- The Courts, Section 4.1.

Adopted this 15th day of November, 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 15th day of November, 2021

Jane DiBella, Clerk

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WOOLWICH DESIGNATING BLOCK 1, LOTS 2, 5, 5.01, 6, 7, 8, 11 AND 11.01; BLOCK 2, LOTS 9, 10, 11, 12, 12.01, 12.02, 12.03, 13, 13.01, 14, 15, 16, 17, AND 24; AND BLOCK 28, LOTS 1, 2, 3, AND 4 AS A NON-CONDEMNATION REDEVELOPMENT AREA

R-2021-197

WHEREAS, the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq., authorizes the Governing Body of any municipality, by Resolution, to determine whether, according to the criteria set forth therein that any area of the municipality is an area in need of redevelopment, and that, where warranted by consideration of the overall conditions and requirements of the community, the finding of need for redevelopment may extend to the entire area of the municipality; and

WHEREAS, the Governing Body has determined that the following Blocks and Lots within the municipality satisfy one, or more, of the criteria set forth in N.J.S.A. 40A:12A-5: Block 1, Lots 2, 5, 5.01, 6, 7, 8, 11 and 11.01; Block 2, Lots 9, 10, 11, 12, 12.01, 12.02, 12.03, 13, 13.01, 14, 15, 16, 17, AND 24; and Block 28, lots 1, 2, 3, and 4; and

WHEREAS, the Governing Body has further determined that a program of redevelopment as defined in N.J.S.A. 40A:12A-3 may be necessary to prevent further deterioration and promote overall development of the above described areas within the municipality; and

WHEREAS, by Resolution No. R-2021-167, adopted on September 20, 2021, the Governing Body authorized the Woolwich Township Joint Land Use Board to conduct a preliminary investigation to determine whether the aforementioned property is an area in need of redevelopment pursuant to N.J.S.A. 40A:12A-4 and N.J.S.A. 40A:12A-6; and

WHEREAS, on October 7, 2021, the Woolwich Township Joint Land Use Board conducted a public hearing; considered the Preliminary Redevelopment Investigation Report from the Planning Board's Planner, Remington and Vernick Engineer's, entitled "Preliminary Investigation for Determination of Eligibility for Declaration of a Non-Condemnation Area in Need of Redevelopment" attached hereto; and reviewed and considered the proposed Resolution designating an area or areas, of the municipality in need of redevelopment as well as considered the evidence presented to the Joint Land Use Board regarding satisfaction of the criteria set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, on October 7, 2021, via Resolution 2021-29, the Woolwich Township Joint Land Use Board concurred with the Governing Body's determination and recommended that the delineated area be a non-condemnation redevelopment area since the following Blocks/Lots satisfy one or more of the criteria set forth in N.J.S.A. 40A:12A-5; Block 1, Lots 2, 5, 5.01, 6, 7, 8, 11 and 11.01; Block 2, Lots 9, 10, 11, 12, 12.01, 12.02, 12.03, 13, 13.01, 14, 15, 16, 17, and 24; and Block 28, lots 1, 2, 3, and 4.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Woolwich, that Block 1, Lots 2, 5, 5.01, 6, 7, 8, 11 and 11.01; Block 2, Lots 9, 10, 11, 12, 12.01, 12.02, 12.03, 13, 13.01, 14, 15, 16, 17, AND 24; and Block 28, lots 1, 2, 3, and 4 within the municipality is designated as a non-condemnation area in need of redevelopment according to the criteria of N.J.S.A. 40A:12A-5; specifically the statutory criterion identified in N.J.S.A. 40A:12A-5 (c) (d) (e).

BE IT FURTHER RESOLVED, that the Redevelopment Area is a non-condemnation Redevelopment Area and that this redevelopment area determination shall not authorize the municipality to exercise the power of eminent domain to acquire any property in the delineated area.

Adopted at a meeting of the Woolwich Township Committee on November 15, 2021.

WOOLWICH TOWNSHIP

Vernon Marino, Mayor

ATTEST: _____
Jane DiBella, Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting conducted on the 15th day of November, 2021.

Jane DiBella, Clerk

**TOWNSHIP OF WOOLWICH
GLOUCESTER COUNTY**

**A RESOLUTION TO AUTHORIZE EXECUTION OF A
REDEVELOPMENT AGREEMENT WITH
DPIF3 NJ 8 2057 WOOLWICH URBAN RENEWAL ENTITY, LLC, (Woolwich II)**

R-2021-198

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

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

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

WHEREAS, by way of Resolution No. 2017-120, adopted on April 17, 2017, the Mayor and Committee of the Township of Woolwich (the “Township Committee”) designated certain properties within the Township, including property identified on the Official Township of Woolwich Tax Map as Block 12, Lot 3 (the “Property”), as a Non-Condensation Redevelopment Area (the “Redevelopment Area”) in accordance with the Redevelopment Law; and

WHEREAS, by way of Ordinance No. 2017-12, adopted on July 17, 2017, the Township Committee adopted a redevelopment plan entitled “Kings Landing Redevelopment Plan, Route 322 Corridor,” dated June 2017, as amended or supplemented (the “Kings Landing Redevelopment Plan”), which sets forth, *inter alia*, the plans for the revitalization of the Township of Woolwich and, specifically, the Property; and

WHEREAS, by way of Ordinance No. 2019-25, adopted on December 30, 2019, the Township Committee adopted an amendment to the Kings Landing Redevelopment Plan entitled “2019 Amendment to the Kings Landing Redevelopment Plan,” dated December 2019 (the “Amendment to the Kings Landing Redevelopment Plan,” together with the Kings Landing Redevelopment Plan shall collectively be referred to as the “Redevelopment Plan”); and

WHEREAS, by way of Ordinance 2021-11, adopted on July 19, 2021, the Township Committee adopted an amendment to Amendment to the Kings Landing Redevelopment Plan (the “2021 Amendment”) (together with the Kings Landing Redevelopment Plan and the Amendment to the Kings Landing Redevelopment Plan shall collectively be referred to as the

“Redevelopment Plan”); and

WHEREAS, the Redeveloper has acquired or will acquire the Property; and

WHEREAS, Section 8(f) of the Redevelopment Law authorizes the Township to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, the project contemplated by this Redevelopment Agreement, which includes the obtaining of Governmental Approvals, the site preparation of the Property and the financing, construction and completion of a ± 336,700 square foot commercial warehouse facility and related amenities on the Property (the “Project Improvements”) contemplated under this Redevelopment Agreement (the “Project”), shall be completed pursuant to the provisions of the Redevelopment Plan; and

WHEREAS, the Township Committee has designated the Redeveloper to undertake the necessary construction of those improvements constituting the Project; and

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

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

WHEREAS, Redeveloper has provided conceptual proposals to redevelop the Property, together with related improvements and facilities; and

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

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

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

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

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

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

1. Enter into and execute a Redevelopment Agreement with DPIF3 NJ 8 2057 Woolwich Urban Renewal Entity, LLC, for the redevelopment of the Property in accordance with the Redevelopment Plan.
2. Execute any and all documents necessary to complete the redevelopment of the Property by DPIF3 NJ 8 2057 Woolwich Urban Renewal Entity, LLC.

Adopted this 15th day of November, 2021 TOWNSHIP OF WOOLWICH

ATTEST: _____
 JANE DIBELLA
 Clerk

VERNON MARINO
Mayor

**RESOLUTION MAKING APPOINTMENTS TO THE "OFFICIAL TOWING
AND STORAGE LIST" FOR WOOLWICH TOWNSHIP
R-2021-199**

WHEREAS, Chapter 175 of the Woolwich Township Code calls for the receipt of applications by motor vehicle towing and storage agencies for inclusion on the "Official Towing and Storage List" within the Township of Woolwich; and

WHEREAS, applications have been advertised and received in this regard from the following:
Mario's Auto and Truck Repair
Riehl's Towing

WHEREAS, Chapter 175 further calls for review of said applications by the Woolwich Township Police Chief and recommendation as to approval; and

WHEREAS, the Police Chief recommended the above applicants to be included on said list for the years 2022, 2023 and 2024; and

WHEREAS, for this reason, the Township Committee of the Township of Woolwich therefore wishes to act upon such advice;

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

1. That the official towing and storage list of Woolwich Township shall be per the following:
Mario's Auto and Truck Repair, 104 Cedar Swamp Road, Bridgeport, NJ 08014
Riehl's Towing, 185 Timberlane Rd., Clarksboro, NJ 08020

And shall be and are hereby included on the "Official Towing and Storage List" within the Township of Woolwich commencing on January 1, 2022, and ending on December 31, 2024.

2. That the above named applicants' be issued a license to be displayed on the tow vehicle at all times, in accordance with the Ordinance.

Adopted this 15th day of November, 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 15th day of November, 2021.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING BUDGET APPROPRIATION TRANSFERS
DURING THE LAST TWO MONTHS OF THE FISCAL YEAR FOR THE
TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER,
STATE OF NEW JERSEY**

R-2021-200

WHEREAS, the provisions of N.J.S.A. 40A:4-58, permit the transfer of appropriations during the last two months of a fiscal year and

WHEREAS, from time to time it becomes necessary to transfer funds for various reasons in order to operate the Township on a sound financial basis

NOW THEREFORE BE IT RESOLVED, that the Township Governing Body agrees to said transfer of budget appropriations below:

Department	Account Number	To	From
Snow Removal S&W	1-01-26-290-011		\$ 29,975.00
Snow Removal OE	1-01-26-290-014	\$ 29,975.00	
Social Security	1-01-36-472-000	\$ 40,000.00	
Vehicle Maintenance - Police	1-01-26-315-030		\$ 10,000.00
Recycling Disposal	1-01-32-465-298		\$ 30,000.00
Totals		\$69,975.00	\$69,975.00

This resolution will become effective immediately.

Adopted at a meeting of the Township of Woolwich Committee held on November 15, 2021.

Vernon Marino, Mayor

Attest:

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING RELEASE AND CLOSURE OF ESCROW ACCOUNTS
R-2021-201**

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

WHEREAS, a request has been received for the closure of the following escrow account(s) upon which no remaining balance is due and owing;

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

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Woolwich that the following escrow account(s) are hereby authorized for closure.

Account	Developer	Amount
2019-003	Wolfson GDP Residential -	\$0
2019-009	Triangle/Main Street	\$0

Adopted this 15th day of November, 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 15th day of November, 2021.

Jane DiBella, Clerk

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE TOWNSHIP
COMMITTEE OF THE TOWNSHIP OF WOOLWICH:
CONTRACTUAL MATTERS; PBA AGREEMENT, ENHANCED
ACQUISITION; PERSONNEL: RESIGNATIONS
R-2021-202**

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

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

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

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

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

1. The Woolwich Township Committee shall hold a closed meeting from which the public shall be excluded on **November 15, 2021**
2. The general nature of the subject to be discussed at said closed meeting shall be;

Contractual: PBA Agreement; Enhanced Acquisition
Personnel: Resignations

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

Adopted on the 15th day of November, 2021

ATTEST:

TOWNSHIP OF WOOLWICH

Jane DiBella, Clerk

Vernon Marino, Mayor