

# Kings Landing at Woolwich Township

2023 Amendment to Redevelopment Plan

Woolwich Township  
County of Gloucester, State of New Jersey

2017 Redevelopment Plan Drafted By:



2023 Revision By:



2059 Springdale Road  
Cherry Hill, New Jersey  
08003

Job #0824T087

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N.B. The original of this document was signed and sealed as per N.J.A.C. 13:41-1.3.b

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## I. INTRODUCTION

This 2023 amendment amends the 2022 amendment which amended the 2021 amendment which amended the 2017 Kings Landing Redevelopment Plan and 2019 amendment to the Kings Landing Redevelopment Plan within Woolwich Township and shall hereinafter be referred to as the “2023 Amendment to the Redevelopment Plan.” The intention of the 2021 Amendment to the Redevelopment Plan was to add zoning standards to implement a settlement agreement of Mount Laurel litigation (as hereinafter described) and to rezone certain properties.

The 2022 Amendment to the Redevelopment Plan was done to achieve the following:

- 1) Remove parcels which were incorrectly included in the Redevelopment Area as required by the New Jersey Department of Community Affairs in a letter dated March 4, 2022. The amendment includes the removal of the following parcels: Block 12, Lots 5 and 9; Block 14, Lots 5.01 and 5.02; and Block 59, Lot 7.
- 2) Amend site design criteria within the CD – Commercial Development district to permit elevated water storage towers which do not exceed 175 feet above the average grade elevation of the elevated water storage towers as per Ordinance 2022-08.
- 3) Revise the zoning of the following parcels to be included in the Commercial Development overlay district: Block 11, Lots 6, 6.01, 6.02, 6.04, 7, 9, 10, 11, 11.01.
- 4) Per Resolution R-2022-265 the Township Committee of Woolwich Township approved the recommendation of the JLUB of Woolwich which recommended the designation of Block 11 Lot 6.03 as a Non-condemnation Redevelopment Area.
- 5) Amend the zoning of Block 10, Lots 3 and 4 to remove these areas from the Commercial Development Zone and add them to the Commercial Corridor East Zone.

The intention of this 2023 Amendment to the Redevelopment Plan is to achieve the following:

- 1) Revise the zoning of various parcels to be included within the CC – Corridor Commercial zone.
- 2) Revise the zoning of Block 61, lots 3, 4, 4.01, and 5 to be included in the Commercial Development Zone.
- 3) Amend the Mixed Use Downtown zone to permit standalone retail and to permit all the uses of the Commercial Corridor Zone.
- 4) Amend the Redevelopment Area to include the Regional Hotel/Office Zone.
- 5) Remove a portion of Block 11, lot 6.03 from the Redevelopment Area.
- 6) Establish general guidelines for electric vehicle charging stations.
- 7) Incorporate Ordinance 2021-15 which permitted cannabis uses within the Redevelopment Plan.
- 8) Eliminate the conservation zoning district within the Redevelopment Area.
- 9) Eliminate the Corridor Commercial East zone within the Redevelopment Area.

Through the use of Redevelopment, the Township can prioritize development on all, or any, of the parcels identified herein through tax incentives and tailored development regulations, generally effective means by which to encourage developers to concentrate resources or projects.

## **A. Project Background and Original Plan**

On October 20, 2014 (Resolution R-2014-217) (refer to Appendix), the Woolwich Township Committee, upon receiving the recommendations of the Joint Land Use Board (JLUB) (Resolution #2014-20) (refer to Appendix), adopted the Preliminary Investigation Report for Determination of Need for Regional Center East. Similarly, on April 17, 2017, the Woolwich Township Committee, upon receiving the recommendations of the JLUB (Resolution #2017-15) (refer to Appendix), adopted the Preliminary Investigation Report Determination of Need for Regional Center West (Resolution R-2017-120) (refer to Appendix). Both the East and West Regional Center Areas, therefore, qualify as Areas in Need of Redevelopment. These two study areas were combined in the subsequent *Kings Landing Redevelopment Plan*, which was adopted by the Mayor and Township Committee on July 17, 2017 (Ordinance 2017-12) (refer to Appendix).

## **B. 2019: Expansion of Redevelopment Plan Area**

In 2019, the Mayor and Township Committee adopted Resolution R-2019-92, which included Block 62, Lot 2; Block 59, Lot(s) 6, 6.01, 6.02, 7 (part), 8, & 10, on March 18, 2019, authorizing the Woolwich Township Joint Land Use Board (JLUB) to conduct a Preliminary Investigation to establish a Non-Condensation Redevelopment Area. Mayor and Council subsequently adopted Resolution R-2019-114 on April 15, 2019 to include Block 62, Lot 3 as a part of the JLUB Redevelopment Investigation, with additional parcels recommended for investigation via Resolution R-2019-129 on May 6, 2019 to also include: Block 10, Lot(s) 5, 5.02, & 5.03; Block 11, Lot(s) 17, 18, 19, 20, & 21; Block 12, Lot(s) 5 & 9; Block 14, Lot(s) 5.01 & 5.02; and Block 16, Lot(s) 1, 2, 3, 4, & 4.01. In turn, the JLUB passed Resolution #2019-17 and Resolution #2019-18 on March 21, 2019 and May 16, 2019, respectively, directing Maser Consulting P.A. to conduct the investigation. The JLUB received a report, dated July 2019 from Maser Consulting, which indicated that the subject properties qualified as an area in need of redevelopment. On July 18, 2019, the JLUB (Resolution #2019-23) recommended that these parcels met the identified criteria and therefore constituted a non-condemnation Area in Need of Redevelopment, and recommended adoption of such by the Township Mayor and Committee. On August 5, 2019 the Mayor and Township Committee adopted the *Preliminary Investigation Determination of Need Report* (Resolution R-2019-194) and an amendment to the redevelopment plan was adopted on December 30, 2019 (Ordinance 2019-25).

## **C. Implementation of 2021 Mount Laurel Settlement Agreement**

On May 3, 2021, Woolwich Township entered into a Settlement Agreement with Woolwich Commons, LLC, Main Street at Woolwich, LLC, Woolwich Crossings, LLC, and Woolwich Residential, LLC (collectively the “Inclusionary Developer”), Fair Share Housing Development (“FSHD”) and Fair Share Housing Center (“FSHC”), as well as a separate First Amendment to the Settlement Agreement between Woolwich Township and FSHC. Both Settlement Agreements provide for the affordable housing required to satisfy the Township’s Mount Laurel obligations and are hereinafter collectively referred to as the “Mount Laurel Settlement Agreement.”

The Mount Laurel Settlement Agreement was judicially approved by the Superior Court of New Jersey, Law Division by Order dated July 26, 2021, a copy of which is attached to this 2023

Amendment to the Redevelopment Plan as Appendix A.

This 2023 Amendment to the Redevelopment Plan supersedes and replaces the *Kings Landing Redevelopment Plan*, adopted on July 17, 2017, the amendment to the Redevelopment Plan adopted on December 30, 2019, and the amendment to the Redevelopment Plan adopted on September 20, 2021, and amended November 2022.

## II. DESCRIPTION OF PROJECT AREA

Kings Landing Redevelopment Area	
BLOCK	LOT
6	4.02, 5, 6
7	4, 4.01, 4.02, 4.03, 5, 5.01
8	1, 2
9	1, 2, 3, 4, 5, 5.01, 6
10	1, 2, 3, 4, 5, 5.01, 5.02, 5.03, 6, 6.01, 7
11	6, 6.01, 6.02, 6.03 (partial), 6.04, 7, 9, 10, 11, 11.01,12, 12.01, 12.02, 13, 14, 15, 16, 17, 18, 19,20, 21, 29
12	1, 2, 2.01, 3, 3.01, 3.02, 4.01
14	1.01, 1.02, 1.03, 1.04, 1.05, 1.06, 1.07, 1.08, 1.09, 1.10, 1.11, 1.12, 1.13, 3, 3.01,3.02, 14, 15, 15.01, 16, 17
15	2, 3, 3.01, 3.02
16	1, 2, 3, 4, 4.01, 5Q
18	2, 3.02, 4Q, 4.01, 4.02, 5, 5.01, 6Q, 6.01, 7
22	2Q, 2.01, 4Q, 4.01
57	1, 2, 2.01, 3Q, 3.01, 3.02, 5Q, 8Q, 9Q, 10Q
58	1
59	6, 6.01, 6.02, 8Q, 10
60	1Q, 2Q, 5.01, 5.02, 6, 6.01, 6.02, 7, 7.01, 7.02, 7.03, 8
61	1Q, 2Q, 3, 4, 4.01, 5, 6Q, 6.01, 7Q, 9
62	1, 2, 3

The designated Redevelopment Area is mostly made up of farmland, but also includes residential, commercial, and institutional uses.

Several properties in the regional center are also in the US 322 Transfer of Development Rights (TDR) Receiving Area, an area designated by the Township to receive transfers of development credits from agriculturally and ecologically sensitive lands in the Township, thereby preserving these sensitive lands in exchange for greater development intensity in the receiving areas.

### **III. THE NEED FOR REDEVELOPMENT**

Pursuant to Section 40A:12A-7 of the New Jersey Local Redevelopment and Housing Law (LRHL), redevelopment plans shall address the following:

1. The plan relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
2. Proposed land uses and building requirements in the project area.
3. Adequate provisions for the temporary and permanent relocation, as necessary, of residents in the project area.
4. An identification of any property within the redevelopment area, which is proposed to be acquired in accordance with the redevelopment plan.
5. Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities; (b) the master plan of the county in which the municipality is located; (c) the State Development and Redevelopment Plan adopted pursuant to the “State Planning Act”, P.L. 1985, c398 (C.52:18A-196 et al.)
6. As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined in N.J.S.A. 52:27D-304, that are to be removed as a result of implementation of this plan and a plan for replacement of these affordable housing units.
7. A plan for the provisions, through new construction or substantial rehabilitation of one comparable, affordable replacement housing units for each affordable housing units that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan.
8. Proposed location for zero-emission vehicles, fueling and charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

### **IV. REDEVELOPMENT GOALS AND OBJECTIVES**

The goals and objectives of any redevelopment actions are derived from the Township Master Plan, Open Space and Recreation Plan, and TDR Plan.

#### **A. Goals**

- To preserve and enhance the quality of life in Woolwich Township in the face of rapid development.

- To promote orderly growth within the Township.
- To provide conveniently located and well-designed retail and commercial opportunities to serve the residents of Woolwich and the surrounding area.

## **B. Objectives**

- Ensure that new development is well designed and adheres to recognized principles of good planning and smart growth.
- Preserve open space opportunities through public and private actions.
- Retain the existing character of the community, to the extent practical, through open space preservation.
- Develop in accordance with the State Plan and encourage the creation of communities of place.
- Provide for civic and intergovernmental needs.
- Establish more township parks throughout the municipality.
- Expand the amount of passive and active recreational land in the Township.
- Connect preserved open space through greenways.
- Safeguard the Township's historic features.
- Support a healthy, active living style of walking, bicycling and outdoor activity.
- Enhance network connectivity and linkages to civic, natural and historic nodes and to activity centers.

## **V. STRUCTURE AND POWERS OF REDEVELOPMENT ENTITY**

The Township Committee will assume the role of the Redevelopment Entity for the Redevelopment Area as permitted under the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.). Proposals from developers will be requested and reviewed by the Redevelopment Entity. The Redevelopment Entity may request supplemental information and, at its discretion, determine the acceptability of such submissions and determine whether to proceed with redeveloper designation and negotiation of a redevelopment agreement. Once a Redeveloper(s) is/are selected, the Redevelopment Entity will enter into a redevelopment agreement(s). By acting as the Redevelopment Entity, the Township Committee can streamline the process from concept to construction and ensure that development remains true to the intentions of the Township Master Plan and this Redevelopment Plan.

Pursuant to the Mount Laurel Settlement Agreement, the Inclusionary Developer, its successors, and/or assigns, shall be the designated Redeveloper for the properties subject to the Mount Laurel Settlement Agreement. Therefore, the Township shall not require Inclusionary Developer to submit any supplemental information prior to the negotiation of a redevelopment agreement with Inclusionary Developer.

## **VI. RELATIONSHIP TO LOCAL OBJECTIVES**

The goals and objectives of any redevelopment action taken within the Redevelopment Area come directly from the Township Master Plan and its Reexamination Report, Open Space and Recreation Plan (OSRP), and Transfer of Development Rights Plan (TDR Plan).

## A. Master Plan

The Township's Master Plan was adopted in 2003, with updates through 2016. This Redevelopment Plan aligns with the Master Plan as follows:

### Master Plan Phase 1: Assumptions, Land Use and Housing Elements:

#### Goals

- To preserve and enhance the quality of life in Woolwich Township in the face of rapid development.
- To promote orderly growth within the Township.
- To provide conveniently located and well-designed retail and commercial opportunities to serve the residents of Woolwich and the surrounding area.
- To provide a safe and attractive residential environment.

#### Objectives

- Insure that new development is well designed and adheres to recognized principles of good planning and smart growth.
- Preserve open space opportunities through public and private actions.
- Retain the existing character of the community, to the extent practical, through open space preservation.
- Develop in accordance with the State Plan and encourage the creation of communities of place.
- Encourage a sound fiscal mix of future uses.
- 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.
- To promote the development of new employment in areas that are convenient to existing housing.

### 2016 Public Spaces Plan Update Goals

- Support a healthy, active living style of walking, bicycling and outdoor activity.
- Enhance network connectivity and linkages to civic, natural and historic nodes and to activity centers.
- Establish more township parks throughout the municipality.
- Expand the amount of active recreational land in the Township.
- Connect preserved open space through greenways.
- Safeguard the Township's historic features.

### 2016 Circulation Plan Update

- Regional Center Circulation Concepts—The future Regional Center (aka Kings Landing) lies at the intersection of several major arterial roads, such as Kings Highway and Swedesboro- Paulsboro Road. These will serve as a framing road that support a grid network of interconnected streets.
- The stretch of Kings Highway between Asbury Station Road and Swedesboro needs to

be designed so that it will create a transition between the more open roadway to the north and the urban context of Kings Landing and Swedesboro.

- A key function of the Kings Landing roadway network will be collector streets running east- west and parallel to Route 322.
- The successful integration of transportation and land use will enable Kings Landing to become established as a sustainable, mixed use, walkable community based on TDR and Smart Growth principles.
- Kings Landing will integrate land use and transportation development to encourage and support alternative travel modes, in particular walking, bicycling, and transit.
- [A] priority is retaining US 322 as a regional truck corridor - requiring a street design type that accommodates heavy volumes of truck traffic, yet also mitigating negative impacts on adjacent areas.

### 2016 Open Space and Recreation Plan

Several goals and objectives of the Open Space and Recreation Plan (OSRP) are supported through this Redevelopment Plan:

- Plan active recreational facilities to accommodate current and anticipated future needs. These active facilities consist primarily of sports fields and courts but may also include other specialized facilities such as skate parks, disc golf, swimming, firing range, and trails for walking, running and biking.
- Identify opportunities to enhance local tourism, ecotourism, and marketing of downtown Swedesboro and Woolwich Regional Center through park, open space, and trail development and recreational programs and events.

### 2016 Land Use Element

The 2016 Land Use Element established permitted uses in the various sectors of Kings Landing and Auburn Road Village. Relevant goals from 2016 Land Use Element to this Redevelopment Plan Amendment include the following:

- Provide land uses that meet the full spectrum of community needs. Specifically, create a plan that recognizes the variety of uses, densities and scales of development needed to sustain the community today and into the future.
- Provide community vitality by comprehensively integrating land uses both horizontally and vertically throughout the Regional Center.
- Provide development mixtures, densities and locations that support the concept of sustainable transportation systems through flexibility based on choice.
- Limit the development footprint of the Regional Center in a manner that respects environmentally sensitive areas proximate to the site. Specifically, other than along Swedesboro-Paulsboro Road, the development footprint south of US 322 and west of Kings Highway is limited to a distance approximately 1,200 ± feet from US 322.



## B. Reexamination Report

The Joint Land Use Board of the Township of Woolwich adopted a 2022 Master Plan Re-examination report via Resolution #2022-33, which included various recommendations as related to the Township Zoning Ordinance, Zoning Map, and Redevelopment Areas. Many of these recommendations are being effectuated through this 2023 Amendment to the Kings Landing Redevelopment Plan. The Township will continue to evaluate the 2022 Master Plan Re-examination report to effectuate changes as recommended within.

## C. Transfer of Development Rights Ordinance

On March 29, 2004, the State Transfer of Development Rights Act was signed into law (N.J.S.A. 40:55D-137 et seq.), making New Jersey the first state in the country to authorize the Transfer of Development Rights (TDR) on a statewide level. Shortly thereafter, New Jersey enacted a demonstration program, awarding five municipalities grants to develop their own TDR programs. Woolwich Township was among those municipalities. In 2007, Woolwich officially adopted their TDR Plan, later updating the plan in July 2016.

The intent of the Township's Transfer of Development Rights (TDR) Ordinance is to effectuate the preservation of agricultural lands and open space and concentrate development in limited nodes of the Township. This same goal is complemented by this Redevelopment Plan, which seeks to concentrate development in the Kings Landing Regional Center.

TDR Receiving Area Parcels in the Redevelopment Plan Area	
BLOCK	LOT
6	6
7	4, 4.01, 4.02, 5
14	3, 3.01, 3.02, 17
18	4Q, 4.01, 4.02, 5, 5.01, 6Q, 6.01,
22	2Q, 2.01, 4Q
57	3Q, 3.01, 3.02
60	1Q, 2Q, 5.01, 5.02, 6, 6.01, 6.02, 7, 7.01, 7.02, 7.03, 8
61	1Q, 2Q, 7Q

The 2022 Master Plan Reexamination Report recommended that the Township's Transfer of Development Rights (TDR) be terminated. However, the Township has not yet acted on this recommendation. Therefore, the Transfer of Development Rights (TDR) Ordinance is still applicable.

## VII. RELATIONSHIP TO ZONING

This 2023 Amendment to the Redevelopment Plan supersedes and replaces the zoning of properties set forth in the Kings Landing Redevelopment Plan, adopted on July 17, 2017, the amendment to the Redevelopment Plan adopted on December 30, 2019, the amendment to the Redevelopment Plan adopted on September 20, 2021 and the amendment to the Redevelopment Plan adopted on November 2022.



The Official Zoning Map of Woolwich Township is hereby amended to designate zoning of the properties within the Kings Landing Redevelopment Area, as follows:

Pursuant to the Mount Laurel Settlement Agreement, Woolwich Township is required to adopt the zoning standards attached to the Mount Laurel Settlement Agreement as the sole governing regulations for the following properties: Block 18, Lot 4 and 6, Block 22, Lots 2, 2.01 and 4, Block 57, Lots 5, 8, 9 and 10, Block 60, Lots 1 and 2, and Block 61, Lot 6 (“Mount Laurel Settlement Agreement Properties”), and the Mount Laurel Settlement Agreement Properties can be developed as generally depicted on the Concept Plans attached to the Mount Laurel Settlement Agreement, copies of which is attached hereto as Appendix C. Woolwich Township has adopted the zoning standards governing the Mount Laurel Settlement Agreement Properties through the previously adopted 2021 Amendment to the Redevelopment Plan. To the extent there are any inconsistencies between the Mount Laurel Settlement Agreement and the 2021 Amendment to the Redevelopment Plan, the provisions of the Mount Laurel Settlement Agreement shall control and take precedence over the 2021 Amendment to the Redevelopment Plan.

A map of the Mount Laurel Settlement properties is attached hereto as Appendix B.

### VIII. RELATIONSHIP TO OTHER PLANS

#### A. State Plan

The Redevelopment Area is located in the Fringe Planning Area (PA3) and Rural Planning Area (PA4).

Parcels by State Planning Area			
Fringe Planning Area (PA3)		Rural Planning Area (PA4)	
BLOCK	LOT	BLOCK	LOT
6	5, 6	11	9, 10, 11, 11.01, 12, 12.01, 12.02, 13, 14, 15, 29
7	4, 4.01, 4.02, 5, 5.01		
8	1, 2		
9	1, 2, 3, 4, 5, 5.01, 6		
10	2, 3, 4, 5.01, 5.02, 5.03, 6, 6.01, 7		
11	6, 6.01, 6.03 (partial), 6.02, 6.04, 7, 16, 17, 18, 19, 20, 21		
12	1, 2, 2.01, 3, 3.01, 3.02, 4.01		
14	1.01, 1.02, 1.03, 1.04, 1.05, 1.06, 1.07, 1.08, 1.09, 1.10, 1.11, 1.12, 1.13, 3, 3.01, 3.02, 14, 15, 15.01, 16, 17		
15	2, 3, 3.01, 3.02		
16	1, 2, 3, 4, 4.01, 5Q		

Parcels by State Planning Area			
Fringe Planning Area (PA3)		Rural Planning Area (PA4)	
BLOCK	LOT	BLOCK	LOT
18	2, 3.02, 4Q, 4.01, 4.02, 5, 5.01, 6Q, 6.01, 7		
22	2Q, 2.01, 4Q, 4.01		
57	1, 2, 2.01, 3Q, 3.01, 3.02, 5Q, 8Q, 9Q, 10Q		
58	1		
59	6, 6.01, 6.02, 8Q, 10		
60	1Q, 2Q, 5.01, 5.02, 6, 6.01, 6.02, 7, 7.01, 7.02, 7.03, 8		
61	1Q, 2Q, 3, 4, 4.01, 5, 6Q, 6.01, 7Q, 9		
62	2, 3		

The following State Plan Policy Objectives for PA3 are advanced by this Plan:

- Planning Area 3 Land Use Policy Objective: "Focus development and redevelopment in appropriately located and designed Centers to accommodate growth that would otherwise occur in the Environs...." (p. 202)
- Planning Area 3 Economic Development Policy Objective: "Guide opportunities for economic development into Centers...." (p. 203)
- Planning Area 3 Transportation Policy Objective: "Maintain and enhance a transportation system that links Centers to each other and to the Metropolitan and Suburban Planning Areas, encouraging alternatives to the single-occupancy vehicle whenever feasible. In Centers, emphasize the use of public transportation systems and other alternatives to private cars where appropriate and feasible, and maximize circulation and mobility options...." (p. 203)
- Planning Area 3 Redevelopment Policy Objective: "Encourage appropriate redevelopment in existing Centers and existing developed areas that have the potential to become Centers, or in ways that support Center-based development, to accommodate growth that would otherwise occur in the Environs. Redevelop with intensities sufficient to support transit, a broad range of uses, efficient use of infrastructure, and physical design features that enhance public safety, encourage pedestrian activity and reduce dependency on the automobile." (p. 203)
- Planning Area 3 Public Facilities and Services Objective: "Phase and program for construction as part of a dedicated capital improvement budget or as a part of a public/private development agreement, the extension or establishment of public services, particularly wastewater systems, to support development and redevelopment in existing and new Centers, primarily in cooperation with the private sector, while minimizing conflicts between Centers and the surrounding Environs." (p. 203)
- Planning Area 3 Intergovernmental Coordination Objective: "Coordinate efforts of various state agencies, county and municipal governments to establish regional approaches to the planning and provision of facilities and services. Create public/public and public/private partnerships to locate, facilitate, coordinate and implement new development and redevelopment in Centers." (p. 204)

The following State Plan Policy Objectives for PA4 are advanced by this Plan:

- Planning Area 4 Land Use Policy Objective: "Enhance economic and agricultural viability and rural character by guiding development and redevelopment into Centers. In the Environs, maintain and enhance agricultural uses, and preserve agricultural and other lands to form large contiguous areas and greenbelts around Centers.... Development and redevelopment in the Environs should maintain or enhance the character of the area." (p. 209)
- Planning Area 4 Economic Development Policy Objective: "Promote economic activities within Centers that complement and support the rural and agricultural communities and that provide diversity in the rural economy and opportunities for off-farm income and employment. . .Any economic development in the Environs should be planned and located to maintain or enhance the cultural and scenic qualities and with minimum impacts on agricultural resources." (p. 209)
- Planning Area 4 Transportation Policy Objective: "Maintain and enhance a rural transportation system that links Centers to each other and to the Metropolitan and Suburban Planning Areas. Provide appropriate access of agricultural products to markets, accommodating the size and weight of modern agricultural equipment." (p. 209)
- Planning Area 4 Recreation Policy Objective: "Provide maximum active and passive recreational and tourism opportunities at the neighborhood and local levels by targeting the acquisition and development of neighborhood and municipal parkland within Centers. Provide regional recreation and tourism opportunities by targeting parkland acquisitions and improvements that enhance large contiguous open space systems and by facilitating alternative recreational and tourism uses of farmland." (p. 210)
- Planning Area 4 Redevelopment Policy Objective: "Encourage appropriate redevelopment in existing Centers and existing developed areas that have the potential to become Centers, or in ways that support Center-based development to accommodate growth that would otherwise occur in the Environs." (p. 210)
- Planning Area 4 Public Facilities and Services Policy Objective: "Phase and program for construction as part of a dedicated capital improvement budget or as part of a public/private development agreement the extension or establishment of public facilities and services, particularly wastewater systems, to establish adequate levels of capital facilities and services to support Centers." (p. 210)

Additionally, the zoning in this area, includes proposed commercial development which is consistent with the Statewide Policy on Design by way of its Reduction of Resource Consumption. Specifically, "[c]onsider the consumption of energy, water and materials and the potential advantages of natural over mechanical approaches when designing street layout and selecting building location, building orientation, building materials, heating and cooling systems and plant materials." (p. 178)

## **B. County & Regional Plans**

### **1982 GLOUCESTER COUNTY DEVELOPMENT MANAGEMENT PLAN**

The 1982 Gloucester County Development Management Plan lists among its goal statements the following:

- "To encourage a growth pattern that will concentrate rather than disperse development throughout the County: The Plan expresses a desire to direct growth into already developed and developing areas in order to reduce costs of providing public facilities and services, maintain the viability of existing developed areas, and conserve energy and numerous natural resources." (p. 4)
- "To encourage the continued growth of a viable, diversified County economic base: The Plan recognizes the importance of sustaining and enhancing a viable and diverse economic base in order to provide job opportunities and economic security to the County's residents." (p. 4)

This Redevelopment Area falls into the category of "Existing Development" areas on the County's Development Management Plan Map. It is in these areas that the County anticipated rehabilitation and infill development to more efficiently use the County's existing physical infrastructure while preserving its natural resources. This Redevelopment Plan furthers that vision.

## 2005 GLOUCESTER COUNTY NORTHEAST REGION STRATEGIC PLAN

The Gloucester County Northeast Region Strategic Plan was developed in 2005 to provide a uniform growth strategy for the fourteen municipalities in the northeastern portion of the county. The Plan establishes a regional context for identifying strategies and implementation mechanisms for addressing four themes: towns, corridors, subdivisions, and open space.

Land Use Strategies in the Strategic Plan include the following, which are advanced by this Redevelopment Plan:

- For towns: "Provide open space and civic spaces in the core and in the neighborhoods," and, "evaluate older buildings that do not appear to meet the needs of modern commerce (e.g. too small or too large, inadequate delivery areas, inaccessible upper floors, etc.) and adaptively reuse them for modern functions and uses while preserving their history and character."
- For subdivisions: "Provide meaningful, useful open spaces and appropriate community facilities in all new neighborhoods."
- For open space: The Strategic Plan incorporates the 1997 County Open Space Plan, which recommends open space preservation programs.

The Plan has a grading system to weigh the importance of different infrastructure projects, and how well it can satisfy the following relevant objectives:

- "Make the most of limited public resources and build on existing public investments. This would include projects that are located adjacent to existing infrastructure, near existing housing, retail, employment, recreation or cultural facilities, or in Planning Areas 1 or 2, centers or redevelopment areas."

The Plan also states a DVRPC forecast for the Northeast Region:

- “The current zoning scheme in the Northeast Region allocates the majority of future nonresidential development into the Manufacturing & Industrial categories, accounting for a 67% share (200 million square feet) of all new nonresidential development.”

## CONNECTIONS 2040 PLAN FOR GREATER PHILADELPHIA

In 2013 the Delaware Valley Regional Planning Commission (DVRPC) created a long-range plan for the future growth and development of the DVRPC region, which includes Gloucester County and thereby Woolwich Township. This Plan, titled Connections 2040, includes land use, environmental, economic competitiveness, and transportation strategies, and puts forth a vision for investing in the transportation system.

Within the document, four Core Plan Principles are identified which are intended to guide growth: Manage Growth & Protect the Environment; Create Livable Communities; Build the Economy; and Establish a Modern Multimodal Transportation System.

The following points from this Connections 2040 Plan are relevant to this Redevelopment Plan:

- Manage Growth & Protect the Environment. The establishment of greenspaces and environmental conservation is promoted in the Connections 2040 Plan. Within Woolwich, this specifically includes Raccoon Creek and Gloucester County Farm Belt B.
- Create Livable Communities. The 2040 Plan, like the State Development and Redevelopment Plan, identifies planning areas and centers as a means by which to direct growth. Woolwich Township is listed as a Planned Center, which is described as, “developments on greenfields in Growing Suburbs or Rural Areas” and places with plans that call for village-type development, incorporating mixed, integrated land uses, relatively high densities, and pedestrian connections.
- Build the Economy. While there is no directive specifically for Woolwich in the Connections 2040 Plan, the general emphasis on “coordination across state, city, and county lines, across sectoral interests, and across the public and private sectors is essential to maintaining a broad view of the region and finding a common vision, goals, and policies” is applicable to the Redevelopment Plan.
- Establish a Modern Multimodal Transportation System. The Connections 2040 Plan emphasizes Complete Streets, transportation safety, increased accessibility, and congestion and environmental impact reduction for transit in the region. While none of the circuit trails identified in the document are within Woolwich, an emphasis on bikeways and walkways is relevant.

## C. Neighboring Municipality Plans

### OVERVIEW

Swedesboro-Paulsboro Road extends through Woolwich Township—from Logan Township to the north, through Swedesboro, and continues through Harrison Township to the south. The direct link that Swedesboro-Paulsboro Road provides between these adjacent towns, and through Kings Landing, is expected to strengthen and reinforce both the existing downtown in Swedesboro and the planned Kings Landing development.

Harrison’s western border, which it shares with Woolwich, is zoned C-55 Flexible Planned Industrial-Commercial, this industrial use runs along Route 322 and is compatible with the proposed industrial uses in the Kings Landing Redevelopment Plan. Similarly, Logan Township’s shared border with Woolwich, also along Route 322, is zoned LI Light Industrial—the zone is a part of the Commodore 295 Planned Industrial Development (PID) (AKA Liberty, AKA Prentiss/Copley Investment Group PID, Approved Resolution 401.91) as well. Swedesboro Borough’s northernmost border to Woolwich is zoned LM Light Manufacturing and R2 Residential, both of which are separated from the redevelopment area by Raccoon Creek.

## THE TOWNSHIP OF HARRISON

Harrison Township’ 2018 Land Use Re-Exam shares goals and compatible land uses that support the Kings Landing Redevelopment Area. The Plan lists the following relevant goals:

- “Employment Objectives: The Township should direct its efforts toward the location and development of planned office industrial-warehouse areas in the immediate vicinity of the major regional traffic arteries in order to take advantage of the regional transportation network and to limit impacts within the critical portion of the Township. To achieve this goal, planning should:
- Promote the development of clear industrial uses, office-warehouse uses, and commercial services uses in locations which have good regional roadway service which will not adversely affect existing or proposed residential development.” (p. 13)

## THE BOROUGH OF SWEDESBORO

The Master Plan Reexamination Report for the Borough of Swedesboro was adopted in 2008, and it shares goals that also support the Kings Landing Redevelopment Area. The Plan lists the following goals from the 1986 Master Plan update that remain relevant to the borough’s current reexamination and to the Kings Landing Redevelopment Area:

- “Coordination of efforts between the Borough and the Township of Woolwich, notably circulation planning.” (p. 1)
- “The importance of staying abreast of regional planning efforts.” (p. 1)

“The borough recognizes that the economic structure and conditions requires new and creative methods to attract outside dollars into the community to maintain viable businesses with the commercial and industrial areas and attract customers to the commercial areas within the Borough, especially the downtown shopping district.” (p. 10) The Local Economy section states the following relevant goal:

- “To guide the location of public, commercial, industrial, and light manufacturing uses to sites and locations which are suitable for their intended use, considering the environmental, economic, and geographic implications and compatibility with existing uses, public facilities, roadways, and natural features.” (p. 10)



## IX. REDEVELOPMENT PLAN

This chapter of the 2023 Amendment to the Redevelopment Plan provides the process and land use requirements for the redevelopment of the properties within the Kings Landing Redevelopment Area. The zoning indicated in this plan is superseding. As such, any development standard or zone which are not explicitly detailed within this document, shall be regulated by the Woolwich Township zoning ordinance.

### *Commercial Development Zone*

The Commercial Development (CD) zone will provide sales and services necessary to sustain the regional community with commercial, office, and light industrial locations, generally adhering to the permitted uses, accessory uses, conditional uses, zoning and design requirements consistent with the Township’s Corridor Commercial (CC) zone (Subsection 137 of Chapter 203, Zoning). Recognizing significant changes currently underway in the retail economy resulting from internet-based eCommerce, and the logistics framework necessary to support this growing industry, which includes warehousing, distribution, and fulfillment centers located within proximity to major highways, the Commercial Development zone provides supplemental bulk and design standards relevant to these specific uses, while still respecting the intent of the Commercial Corridor zone. Pursuant to the Mount Laurel Settlement Agreement, Block 60, Lot 1(part) and Lot 2 and Block 61 Lot 6 have been added to the CD zoning district.

Commercial Development Zone	
BLOCK	LOT
<b>6</b>	<b>6 (part)</b>
<b>7</b>	<b>4.01, 4.02</b>
<b>11</b>	<b>6, 6.01, 6.02, 6.03 (part), 6.04, 7, 9, 10, 11, 11.01, 17, 18, 19, 20, 21</b>
<b>12</b>	<b>3</b>
<b>58</b>	<b>1</b>
<b>59</b>	<b>5, 6, 6.01, 6.02, 8, 10</b>
<b>60</b>	<b>1 (part), 2</b>
<b>61</b>	<b>1, 2, 3, 4, 4.01, 5, 6, 7, 8, 10</b>
<b>62</b>	<b>1, 2, 3</b>

With the exception of Mount Laurel Settlement Agreement parcels, Block 60, Lot 1(part) and Lot 2 and Block 61, Lot 6, any Applicant/landowner seeking utilize any of the permitted uses or conditional uses in the Commercial Development (CD) zone other than the permitted uses listed in B(1) below must have entered into a Redevelopment Agreement with the Township. Execution of a Redevelopment Agreement shall be a mandatory checklist item for any application for development as the term is defined in N.J.S.A. 40:55D-3 for any parcel (except for Mount Laurel Settlement Agreement properties: Block 60, Lot 1(part), and Lot 2 and Block 61, Lot 6) seeking to utilize the any permitted use or conditional use in Commercial Development (CD) zone other than the permitted uses listed in B(1) below and any such application shall not be deemed complete pursuant to N.J.S.A. 40:55D-10.3 until proof of an executed Redevelopment Agreement has been submitted as part of the application. Only after execution of a Redevelopment Agreement may an Applicant/landowner submit an application for development to the Joint Land Use Board for completeness review for any use other than the permitted uses listed in B(1) below. A Redevelopment Agreement shall not be required and shall not be a checklist item for an application seeking solely to utilize the permitted uses set forth in B(1) below or for any application for development submitted for the Mount Laurel Settlement Agreement parcels, Block 60, Lot 1(part)

and Lot 2 and Block 61, Lot 6.

A. Goal: to provide locations for sales and services necessary to sustain the regional community with uses that are auto-dependent, that are single- and multiuse buildings, and that may or may not be on individual lots.

B. Permitted uses.

- (1) All uses permitted in §203-137 (Corridor Commercial).
- (2) Warehouse of goods and products, provided that no goods are sold at retail from the premises.
- (3) Order fulfillment centers with or without accessory transshipment facilities and related “last mile” activities, as well as the ability to accept returns and transact limited sales and exchanges.
- (4) A site may contain a combination of the above permitted uses.

C. Accessory uses.

- (1) Customary accessory uses and accessory buildings incidental to the above permitted principal uses in §203-137 (Corridor Commercial) and §203-186 (Neighborhood Commercial) Zones.
- (2) Office space related to a warehouse or distribution/warehouse use.

D. Conditional uses.

- (1) Conditional uses as permitted in §203-137 (Corridor Commercial).
- (2) Marijuana Establishment Class 1, Cannabis cultivators; Class 2, Cannabis manufacturers; Class 3, Cannabis wholesalers Class 4; Cannabis distributors; and Class 6, Delivery Service; only to an applicant, property owner, developer or redeveloper that has an executed Redevelopment Agreement with the Township. An executed Redevelopment Agreement with the Township shall be required (as a checklist item) as part of an application submission to the Township’s Planning Board or as part of any other application for land use approvals utilizing zoning under this amendment. The definitions set forth in the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act, N.J.S.A. 24:6I-1 et seq. (the “Act”), are incorporated herein and the relevant terms shall have the same meaning and definition as set forth in the Act.

(a) The permitted conditional uses shall be subject to the following special requirements:

- [1] The cannabis establishment, cannabis distributor or cannabis delivery services shall be duly licensed by the State of New Jersey with its license maintained in good standing.
- [2] Classes 1, 2, 3, 4 and 6 shall comply with all standards indicated under the Commercial Development Zone and shall be treated as either a warehouse or distribution/warehouse facility.



- [3] No vehicular access is permitted from a residential street.
- [4] No cannabis establishment, cannabis distributor or cannabis delivery services shall be located closer than 1,000 feet from a public or parochial school and no closer than 500 ft. from residential zone, church, private school, child-care center, or public park.
- [5] Cannabis paraphernalia shall not be displayed or visible from the building's exterior.
- [6] On-site sales of alcohol or tobacco products are prohibited.
- [7] On-site consumption of food, alcohol, tobacco, or cannabis products is prohibited.
- [8] Signage shall follow the standards prescribed in the Township's Comprehensive Sign Plan for the Woolwich Regional Center for freestanding office buildings (§203-151) and the following requirements:
  - [A] No sign shall contain any visual representation of cannabis or associated paraphernalia.
  - [B] Cannabis establishment, cannabis distributor or cannabis delivery services shall not display on the exterior of the facility advertisements for marijuana, marijuana paraphernalia or a brand name except for the purposes of identifying the building by the permitted name.
- [9] All licensed facilities shall submit a detailed security plan, which shall be subject to the review and approval of the Township's Chief of Police. Such plan should include measures and procedures designed to protect both tenants and the visitors from criminal activity, unsafe conditions and incidents of nuisance/harassment. Any approval granted may be rescinded at any time such plan fails to comply with the approved procedures of the security plan or which fails to provide adequate security and safety for tenants and visitors. The proposed security plan shall include at a minimum:
  - [A] a map of all points of public entry and a description of all security measures (e.g., locks, alarms, access keypads, security cameras, foot patrols) to restrict access by unauthorized persons;
  - [B] procedures for maintaining records which shall include the date and a detailed description of all incidents of suspected criminal activity/unlawful behavior, unauthorized access, assaults, threatening conduct or harassment and a detailed description of the action taken in response to each complaint;
  - [C] procedures for maintaining records of regular audits to ensure that the security plan is current and that procedures are being followed.
- [10] Classes 1, 2, 3, and 4 shall provide an air treatment system with sufficient odor absorbing ventilation and exhaust systems such that any odor generated inside the facility is not detectable by a person of reasonable sensitivity anywhere on

adjacent property, within public rights of way, or within any other unit located within the same building as the licensed facility if the use only occupies a portion of a building. At no cost to the Township, odor from the facility shall be monitored by a qualified contractor chosen, on an annual basis, by the Township.

[11] All licensed facilities shall be subject to the maximum local cannabis transfer tax and user tax, as authorized by the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (P.L. 2021, c. 16).

E. Except as modified in the following sections for warehouse and distribution/warehouse facilities, the goals, standards, requirements, and recommendations of the Corridor Commercial District, as described in §203-137, shall prevail for all uses in the Commercial Development District.

F. For warehouse and distribution/warehouse facilities the following principles best embody the purpose, goals and objectives of the Commercial Development District:

- (1) Commercial buildings should be clean, simple and inviting.
- (2) Signage should be integrated into architecture.
- (3) Modern materials are acceptable if they respect well-established rules of scale and rhythm.
- (4) Generous landscape buffers provide the setting for single-use commercial and light industrial establishments.
- (5) Driveways directly accessing Route 322 should be limited, with internal access between uses and neighboring properties encouraged.
- (6) Pedestrian walkways remain important even in a more auto-dependent environment.
- (7) Fenestration can be used effectively to provide a rhythm of solid and void, where appropriate.
- (8) Individual or multitenant flex space is a typical need of growing communities.
- (9) Environmental best practices that mitigate impacts of large scale development, including the use of green infrastructure to manage stormwater, minimize urban heat island effect, and maximize water and energy efficiency.

G. Size and scope.

- (1) FAR 0.45 maximum.
- (2) May be single- or multi-tenant buildings.
- (3) Buildings are permitted to be no greater than 60 feet tall or three stories.
- (4) Front yard parking is permitted, pursuant to subsection G (3) below.
- (5) On-street parking on Route 322 is not permitted.
- (6) Cross access between separate warehouse, light industrial, and distribution/warehouse facilities is permitted between adjacent properties or separate facilities on site. With the exception of Block 60, Lots 1 and 2, warehouse, distribution/warehouse, and light industrial facilities shall not share access with a retail, commercial, office, or residential use. Within Block 60, Lots 1 and 2, warehouse, distribution/warehouse, and light industrial

facilities shall be permitted to share accesses with retail, commercial or office uses.

H. The site.

- (1) Architecture and design. Understanding that design guidelines intended for commercial, retail, and small-scale light industrial uses may not be appropriate or aesthetically pleasing for larger scale warehouse or distribution/warehouse uses, developers shall seek to incorporate the following design concepts into the proposed redevelopment. Developers shall submit with their application for development, a written design concept statement that supports the reasoning behind the proposed design and site plan and explains how and why the project design is consistent with the intent of the CD Zone. The requirement to submit a written design statement shall not apply to the Mount Laurel Settlement Agreement Properties.

The design concepts are as follows:

- (a) Contextual neighborhood consistency.
- (b) Special architectural features at corners.
- (c) Private outdoor spaces accessible to employees that are screened from public view.
- (d) Off-street parking and loading shall be screened from public roadways and pedestrian paths.
- (e) Bus shelters, where appropriate, and bicycle storage facilities, such as bike racks.
- (f) Incorporation of the design standards in Subsection H (1) below.
- (g) Consideration of the recommended design guidelines in Subsection H (2) below.
- (h) Environmental design, including techniques to reduce water and energy usage and incorporate green infrastructure and other sustainable practices.

- (2) Zoning requirements for warehouse and distribution/warehouse facilities are shown in the table below:

	Minimum	Maximum
<b>Buffer/Pedestrian zone*</b>		
Front	75 feet	---
Side (Adjacent to Residential Zone)	75 feet	
Side (Adjacent to Non-Residential Zone)	50 feet	
Rear (Adjacent to Residential Zone)	75 feet	---
Rear (Adjacent to Non-Residential Zone)	50 feet	
Between different uses on same property**	50 feet	---
<b>Sidewalk width (internal)</b>	5 feet	---
<b>Sidewalk/multi-use pathways</b>		
Multi-Use Pathway (Along Route 322)	12 feet***	
Sidewalk (Along Locke Avenue	6 feet	
Paved Pathway (Along Stone Meetinghouse Road)	6 feet	
<b>Lot area</b>	2 acres	---
<b>Lot width</b>	200 feet	---
Corner lot	200 feet	---

	Minimum	Maximum
<b>Lot depth</b>	250 feet	---
<b>Impervious coverage</b>	---	75%
<b>Building Setbacks</b>		
Front yard setback	100 feet	---
Side yard setback	100 feet	---
Rear yard setback	100 feet	---
<b>Parking and Loading Setbacks</b>		
Automobiles and light trucks (From External Rights of Way)	75 feet	
Parking and Loading for Semi-Trailer Trucks (From External Rights of Way)	100 feet****	
Adjacent to lot lines shared with residential or commercial use or zone	75 feet	
Adjacent to lot lines shared with light industrial, warehouse, or distribution/warehouse use	50 feet	
* A buffer shall not be required along the municipal boundary shared with Harrison Township for properties held in common ownership with the developer. Cross-access and utilization shall be encouraged between the parcels under common ownership. In lieu of CD buffer requirements, the buffer between the CD zone and the MLC zone on Block 60, Lot 1, shall be required to meet the buffer and screen requirements set forth in: <i>Buffer and Screen Standards (applicable to the Mount Laurel Settlement Agreement Properties other than CD-zoned properties)</i> .		
** When commercial or retail uses are located on the same property as a warehouse or distribution/warehouse facility, a buffer shall be provided between the two uses.		
*** Upon demonstration of sufficient site design constraints to the satisfaction of the Joint Land Use Board, the multi-use pathway may be reduced to 8 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.		

(3) Parking requirements for warehouses and distribution/warehouse facilities.

- (a) Off-street parking provided through driveways. Driveway widths for a warehouse and distribution facility may exceed the maximum requirement established by 203-81 B (11), however no driveway width shall exceed 50 feet.
- (b) No loading bays or semi-trailer truck parking shall be visible from Route 322 and from adjacent residential uses or zones. Loading bays located in the side yards or along other road frontages shall be screened from public view through the use of screen walls, fences, vegetation, berms, other landscape treatment, or a combination thereof.
- (c) Porous pavement, where appropriate, should be considered to the greatest extent practicable. Porous pavement in parking courts, sidewalks, and drive aisles is permitted to address stormwater.
- (d) Off-Street Parking

- [1] Minimum off-street parking for warehouse facilities: one (1) space per 2,500 square feet of total floor area.
- [2] Minimum off-street parking for distribution/warehouse facilities: one (1) space

per 1,500 square feet of total floor area.

- [3] For warehouse and distribution/warehouse facilities where office space is accessory to the principal use at no more than 10 percent of the total floor area, the above off-street parking requirements shall be inclusive of both uses. Where the amount of office space exceeds 10 percent of the total floor area, one parking space shall be provided for each 300 square foot of office space floor area which exceeds 10 percent of the total floor area.
  - [4] If a proposed development requires more parking spaces for non- residential uses than can be accommodated on site, and a shared parking agreement cannot be arranged with a neighboring property owner, the developer may provide additional parking spaces at an off-site location if it can be demonstrated that the site will realistically address the parking shortfall to the satisfaction of the Joint Land Use Board.
  - [5] Understanding that advancements in technology will continue to shape development, such as through automation, eCommerce- based delivery applications, and the likely introduction of self- driving cars, it is entirely possible that the parking standards in this Redevelopment Plan may exceed the realities of market demand. The Joint Land Use Board may grant a request by an applicant to bank a portion of the required spaces for potential future development should demand require. Such a request shall include testimony and evidence that the parking demands for the proposed use will not require the number of spaces specified in this Redevelopment Plan or in Chapter 203 (Zoning).
- (e) Parking lots shall be landscaped to break down scale, provide user comfort and to modulate microclimate.
  - (f) Parking setbacks.
    - [1] Parking areas for automobiles and light trucks may be permitted 75 feet from external rights of way.
    - [2] Parking and loading areas for semi-trailer trucks may be permitted 100 feet from external rights of way. This setback 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.
    - [3] For warehouse and warehouse/distribution uses, no parking or loading areas, shall be located within 75 feet of any lot line shared with any residential or commercial use or district. Parking areas may be permitted within 50 feet of a lot line shared with a light industrial or another warehouse and warehouse/distribution use.
- (4) Performance standards for industrial uses shall follow the standards prescribed in the Township's Supplemental Use Controls (§203-65).
  - (5) Except as modified by the Redevelopment Plan for the Commercial Development Zone, landscaping shall follow the standards prescribed in the Township's Supplemental Use Controls (§203-68).

- (6) Except as modified by the Redevelopment Plan for the Commercial Development Zone, buffer and screening shall follow the standards prescribed in the Township's Supplemental Use Controls (§203-69).
  - (a) Shared use paths, as described in Subsection H(1)(f) below, may be located within the buffer area.
  - (b) Plant suitability, maintenance and compatibility with site and construction features are critical factors which shall be considered. Plants shall be nonexotic, noninvasive and drought-tolerant and to the best possible xeriscape. See the Public Spaces Plan for species options.
  - (c) Except as permitted for shared use paths and freestanding signage, no activity, material storage, or parking of vehicles shall be permitted within a buffer or screen area.
  - (d) Buffer areas shall utilize underground irrigation systems. Water-efficient irrigation systems are encouraged, including systems that minimize the use of potable water and systems that recycle rooftop runoff.
- (7) Signage shall follow the standards prescribed in the Township's Comprehensive Sign Plan for the Woolwich Regional Center for freestanding office buildings (§203-151).
- (8) Lighting
  - (a) Freestanding lights shall not exceed 30 feet in height.
  - (b) Except as modified by this section, lighting shall follow the standards prescribed in the Township's General Design Standards for the Woolwich Regional Center (§203-162) and the design standards enumerated in Article IX Parking and Loading (§203-81 (4)).
  - (c) The Joint Land Use Board may grant a request by an applicant to reduce illumination where appropriate.
- (9) An elevated water storage tower may have a structure height not exceeding 175 feet above the average grade elevation at the base of the elevated water storage tower.

## I. 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] Boulevards and Highways: A 12-foot-wide shared use path shall be provided along Route 322.
    - [B] Local Connector: A 6-foot-wide sidewalk shall be provided along Locke Avenue.
    - [C] Rural Highways: A minimum 6-foot-wide paved path shall be provided along Stone Meetinghouse Road.
  - [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 side roads not fronting Route 322, provided enhanced landscape screening and berming is utilized to the satisfaction of the Joint Land Use Board.
- (h) Recommended Design Guidelines. As part of the written design concept statement in section H(1) above, 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.

*Mixed Use Downtown Zone*

The Mixed Used Downtown (MUD) zone will provide a location for commercial uses that include commercial and office locations and residential opportunities in individual or multi-use buildings, adhering to the permitted uses, accessory uses, conditional uses, zoning requirements, and design requirements consistent with the Township’s Mixed Use (MU) zone (Subsection 178 of Chapter 203, Zoning), except as modified below:

Mixed Use Downtown Zone	
BLOCK	LOT
<b>7</b>	<b>5 (part)</b>
<b>12</b>	<b>1, 2, 2.01, 3.01, 3.02, 4.01</b>

A. Permitted uses:

- (1) All permitted uses of the CC zone, except for light industrial and light assembly shall not be permitted.
- (2) All permitted uses in the Township’s Mixed Use (MU) zone.
- (3) Residential units as part of a mixed-use retail/residential development may be permitted pursuant to the following:
  - (a) Residential may be part of a vertical (residential above non-residential) or horizontal (residential and non-residential on the same site) mixed use development.
  - (b) The following residential dwelling types shall be permitted as part of a horizontal mixed-use development:
    - i. Single-family semidetached dwelling
    - ii. Single-family attached dwelling
    - iii. Two-family dwelling
    - iv. Triplex
    - v. Multifamily dwelling
  - (c) Residential units as part of a part of a mixed-use retail/residential development shall require participation with the TDR program.
  - (d) Along Route 322, a 12-foot multi-use pathway is required. Upon demonstration of sufficient site design constraints to the satisfaction of the Joint Land Use Board, the multi-use pathway may be reduced to 8 feet.



*Corridor Commercial Zone*

The Corridor Commercial zone within the Redevelopment Area, for the area east of Swedesboro-Paulsboro Road, also provides sales and services necessary to sustain the regional community with commercial and office locations, and to better suit the intent of the Redevelopment Area, it shall adhere to the permitted uses, accessory uses, conditional uses, zoning requirements, and design requirements consistent with the Township’s Corridor Commercial (CC) zone (Subsection 137 of Chapter 203, Zoning).

Corridor Commercial Zone	
BLOCK	LOT
<b>6</b>	<b>5</b>
<b>7</b>	<b>4, 4.03, 5.01</b>
<b>9</b>	<b>5, 6</b>
<b>10</b>	<b>1, 3, 4, 5.01</b>
<b>11</b>	<b>12, 12.01, 12.02, 13, 14, 15, 29</b>
<b>14</b>	<b>1.01, 1.02, 1.03, 1.04, 1.05, 1.06, 1.07, 1.08, 1.09, 1.10, 1.11, 1.12, 1.13, 14, 15, 15.01, 16</b>
<b>15</b>	<b>1, 2, 3, 3.01, 3.02</b>
<b>16</b>	<b>5</b>
<b>57</b>	<b>3 (part)</b>

*Mount Laurel Commercial Zone (Commercial Zone in Mount Laurel Settlement Agreement)*

The Mount Laurel Commercial Zone (MLC) zone will provide sales and services necessary to sustain the regional community with commercial and office.

Mount Laurel Commercial Zone	
BLOCK	LOT
<b>60</b>	<b>1 (part)</b>

The purpose of the Commercial Zone is to provide specific zoning controls to accommodate commercial and retail uses on the portion of the Mount Laurel Settlement Agreement Properties located on U.S. Route 322 (a/k/a Swedesboro Road) designated as Block 60, Lot 1. This zoning district is adopted as part of the–Mount Laurel Settlement Agreement.

- A. Goal: to provide locations for sales and services necessary to sustain the regional community with uses that are auto-dependent, that are single- and multiuse buildings, and that may or may not be on individual lots.
- B. Permitted uses.
  - (1) Child or adult day care facilities.
  - (2) Anchor or magnet stores, shopping centers, supermarkets, wholesale clubs, lumber, hardware and garden centers.
  - (3) Bakeries, confectioners.

- (4) Breweries, wineries and distilleries.
- (5) Business and household service uses including repair shops for business equipment, appliances and the shops of tradesmen such as plumbers and electricians.
- (6) Delicatessen/carryout.
- (7) Funeral homes and mortuaries.
- (8) Greenhouses, including retail sales.
- (9) Florists.
- (10) Health and fitness centers; dance and exercise studios.
- (11) Mechanical car wash, automobile detailing facility.
- (12) Offices for administrative, executive, professional, business sales, government offices and similar uses, the normal attributes of which do not involve the storage, exchange or delivery of merchandise to the general public.
- (13) Office of banks, credit unions, savings and loan associations and other similar financial institutions not having drive-through facilities for the transaction of business from motor vehicles.
- (14) Office of banks, credit unions, savings and loan associations and other similar financial institutions having drive-through facilities for the transaction of business from motor vehicles.
- (15) Office furniture and supplies, auto and rental equipment.
- (16) Hospitals, outpatient medical, rehabilitation or dental offices or clinics.
- (17) Outpatient surgical centers.
- (18) Personal service businesses including hair salons, tanning salons, nail salons, dry cleaning outlets, dressmaking or tailor shops, shoe repair shops, printing and reproduction services, shipping centers, package facilities, and similar type uses except for tattoo studios and body piercing establishments unless located in a hair or nail salon.
- (19) Public transportation stations and shelters.
- (20) Recreational and sport facility, indoor and outdoor, commercial.
- (21) Rental halls for meetings and social occasions.
- (22) Repair and maintenance of equipment and machines normally utilized in any of the uses permitted in this district.
- (23) Research, experimental or testing laboratories.
- (24) Restaurant, full service, fast food, or take-out, with or without drive-through, patio and/or curbside pickup Restaurant, full service or fast food freestanding, no drive-through.
- (25) Brewpubs.
- (26) Veterinarian office and animal hospital, provided there is no outdoor use area or overnight boarding.
- (27) Automobile dealerships for new or used cars and trucks.
- (28) Utility facilities, including telephone, water, sewer, electricity and gas.
- (29) Wireless telecommunications towers and antenna located entirely within an existing building or on the roof or side of a building or attached to an existing structure.
- (30) Retail sales and services, including newspapers, gifts, novelties, tobacco products, drugs (including marijuana dispensaries), food, clothing, spirits, confections, florist items, books and specialty merchandise, automotive supplies and services, including convenience stores (with or without fuel pumps), with or without drive-through.
- (31) Breweries, wineries and distilleries.

- (32) Theaters for motion pictures, digital streaming and live performances (other than XXX-rated), with or without food and beverage service, including alcoholic beverages.
- (33) Indoor and outdoor amusement, recreation, entertainment and leisure uses not otherwise prohibited.
- (34) Art galleries and studios.
- (35) Dinner theaters.
- (36) Indoor and outdoor farm and food markets including food halls.
- (37) Hotels and motels, extended-stay, conference centers.
- (38) Sale and/or installation of tires, batteries, oil changes and other ancillary automobile maintenance services.
- (39) Public libraries and museums.
- (40) Commercial educational facilities such as tutoring centers, but not including private schools or nursery schools.

C. Accessory uses.

- (1) Kiosks, street vending carts, market stalls and food trucks.
- (2) Flag poles; clock towers.
- (3) Parking structures.
- (4) Temporary building or yards for construction materials or equipment, both incidental and necessary to construction in the immediate area.
- (5) Temporary construction trailers.
- (6) Surface parking lots.
- (7) Walls and fences.
- (8) Signage
- (9) Outdoor/Sidewalk sales and display.
- (10) Outdoor/Patio dining areas.
- (11) Outside customer pick-up areas.
- (12) Gas pumps, associated with a retail store or convenience store.
- (13) Drive-thru associated with a bank, ATM, retail store, personal service and/or restaurant or fast-food restaurant, provided that drive-thru access is from Route 322 or Kings Highway.
- (14) Wireless telecommunications antennas located entirely within an existing building or on the roof or side of a building.
- (15) Regional stormwater detention basin.
- (16) Regional water tank.
- (17) Sewer pump station.
- (18) Any and all other accessory uses or structures which are customarily incidental to any permitted principal use.

D. Area, bulk and dimensional standards.

- (1) Building height: 60 feet maximum.
- (2) Minimum lot area: 5 acres.
- (3) Minimum lot width: 100 feet.
- (4) Minimum lot depth: 150 feet.

- (5) Maximum impervious coverage: 80% of the entire tract or development area.
- (6) Minimum yards.
  - (a) Front yard: 40 feet from Route 322 and Kings Highway.
  - (b) Side yard: 25 feet
  - (c) Rear yard: 25 feet.
- (7) Parking:
  - (a) Off-street parking stalls shall be 9 feet by 18 feet and, where practical, applicants may provide up to 10% of required parking inventory in the form of compact parking stalls measuring 8 feet by 18 feet. Parking spaces shall not be utilized for outdoor display and/or sales of retail products.
  - (b) Parking shall be provided at a ratio of four spaces per 1,000 square feet of gross leasable area for uses located within a shopping center. All stand-alone commercial uses shall be parked at the ratio required by Section 203-81 of the Zoning Ordinance as attached hereto as Appendix J.
  - (c) Off-street parking lots shall be accessed by means of common driveways. Cross-access easements for adjacent lots with interconnected parking lots shall be required.
  - (d) Sidewalks shall be provided at building entrances and shall be a minimum of 8 feet in width.
  - (e) Pedestrian crosswalks shall be provided at appropriate intervals.
  - (f) Shared parking shall be permitted. An applicant seeking to satisfy its parking requirement using a shared parking approach shall prepare a parking report that documents how an adequate supply of parking spaces will be provided to satisfy projected parking demand. The report shall be prepared using procedures presented in the most recent version of the report "Shared Parking," published by the Urban Land Institute. The report shall be prepared using the most current shared parking methodology published by the Urban Land Institute or the Institute of Transportation Engineers.
- (8) Patios shall be set back a minimum of 5 feet from side and rear property lines.
- (9) Required setbacks adjacent to Kings Highway and US Route 322 shall be measured from the right-of-way. All required setbacks from internal roads shall be measured from face of curb or edge of cartway.
- (10) Buildings.
  - (a) Building height calculations shall exclude building service equipment (e.g., mechanical services, elevator penthouses, condensers, exhaust fans, air-conditioning and similar equipment), stair enclosures, skylights or atrium structures, and roof-access stairwells and architectural enhancements and appurtenances (e.g., parapets, chimneys, cupolas, steeples, spires, belfries, towers, corner towers, flagpoles and similar elements), provided that such shall not exceed applicable height requirements by greater than 15 feet.
  - (b) Awnings and canopies may project over a sidewalk, provided that such structure has a minimum vertical clearance of eight (8) feet and is set back a minimum of four (4) feet from the right-of-way along the street.

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

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

E. Buildings.

- (1) Building height calculations shall exclude building service equipment (e.g., mechanical services, elevator penthouses, condensers, exhaust fans, air- conditioning and similar equipment), stair enclosures, skylights or atrium structures, and roof- access stairwells, landmark signage structures, and architectural enhancements and appurtenances (e.g., parapets, chimneys, cupolas, steeples, spires, belfries, towers, corner towers, flagpoles and similar elements), provided that such shall not exceed applicable height requirements by greater than 15 feet.
- (2) Awnings and canopies may extend from a building into the street right-of-way line and may project over a sidewalk in the right-of-way, provided that such structure has a minimum vertical clearance of eight (8) feet and is set back a minimum of four (4) feet from curb line along the street.
- (3) All building types shall be permitted to have basements.
- (4) Area, bulk and dimensional requirements for wireless telecommunication facilities shall be subject to the provisions of Section 203-50 of the Woolwich Township Code.

F. Boundary Tolerance

As set forth in Paragraph 3.e of the Mount Laurel Settlement Agreement, the district boundary line between the MLC zone and the CD zone on Block 60, Lot 1 shall include a minimum of 125 foot-wide shared area of land between the MLC zone and CD zone boundary line (“Overlay Area”) to be zoned both CD and MLC to allow the Inclusionary Developer to use either zoning, at its election, for the Overlay Area. The subdivision boundary line between the MLC zone and CD zone may shift approximately 125 feet based upon the development and zoning eventually used as elected by Inclusionary Developer.

*Mount Laurel Residential Zone (Residential Zone in Mount Laurel Settlement Agreement)*

The Mount Laurel Residential (MLR) zone is to create desirable new neighborhoods consisting of a mix of housing types that may include single-family dwelling units, twins, townhomes and multifamily dwellings. This zone is adopted as part of the Mount Laurel Settlement Agreement.

Mount Laurel Residential Zone	
BLOCK	LOT
18	4, 6
22	2, 2.01, 4

A. Goal: to provide locations for sales and services necessary to sustain the regional community with uses that are auto-dependent, that are single- and multiuse buildings, and that may or may not be on individual lots.

B. Tract Requirements

- (1) Minimum tract area. 10 acres.
- (2) Minimum open space. Each tract developed for residential purposes shall provide at least 5% of the total tract area as open space designed and intended for the use or enjoyment of residents of the development. Such open space may be provided either on the tract or on another tract. Open space may contain such complementary structures and improvements as are necessary and appropriate for the use or enjoyment of residents and owners of the development, including, but not limited to green areas (not including required buffer yards), public lawns or pocket parks, civic greens, squares and plazas, outdoor recreation facilities, playgrounds, sports courts, athletic fields, trails or walking paths, conservation areas, water features, community gardens, and dog parks. Stormwater detention basins may be located within required open space where such basins are designed to serve as water features or garden features for the development.
- (3) Street standards. All residential streets, including alleys if provided, shall meet the design standards contained in R.S.I.S. (N.J.A.C. 5:21-4), provided that deviations and/or alternative standards may be permitted by the Joint Land Use Board. Where streets are designed and constructed to public street standards, the Township shall accept dedication of such streets.
- (4) Parking requirements. All off-street parking for residential uses shall be designed to comply with the parking standards as set forth in RSIS, provided that de minimis deviations and/or alternative standards may be permitted by the Joint Land Use Board. The number of parking spaces required for any permitted accessory non-residential use within a residential development shall be 2.0 parking spaces per 1,000 square feet of gross leasable area.
- (5) Perimeter setbacks. All dwellings within a residential development shall be set back 20 feet from all perimeter property lines and/or the existing street rights-of-way of Kings Highway and Asbury Station Road, except that all multifamily buildings shall be set back at least 25 feet from the existing street rights-of-way of Kings Highway and Asbury Station Road.
- (6) Phasing. If development of the tract is proposed in multiple phases, a phasing plan shall be provided. The phasing plan shall identify the portions of the tract proposed 1 for preliminary and final site plan approval as well as any phases reserved for future development. A concept plan for the entire tract, depicting both proposed first phase development and illustrating one or more scenarios for potential future phases, shall be provided. Appropriate cross-access easements for vehicular and pedestrian circulation shall be applied in the event of further subdivision.
- (7) Affordable Housing
  - (a) The MLR zone shall provide for family non-age-restricted affordable housing for very-low-, low-, and moderate-income households. Ninety (90) affordable units must be provided across the approximately nine-hundred (900) total units permitted to be developed within the MLR zone.
  - (b) All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the affordable units (rounded to the nearest whole number) shall be required to be for very-low-income households earning thirty percent (30%) or less of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq.

(“FHA”). Therefore, of the ninety (90) affordable units required, twelve (12) of the affordable units shall be very-low-income units.

- (c) All of the affordable units shall be integrated with the multi-family market-rate units to the extent feasible, and the affordable units shall not be concentrated, if feasible, in separate building(s) or in separate area(s) from the market-rate units, except that the developer is not required to do affordable single-family homes. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed to the extent feasible within each building with market-rate units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units within the same phase of development as the affordable units, provided amenities, common areas, or recreation areas and facilities are available for such market-rate units in the same phase.
- (d) The affordable units will be subject to the 30-year affordable deed restriction as provided for by UHAC, and the Township and Developer agree that, following the thirty (30) year restriction, the Township may only release the affordable restrictions in accordance with UHAC or applicable law at the time.
- (e) Construction of residential units for the entire MLR development, regardless if approved in stages, shall be subject to the phasing schedule for affordable housing units established by N.J.A.C. 5:93-5.6(d). For instance, if 900 total units are approved (810 market rates and 90 affordables):

- [1] Inclusionary Developer can build 202 market-rate units before it has to provide an affordable unit.
- [2] Before Inclusionary Developer can complete the two-hundred-and-third (203<sup>rd</sup>) market-rate unit, nine (9) affordable units must be completed;
- [3] Before Inclusionary Developer can complete the four-hundred-and-fifth (405<sup>th</sup>) market-rate unit, forty-five (45) affordable units must be completed;
- [4] Before Inclusionary Developer can complete the six-hundred-and-seventh- (607<sup>th</sup>) market-rate unit, sixty-eight (68) affordable units must be completed; and
- [5] Before Inclusionary Developer can complete the seven-hundred-and-twenty-ninth (729<sup>th</sup>) market-rate unit, ninety (90) affordable units must be completed.

- (f) All of affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include, but is not limited to, the community and regional organizations identified in the Settlement Agreement between Woolwich and Fair Share Housing Center: Fair Share Housing Center; the New Jersey State Conference of the NAACP; the Latino Action Network; all Gloucester, Burlington and Camden County-based branches of the NAACP; the Supportive Housing Association of New Jersey; and the New Jersey Housing Resource Center.

### C. Permitted uses.

- (1) Multifamily dwellings
- (2) Twins.

- (3) Townhomes.
- (4) Single-family detached dwellings.
- (5) Duplex, triplex;
- (6) Zero-lot line dwellings (single-family detached dwellings with one exterior wall built along the side yard property line without any setback).
- (7) Patio homes (single-family detached dwellings which have a patio easement extending to the exterior wall of the adjacent dwelling).
- (8) Independent senior living, assisted living facilities, continuing care retirement communities, nursing and/or convalescent care facilities.
- (9) Public transportation stations and shelters.
- (10) Utility facilities, including but not limited to telephone, water, sewer, electricity, and gas.
- (11) Township-operated public facilities.

D. Accessory uses.

- (1) Clubhouse or common amenity area, including, but not limited to: a fitness center; wellness center; swimming pool; leasing office; entertainment center; multi- 2 purpose rooms; meeting rooms; indoor or outdoor resident food and beverage area, including alcoholic beverages, and a business center. Said building or use shall be open only to the residents of the community and their guests and shall not be open to the public at large.
- (2) Driveways, parking lots, carports, detached garages.
- (3) Detached garages serving townhouse or multifamily dwelling units.
- (4) Parking structures.
- (5) Flagpoles.
- (6) Greenhouses, storage sheds and other similar buildings or structures.
- (7) Gardens and landscaped areas, including fountains, ponds and other water features.
- (8) Plazas, courtyards, patios, freestanding decks, gazebos, cabanas, pergolas and other recreational or ornamental buildings or structures.
- (9) Community swimming pools, tennis courts, basketball, racquetball courts, sports court or similar recreational use. Said uses shall be open only to the residents of the community and their guests and shall not be open to the public at large.
- (10) Private swimming pools, tennis court, basketball court, sport court.
- (11) Wireless telecommunications antenna or dish for individual use, located within an existing building or on the roof or side of a building.
- (12) Home occupations and home professional offices.
- (13) Temporary building or yards for construction materials/equipment used on site.
- (14) Temporary office or model home for the sale of property.
- (15) Stormwater management facilities including regional stormwater detention basins.
- (16) Regional water tanks.
- (17) Sewage pump stations.
- (18) Any other accessory use, building or structure that is customarily incidental to any permitted principal use.



E. Number of Residential Units

- (1) Up to 900 residential units may be constructed within the MLR, provided that less or more residential units may be located within the MLR and/or the MLMU, as long as the total residential unit count between the two districts does not exceed 1,375 units. A total of 90 of the 1,375 residential units must be set aside for low- and moderate-income housing.
- (2) No transferable development rights (TDRs) shall be required to be purchased to develop the 1,375 units permitted in the MLR and MLMU and both parcels are exempt from the Township's TDR Ordinance.
- (3) Each residential unit within Use C.(h) senior living facility that contains an individual sleeping area, bathroom and kitchen shall constitute a residential dwelling unit and shall count towards the total number of residential dwelling units permitted. Each residential unit within a senior living facility that contains an individual sleeping area and bathroom, but shares a kitchen with another residential unit shall count towards the total number of residential dwelling units permitted at a ratio of .50 independent living unit per dwelling unit.

F. Area, bulk and dimensional standards.

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

(1) Single-family detached dwellings

- (a) Minimum lot area: 5,000 square feet.
- (b) Minimum lot width: 45 feet. For corner lot, 5 feet wider than adjacent lot.
- (c) Minimum lot depth: 80 feet.
- (d) Minimum yards.

- [1] Front yard: 10 feet.
- [2] Side yard, each: 5 feet.
- [3] Rear yard: 20 feet.

- (e) Maximum building coverage: 60%
- (f) Maximum impervious coverage: 70%.
- (g) Maximum height: 45 feet; 3 stories.

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

- (a) Minimum lot area: 3,000 square feet.
- (b) Minimum lot width: 30 feet. For corner lot, 5 feet wider than adjacent lot.
- (c) Minimum lot depth: 70 feet.
- (d) Minimum yards.

- [1] Front yard: 10 feet, 18 feet to garage if front-loaded garage.
- [2] Side yard: 0 feet to party wall; 5 feet to non-party wall.

[3] Rear yard: 15 feet.

- (e) Maximum building coverage: 70% of the entire development.
- (f) Maximum impervious coverage: 85% of the entire development.
- (g) Maximum height: 45 feet; 3 stories.

(3) Townhomes.

- (a) Minimum lot area: 1,400 square feet.
- (b) Minimum lot width: 18 feet. For corner lot, 5 feet wider than adjacent lot.
- (c) Minimum lot depth: 60 feet.
- (d) Minimum yards.

[1] Front yard: 10 feet, 18 feet to garage if front-loaded.

[2] Side yard: 0 feet to party wall; 5 feet to non-party wall,

[3] Rear yard: 10 feet.

- (e) Maximum building coverage: 75% of the entire development.
- (f) Maximum impervious coverage: 85% of the entire development.
- (g) Maximum height: 45 feet; 3 stories.

(4) Multifamily Dwellings.

- (a) Minimum lot area: 10,000 square feet.
- (b) Minimum lot width: 75 feet.
- (c) Minimum lot depth: 100 feet.
- (d) Minimum yards.

[1] Front yard: 10 feet.

[2] Side yard, each: 10 feet.

[3] Rear yard: 15 feet.

- (e) Minimum building separation: 20 feet.
- (f) Maximum building coverage: 80% of the entire development.
- (g) Maximum impervious coverage: 90% of the entire development.
- (h) Maximum height: 60 feet.

(5) Accessory Structures.

- (a) Size. An accessory structure, other than an accessory clubhouse or detached garages associated with an apartment/condo complex, shall have a maximum footprint of 480 square feet.
- (b) An accessory structure, other than an accessory clubhouse, shall have a maximum footprint of 750 square feet.
- (c) Height. An accessory structure shall have a maximum height of 30 feet and be one-story with no second floor.

- (d) Location. No accessory structure shall be located in a front yard. On a corner lot, an accessory structure shall be permitted to be located in the front yard area along the side street, provided that any such structure shall be no closer than 18 feet to the street line.
  - (e) Setbacks. An accessory structure not exceeding 100 square feet in area and not exceeding 10 feet in height shall be set back a minimum distance of three (3) feet from the side and rear lot lines. An accessory structure greater than 100 square feet in area shall be set back a minimum distance of five (5) feet from the side and rear lot lines. On all twin and townhome lots, an accessory structure used as a detached garage requires no minimum side yard setback on property lines where principal structures are attached.
- (6) All required setbacks from internal roads shall be measured from face of curb or edge of cartway.
  - (7) Steps and a handicap ramp shall be permitted to project into the required minimum yards as may be necessary to provide for safe access pursuant to the Uniform Construction Code, but shall not be permitted to project beyond the lot line.
  - (8) Non-enclosed single-story porches, stoops, balconies, canopies and overhangs may project into a required front yard setback or a required side yard setback but not closer than three (3) feet from any lot line.
  - (9) Permitted Building Projections.
    - (a) Non-enclosed porches, porticos, balconies, stoops and entrance platforms shall be permitted to project not more than eight (8) feet into a required yard setback or building separation distance.
    - (b) Cornices, eaves, chimneys, gutters, downspouts, awnings, canopies, cantilevered roofs, uncovered balconies and bay windows shall be permitted to project not more than three (3) feet into any yard setback or building separation distance.
    - (c) Window wells may project not more than five (5) feet into any yard setback or building separation distance.
    - (d) Ramps and stairways leading to a porch, stoop or other building entrance may project into a yard setback or building separation distance without limitation, provided that the steps do not encroach upon the street right-of-way.
    - (e) Awnings and canopies may extend from a building into the street right-of-way and may project over a sidewalk in the right-of-way, provided that such structure has a minimum vertical clearance of eight (8) feet and is set back a minimum of four (4) feet from curb line along the street.
    - (f) Building height calculations shall exclude building service equipment (e.g., mechanical services, elevator penthouses, condensers, exhaust fans, air-conditioning and similar equipment), stair enclosures, skylights or atrium structures, and roof-access stairwells, landmark signage structures, and architectural enhancements and appurtenances (e.g., parapets, chimneys, cupolas, steeples, spires, belfries, towers, corner towers, flagpoles and similar elements), provided that such shall not exceed applicable height requirements by greater than 15 feet.
    - (g) All building types shall be permitted to have above or below ground basements.

*Mount Laurel Mixed Use Zone (Mixed Use Zone in Mount Laurel Settlement Agreement)*

The Mount Laurel Mixed-Use (MLMU) will provide sales and services necessary to sustain the regional community with commercial and office locations.

Mount Laurel Mixed Use	
BLOCK	LOT
57	5, 8, 9, 10

The purpose of the MLMU zone is to provide specific zoning controls to accommodate a mix of up to 475 residential units and commercial and retail uses on the property located on U.S. Route 322 (a/k/a Swedesboro Road) designated as Block 57, Lots 5, 8, 9 & 10; This zone is adopted as part of the Mount Laurel Settlement Agreement.

A. Permitted uses.

Residential Uses:

- (1) Single-family Attached dwellings (townhouses)
- (2) Multifamily dwellings.
- (3) Independent senior living, assisted living facilities, continuing care retirement communities, nursing and/or convalescent facilities.

Commercial and Retail Uses:

- (1) Commercial educational facilities such as tutoring centers, child or adult day care facilities.
- (2) Anchor or magnet stores, shopping centers, supermarkets, wholesale clubs, lumber, hardware and garden centers.
- (3) Bakeries, confectioners.
- (4) Breweries, wineries and distilleries.
- (5) Business and household service uses including repair shops for business equipment, appliances and the shops of tradesmen such as plumbers and electricians.
- (6) Delicatessen/carryout.
- (7) Funeral homes and mortuaries.
- (8) Greenhouses, including retail sales.
- (9) Florists.
- (10) Health and fitness centers; dance and exercise studios.
- (11) Mechanical car wash and automobile detailing services.
- (12) Offices for administrative, executive, professional, business sales, government offices and similar uses, the normal attributes of which do not involve the storage, exchange or delivery of merchandise to the general public.
- (13) Office of banks, credit unions, savings and loan associations and similar financial institutions, not having drive-through facilities for the transaction of business from motor vehicles.
- (14) Office of banks credit unions, savings and loan associations and similar financial institutions, having drive-through facilities for the transaction of business from motor vehicles.

- (15) Office furniture and supplies, auto and rental equipment.
- (16) Hospitals, medical, rehabilitation or dental offices or clinics.
- (17) Outpatient surgical centers.
- (18) Personal service businesses including hair salons, tanning salons, nail salons, dry cleaning outlets, dressmaking or tailor shops, shoe repair shops, printing and reproduction services, shipping centers, package facilities, and similar type uses except for tattoo studios and body piercing establishments unless located in a hair or nail salon.
- (19) Public transportation stations and shelters.
- (20) Recreational and sport facility, indoor and outdoor, commercial.
- (21) Rental halls for meetings and social occasions.
- (22) Repair and maintenance of equipment and machines normally utilized in any of the uses permitted in this district.
- (23) Research, experimental or testing laboratories.
- (24) Restaurant, full service, fast food, or take-out, with or without drive-through, patio and/or curbside pickup.
- (25) Automobile dealership for new or used cars or trucks.
- (26) Brewpubs.
- (27) Taverns and nightclubs serving legal beverages
- (28) Veterinarian office and animal hospital, provided there is no outdoor use area or overnight boarding.
- (29) Utility facilities, including telephone, water, sewer, electricity and gas.
- (30) Wireless telecommunications towers and antenna located entirely within an existing building or on the roof or side of a building or attached to an existing structure.
- (31) Retail sales and services, including newspapers, gifts, novelties, tobacco products, drugs (including marijuana dispensaries), food, clothing, spirits, confections, florist items, books and specialty merchandise, automotive supplies and services, including convenience stores (with or without fuel pumps), with or without drive-through.
- (32) Breweries, wineries and distilleries.
- (33) Theaters for motion pictures, digital streaming and live performances (other than XXX-rated), with or without food and beverage service, including alcoholic beverages.
- (34) Indoor and outdoor amusement, recreation, entertainment and leisure uses not otherwise prohibited.
- (35) Art galleries and studios.
- (36) Dinner theaters.
- (37) Indoor and outdoor farm and food markets including food halls.
- (38) Hotels and motels, extended-stay, conference centers.
- (39) Sale and/or installation of tires, batteries, oil changes and other ancillary automobile maintenance services.
- (40) Public libraries and museums.
- (41) Utility facilities serving the MLMU zone, including but not limited to telephone, water, sewer, electricity, gas and cable tv.

#### B. Permitted Accessory Uses.

Any one or more of the following accessory uses, accessory buildings and accessory structures shall be permitted in the MLMU zone, including:

- (1) Clubhouse or common amenity area, including, but not limited to: a fitness center; wellness center; swimming pool; leasing office; entertainment center; multi-purpose rooms; meeting rooms; indoor or outdoor resident food and beverage area, including alcoholic beverages, and a business center. Said building or use shall be open only to the residents of the community and their guests and shall not be open to the public at large.
- (2) Detached garages serving residential uses.
- (3) Kiosks, street vending carts, market stalls and food trucks.
- (4) Flag poles; clock towers.
- (5) Parking structures.
- (6) Temporary building or yards for construction materials or equipment, both incidental and necessary to construction in the immediate area.
- (7) Temporary construction trailers.
- (8) Surface parking lots.
- (9) Walls and fences.
- (10) Signage
- (11) Outdoor/Sidewalk sales and display.
- (12) Outdoor/Patio dining areas.
- (13) Outside customer pick-up areas.
- (14) Gas pumps, associated with a retail store or convenience store.
- (15) Drive-thru associated with a bank, ATM, retail store, personal service and/or restaurant or fast-food restaurant, with access from Route 322 only.
- (16) Wireless telecommunications antennas located entirely within an existing building or on the roof or side of a building.
- (17) Regional stormwater detention basin.
- (18) Regional water tank.
- (19) Sewer pump station.
- (20) Any and all other accessory uses or structures which are customarily incidental to any permitted principal use.

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

- (1) Maximum Building Height: 60 feet.
- (2) Minimum lot area: 5 acres.
- (3) Minimum lot width: 18 feet.
- (4) Minimum lot depth: 60 feet.
- (5) Maximum impervious coverage: 80% for the entire tract or development area.
- (6) Minimum yards.
  - (a) Front yard: 15 feet.
  - (b) Side yard: 0 feet to party wall; 5 feet to non-party walls.
  - (c) Rear yard: 15 feet.
  - (d) Minimum distance from Route 322: 50 feet.

(7) Number of Residential Units

- (a) Up to 475 residential units may be constructed within the MLMU zone, provided that less or more residential units may be located within the MLMU zone-and/or the MLR zone, as long as the total residential unit count between the two districts does not exceed 1,375 units. A total of 90 of the 1,375 residential units must be set aside for low- and moderate-income housing.
- (b) No transferable development rights (TDRs) shall be required to be purchased to develop the 1,375 units permitted in the MLR zone and MLMU zone-and both parcels are exempt from the Township's TDR Ordinance.
- (c) Up to 20% of the total number of residential dwelling units permitted in the MLMU zone may be townhouses, at the Developer's election.
- (d) Both multifamily dwellings and townhouses shall be permitted to have above or below ground basements.
- (e) Each residential unit an independent senior living, assisted living facilities, continuing care retirement communities, nursing and/or convalescent facilities that contains an individual sleeping area, bathroom and kitchen shall constitute a residential dwelling unit and shall count towards the total number of residential dwelling units permitted. Each residential unit within a senior living facility that contains an individual sleeping area and bathroom but shares a kitchen with another residential unit shall count toward the total number of residential dwelling units permitted at a ratio of .50 independent living units per dwelling unit.

(8) Parking:

- (a) Off-street parking for residential uses shall meet the design standards contained in R.S.I.S. (N.J.A.C. 5:21-4), provided that deviations and/or alternative standards may be permitted by the Joint Land Use Board.
- (b) Off-street parking lots shall be accessed by means of common driveways. Cross-access easements for adjacent lots with interconnected parking lots shall be required.
- (c) Sidewalks shall be provided at building entrances and shall be a minimum of 8 feet in width.
- (d) A pedestrian crosswalk shall be provided between residential buildings and the non-residential area of the development.
- (e) A pedestrian crosswalk within non-residential areas shall be provided at appropriate intervals.

(9) Permitted Building Projections

- (a) Non-enclosed porches, porticos, balconies, stoops and entrance platforms shall be permitted to project not more than eight (8) feet into a required yard setback or building separation distance.
- (b) Cornices, eaves, chimneys, gutters, downspouts, awnings, canopies, cantilevered roofs, uncovered balconies and bay windows shall be permitted to project not more than three (3) feet into any yard setback or building separation distance.

- (c) Window wells may project not more than five (5) feet into any yard setback or building separation distance.
- (d) Ramps and stairways leading to a porch, stoop or other building entrance may project into a yard setback or building separation distance without limitation, provided that the steps do not encroach upon the street right-of-way.
- (e) Awnings and canopies may extend from a building into the street right-of-way and may project over a sidewalk in the right-of-way, provided that such structure has a minimum vertical clearance of eight (8) feet and is set back a minimum of four (4) feet from curb line along the street.
- (f) Building height calculations shall exclude building service equipment (e.g., mechanical services, elevator penthouses, condensers, exhaust fans, air-conditioning and similar equipment), stair enclosures, skylights or atrium structures, and roof-access stairwells, landmark signage structures, and architectural enhancements and appurtenances (e.g., parapets, chimneys, cupolas, steeples, spires, belfries, towers, corner towers, flagpoles and similar elements), provided that such shall not exceed applicable height requirements by greater than 15 feet.
- (g) All required setbacks shall be measured from the right-of-way of public streets and from the face of curb or edge of cartway of all internal streets.

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

- (1) Building height: 60 feet maximum.
- (2) Minimum lot area: 2 acres.
- (3) Minimum lot width: 150 feet.
- (4) Minimum lot depth: 200 feet.
- (5) Maximum impervious coverage: 80% of the entire tract or development area.
- (6) Minimum yards.
  - (a) Front yard: 40 feet from Route 322.
  - (b) Side yard: 25 feet from exterior roads only.
  - (c) Rear yard: 25 feet.
- (7) Parking:
  - (a) Off-street parking stalls shall be nine feet by 18 feet and, where practical, applicants may provide up 10% of required parking inventory in the form of compact parking stalls measuring 8 feet by 18 feet. Parking spaces shall not be utilized for outdoor display and/or sales of retail products.
  - (b) Parking for uses within a shopping center shall be provided at a ratio of four spaces per 1,000 square feet of gross leasable area. Parking for stand-alone uses shall be provided at the ratio required by Section 203-81 of the Zoning Ordinance.
  - (c) Off-street parking lots shall be accessed by means of common driveways. Cross-access easements for adjacent lots with interconnected parking lots shall be required.
  - (d) Shared parking shall be permitted. An applicant seeking to satisfy its parking requirement using a shared parking approach shall prepare a parking report that documents how an adequate supply of parking spaces will be provided to satisfy



projected parking demand. The report shall be prepared using procedures presented in the most recent version of the report “Shared Parking,” published by the Urban Land Institute. The report shall be prepared using the most current shared parking methodology published by the Urban Land Institute or the Institute of Transportation Engineers.

- (8) Patios shall be set back a minimum of 5 feet from side and rear property lines, except that patios designed for a sidewalk cafe or outdoor eating area with tables may extend to the street right-of-way line.
- (9) All required setbacks shall be measured from the right-of-way of public streets and from the face of curb or edge of cartway of all internal streets.
- (10) Area, bulk and dimensional requirements for wireless telecommunication facilities shall be subject to the provisions of Section 203-50 of the Woolwich Township Code.
- (11) An 8-foot-wide asphalt pedestrian path shall be provided along Route 322. Said path shall be permitted to be located within the required buffer/setback.

*Regional Hotel/Office Zone*

The Regional Hotel/Office zone within the Redevelopment Area, for the area northeast of Swedesboro Road (Route 322) provides locations for everyday services necessary to sustain a mixed-use regional community with general office locations that are quasi-auto-dependent, that are single-use buildings and that may or may not be on individual lots and to better suit the intent of the Redevelopment Area, it shall adhere to the permitted uses, accessory uses, conditional uses, zoning requirements, and design requirements consistent with the Township’s Regional Hotel and Office (RHO) zone (Subsection 185 of Chapter 203, Zoning), except as modified below:

Regional Hotel/Office Zone	
BLOCK	LOT
<b>60</b>	<b>5.01, 5.02, 6, 6.01, 6.02, 7, 7.01, 7.02, 7.03, 8</b>

A. Permitted uses:

- (1) All permitted uses of the CC zone, except that light industrial and light assembly shall not be permitted.
- (2) All permitted uses of the RHO zone.

*Standards for Electric Vehicle Charging Station*

Where applicable, State regulations regarding electric vehicle charging facilities apply and new developments should consider the appropriate location of said facilities.

*Supplemental Design Standards Governing Mount Laurel Settlement Agreement Properties*

The development of the Mount Laurel Settlement Agreement Properties shall be governed exclusively by the Mount Laurel Settlement Agreement and the zoning standards set forth in this Redevelopment Plan and shall not be required to comply with the Township’s Master Plan, including but not limited to the 2016 Circulation Plan Update.

All parcels subject to the Mount Laurel Settlement Agreement, shall be designed in accordance with the following additional standards:

- A. GDP Approval. The Inclusionary Developer may apply to the Joint Land Use Board for General Development Plan (GDP) approval for any portion of the Mount Laurel Settlement Agreement Properties containing five (5) acres or more and shall be subject to the provision of N.J.S.A. 40:55D-45 et seq. regarding GDP review and approvals.
- B. Financial Subdivision. No waivers or variances shall be required to create a financial subdivision, which is defined as a subdivision which is filed for the sole purpose of allowing parcels of real property shown on a plan that is otherwise the subject of a site plan application to be subdivided so that institutional mortgage loan financing and/or conveyance to an entity separate from the owner of the development may be obtained for constituent portions of the site plan. The Planning Board may require reciprocal easements to be provided for any shared infrastructure, such as, without limitation, vehicular and pedestrian access and parking, utilities, stormwater management and usual and customary maintenance activities.
- C. Cost Generative Features. The Township and JLUB shall comply with N.J.A.C. 5:93-10 and shall not impose development standards and/or requirements that would be objectively considered cost-generative features that are not essential to protect the public welfare. Pursuant to paragraph 3.f of the Mount Laurel Settlement Agreement, the Township and the Inclusionary Developer have agreed that the zoning regulations governing the CD, MLC, MLR, and MLMU zones are not “unnecessary cost generating features” as that term is applied pursuant to COAH’s regulations at N.J.A.C. 5:93-10.1. However, nothing herein shall bar the Inclusionary Developer from challenging any RSIS imposed by the JLUB as being “unnecessary cost generating features” pursuant to N.J.A.C. 5:93-10.1.
- D. Furthermore, as per paragraph 3.g of the Mount Laurel Settlement Agreement, nothing herein shall preclude the Inclusionary Developer from seeking variances or de minimus waivers as part of any of its development applications, which shall reasonably be considered by the JLUB in accordance with N.J.A.C. 5:93.10.1(b) and N.J.A.C. 5:97-10.3(a).
- E. TDRs. Pursuant to Paragraph 2.f of the Mount Laurel Settlement Agreement, Inclusionary Developer shall not be required to purchase TDRs in connection with the development of any of the Mount Laurel Settlement Agreement Properties and the Mount Laurel Settlement Agreement Properties are exempt from the Township’s TDR Program.
- F. PILOT/Redevelopment Area Bonds (RAB). Pursuant to Section 9 of the Mount Laurel Settlement Agreement, the Township has determined that the significant costs and improvements required for the development of the Mount Laurel Settlement Agreement Properties and the affordable housing required thereunder, merit one or more long-term tax exemptions and corresponding payments in lieu of taxes (“PILOT”) for the non-residential components of the development of the Mount Laurel Settlement Agreement Properties pursuant to and in accordance with the Long Term Tax Exemption Law, N.J.S.A. 40A-20.1 and the process set forth in paragraph 9 of the Mount Laurel Settlement Agreement.

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

- (1) The developer shall furnish a performance guarantee in favor of the Township in an amount not to exceed one hundred twenty percent (120%) of the cost of installation of the following on-site improvements that are to be dedicated to a public entity, and that have not yet been installed, as shown on the approved plans or plat, as the case may be: streets, pavement, gutters, curbs, sidewalks, street lighting, street trees, surveyor's monuments, water mains, sanitary sewers, community septic systems, drainage structures, public improvements of open space, and any grading necessitated by the preceding improvements.
- (2) The developer shall furnish a performance guarantee to include, within an approved phase or section of a development privately-owned perimeter buffer landscaping, as required by N.J.S.A. 40:55D-53(1)(b).
- (3) The developer shall furnish to the municipality a "safety and stabilization guarantee," in favor of the municipality as described in N.J.S.A. 40:55D-53(1)(d). At the developer's option, a "safety and stabilization guarantee" may be furnished either as a separate guarantee or as a line item of the performance guarantee.
- (4) The developer shall have the option to post each required guarantee in any of the following forms:
  - (a) A cash value equal to one hundred twenty percent (120%) of the total cost of construction as determined by the Township Engineer pursuant to this Section; or
  - (b) An irrevocable performance bond or letter of credit in the amount of one hundred twenty percent (120%) of the construction as determined by the Township Engineer pursuant to this Section.

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

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

[3] The developer shall post with the municipality, upon the inspection and issuance of final approval of the following private site improvements by the municipal engineer, a maintenance guarantee in an amount not to exceed 15% of the cost of

the installation of the following private site improvements: stormwater management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the stormwater management system, if any, which cost shall be determined according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4).

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

[5] Temporary Certificate of Occupancy.

- i. In the event that a developer shall seek a temporary certificate of occupancy for a development, unit, lot, building, or phase of development, as a condition of the issuance thereof the developer shall furnish a separate guarantee, referred to herein as a temporary certificate of occupancy guarantee, in an amount equal to one hundred twenty percent (120%) of the cost of installation of only those improvements or items which remain to be completed or installed under the terms of the temporary certificate of occupancy and which are required to be installed or completed as a condition precedent to the issuance of the permanent certificate of occupancy for the development, unit, lot, building or phase of development. Upon posting of a temporary certificate of occupancy guarantee, all sums remaining under a performance guarantee which relate to the development, unit, lot, building, or phase of development for which the temporary certificate of occupancy is sought shall be released.
- ii. The scope and amount of the temporary certificate of occupancy guarantee shall be determined by the Township Engineer based upon the projected cost of improvements remaining for issuance of the temporary certificate of occupancy which shall be provided by the applicant to the Township Engineer, and shall include items such as sidewalks and street trees at the subject property, roadways (including surface course) from the property to the fully improved roadway; water and sewer infrastructure from the property to the main, stormwater conveyance to serve the property and stormwater management structures/basins for the current project phase.
- iii. The temporary certificate of occupancy guarantee shall be released by the Township Engineer upon the issuance of a permanent certificate of occupancy with regard to the development, unit, lot, building, or phase as to which the temporary certificate of occupancy relates

(5) Inspection Fees. The obligor shall reimburse the municipality for reasonable inspection fees paid to the municipal engineer for the foregoing inspection of improvements as described in N.J.S.A. 40:55D-53.h.

*Landscaping and Buffers (applicable to the Mount Laurel Settlement Agreement Properties other than CD-zoned properties)*

A. Definitions.

As used in this section, the following terms shall have the meanings indicated:

**DEVELOPMENT ZONE**

The area where the majority of development on a site will take place. This area is located outside of the tree protection zone, and is typically where buildings, parking lots and stormwater basins are proposed. Only specimen trees (24 inches and greater) are required to be compensated for within the development zone.

**TREE PROTECTION ZONE**

An area bounded by the parameters outlined in this Redevelopment Plan where trees are to be preserved as much as possible. All trees 10 inches or greater that are removed from this area must be compensated for.

**SPECIMEN TREE**

A healthy tree in good condition of 24 inches in diameter or greater.

B. Tree protection management plan.

- (1) A tree protection management plan must be submitted at the time of site plan application, if there are one or more live trees of 10 inches in diameter or larger and in good condition and healthy which are proposed to be cut or removed from the property.
- (2) Tree protection management plan(s) shall be submitted with each site plan or major subdivision plan application. They shall be on the same size sheets and at the same scale as other corresponding layout plans in the set, and shall contain the following information:
  - (a) Location of all existing or proposed buildings, driveways, grading, septic fields, easements, underground utility lines, rights-of-way, and other improvements.
  - (b) Location of existing natural features, including wooded areas, watercourses, wetlands, and floodplains.
  - (c) The limits of the tree protection zone, according to the following distances from proposed improvements:
    - [1] House or building: 12 feet.
    - [2] Pavement (parking lot, driveway, sidewalk): five feet.
    - [3] Septic fields, underground utilities, the base of berm grading of stormwater management basins, pools, sheds, picnic shelters and other improvements: 10 feet.
- (a) The limits of the Development Zone and Tree Protection Zone areas of the property.

- (b) Location of all existing specimen trees within the Development Zone area of the property. Each tree shall be noted by its species, size and general health condition. Whenever possible, the actual canopy spread shall be shown, but if it must be estimated, the canopy shall equal 1 1/2 feet of diameter per one inch of trunk diameter.
- (c) Identification and location of all existing specimen trees within the Development Zone to be preserved.
- (d) Identification and location of all existing specimen trees within the Development Zone to be removed or transplanted.
- (e) Location of all existing tree masses within the Tree Protection Zone area of the Property.
- (f) Identification and location of all existing trees within the Tree Protection Zone to be removed or transplanted.
- (g) A chart tabulating the diameter inches of trees being removed, the required diameter inches to be replaced, and the equivalent number of compensatory trees.
- (h) Specifications for the removal of existing trees and for the protection of existing trees to be preserved, including detail(s) of tree protection fencing.

C. Landscape plan requirements.

- (1) The landscape plan shall be prepared and sealed by a certified landscape architect or other similarly qualified professional acceptable to the Joint Land Use Board.
- (2) Landscape plans shall be submitted with each site plan or major subdivision plan application. They shall be on the same size sheets and at the same scale as other corresponding layout plans in the set, and shall contain the following information:
  - (a) Existing vegetation to remain and the location of proposed plantings, with transplants and compensatory plants clearly labeled on both the plan and in the planting list/schedule.
  - (b) Existing and proposed improvements, including structures, utilities, lighting, signage, stormwater management system structures, pavement materials, water features, fences, walls.
  - (c) All ground plane treatments including seed, sod, ground covers and mulch beds, with beds clearly defined.
  - (d) Existing and proposed grades, including berm contours.
  - (e) A plant list on the same sheet, or reference to the sheet on which it appears, which contains a key or symbol reference, corresponding to labels or symbols on the plan; the proposed quantity of each plant species; the scientific and common plant names; the size of the plant at installation; the root condition; plant spacing; and any special specifications or instructions.
  - (f) Details of the proposed method of planting, staking and tree protection.
  - (g) Standard planting notes reflecting current industry standards, including, but not limited to, the guarantee period and maintenance commitment.
- (3) Detailed planting areas, which are not clearly legible on plans at a smaller scale, shall be shown at a scale of one inch equals 30 feet or larger, to depict the detail. This may be

necessary to communicate plantings around signage, project entries, in courtyards, tot-lots or building foundations, for example.

D. Standards for plant material.

- (1) Plant species selected shall be suitable to the site’s microclimate, be appropriate for the intended function, be proportional to site features, and minimize the amount of maintenance required.
- (2) With the exception of transplanted material, all proposed plant materials shall be nursery-grown, disease-free, and shall conform to the standards listed in American Standard for Nursery Stock, ANSI Z60.1, current edition, published by the AmericanHort.
- (3) Plant material shall conform to the following minimum sizes and root condition:
  - (a) Shade and street trees shall have a minimum caliper of 2 inches, measured six inches above ground level, and a minimum height of six feet at installation. At least 50% of tree species shall be native to the region.
  - (b) Ornamental and flowering trees shall have a minimum height of six feet at installation.
  - (c) Evergreen trees shall have a minimum height of six feet at installation.
  - (d) The roots of all trees shall be contained in soil, and shall be balled and burlapped, except as otherwise noted.
  - (e) Upright and spreading shrubs shall be a minimum height of two feet at planting.
  - (f) Ground covers, perennials, bulbs and annuals shall be appropriate to type.
- (4) A variety of plant species are encouraged to avoid monocultures, to encourage long-lived species, and to promote wildlife habitat. Tree and shrub plantings shall contain the following minimum species mix:

Number of Trees	Minimum Species
1 to 9	1
10 to 49	2
50 to 99	3
100 to 199	4
Over 200	5

Number of Shrubs	Minimum Species
1 to 49	1
50 to 99	3
Over 100	5

- (5) Other plant types, such as those marginally hardy to the area or those which have an unusual form, and/or nonvegetative features, such as water or rock gardens, may be incorporated into required planting areas. However, only those plants, which meet the

requirements above, may be counted toward satisfying the minimum planting requirements.

- (6) All landscape improvements to be provided shall be installed and maintained by accepted practices as recognized by the American Nursery and Landscape Association. Planting and maintenance of vegetation may include, as appropriate, but not necessarily be limited to, provisions for surface mulch, staking and guying, irrigation, fertilization, insect and disease control, pruning, mulching, weeding and watering, and shall be financially secured, guaranteed and maintained in the manner required by Section H. of this Ordinance.

E. Transplanted plants.

- (1) On a case-by-case basis, provisions may be made for the moving of existing trees, shrubs or other natural features to other locations on the site if requested by the applicant.
- (2) When used to satisfy a minimum requirement contained in this section, the transplanted plant materials shall be generally comparable in quantity and size as required nursery-grown material, and shall also be subject to the same protection, maintenance and guarantee requirements of this section.
- (3) Transplanted material shall be handled according to the ANLA's guidelines and pruned according to ANSI standards. When pruning, a more conservative crown clearing is recommended, removing up to 25% of the branches.

F. Compensatory planting.

- (1) Compensatory planting shall be required for each tree of 12 inches in diameter or larger within the Tree Protection Zone that is in good condition and health, and each specimen tree that is in good condition and healthy within the Development Area zone.
- (2) Trunk diameters shall be measured according to the following guidelines.
  - (a) For single-trunked shade trees, at a point 4 1/2 feet above ground level.
  - (b) For single-trunked ornamental trees, at a point 12 inches above ground level.
  - (c) For evergreen trees, at a point 12 inches above ground level.
  - (d) For multitrunked trees that branch between one and 4 1/2 feet above ground level, at a point just below the split.
  - (e) For multitrunked trees that branch below one foot above grade, the diameter shall be 60% of the sum total of all trunks measured at a point 4 1/2 feet above ground level.
- (3) Compensatory trees shall be provided in the following ratios, based on the sum total of the diameter inches of trees being removed. These standards are applicable to both deciduous and evergreen trees. Compensation is not required for shrubs.
  - (a) For trees 12 to 24 inches in diameter, one inch of new tree caliper shall be provided for every two inches of existing tree diameter cut or removed.
  - (b) For trees 24 inches in diameter or greater (specimen trees), two inches of new tree caliper shall be provided for every two inches of existing tree diameter cut or removed.



- (4) The number of compensatory trees should be calculated from the total diameter inches to be replaced, divided by two, rounded up to the next whole number.
- (5) Compensatory trees shall be a minimum of 2" in caliper. Evergreen and ornamental trees may be substituted at a ratio of 2:1 shade tree, for up to 50% of the requirement. Alternative types of compensatory planting may be permitted, when approved by the Joint Land Use Board.
- (6) Locations of compensatory trees must be clearly labeled on the landscape plan. They may be placed anywhere on the site, but are in addition to other required trees, such as street trees or buffer requirements.
- (7) In the event that the applicant establishes to the satisfaction of the Joint Land Use Board that constraints incident to the land itself (including, without limitation, extreme topography, unsuitable soils, rock outcrops and existing uninterrupted dense canopy) render it impractical to locate on the lot the required number of compensatory trees, then, the applicant shall have the option of (a) installing a portion of the required compensatory trees on other public lands within the Township; (b) contributing to the Township the estimated cost of those trees which cannot practically be installed on the property for later installation of trees on public lands; and/or (c) installing fewer, larger or more valuable compensatory trees on the lot with an aggregate cost as installed and guaranteed not less than the estimated aggregate cost of the required number of compensatory trees.

#### G. Street trees.

- (1) Street trees shall be required along all existing or proposed public or private streets when they abut or lie within the proposed subdivision or site plan, and are in addition to other required plantings.
- (2) Street trees shall be placed in a planting strip located between the proposed sidewalk and curb. Where no sidewalks are proposed and are not planned in the future, the trees shall be placed five feet behind the curb or edge of pavement. Street trees shall not be planted within clear sight triangles and consideration should be given to overhead wires.
- (3) Street trees shall comply with the size and spacing requirements below.
  - (a) Street trees shall be planted along all new or existing residential streets at 40 foot intervals.
  - (b) Street trees shall be planted along Route 322 at average 40 foot intervals.
  - (c) Street trees shall be planted along Kings Highway at average 40 foot intervals.
  - (d) Street trees shall be planted along Pancoast Road at average 45 foot intervals.
  - (e) Street trees shall be planted along Asbury Station Road at average 45 foot intervals.
  - (f) Trees shall be distributed along the entire planting strip, although they need not be evenly spaced.
  - (g) To prevent the total obliteration of sections of trees by disease or insect infestation, a variety of trees shall be used in each street tree planting. Street tree species should not be alternated, but should be grouped at the designer's discretion. This does not preclude the limited use of a singular species of tree to create a strong design statement. In general, no more than 20 trees in a row or in a cluster should be of the same species, unless otherwise approved.

- (h) Alternate arrangements to create a special effect (i.e., columnar trees spaced 15 feet on center at a development entry) may be permitted on a case-by-case basis, when approved by the Joint Land Use Board.
- (i) Plantings shall not block, impede or interfere with the installation, safe use, operation or maintenance of roadways, sidewalks, sight easements, utilities, and lighting in accordance with the following guidelines.

- [1] Five feet from curbs and sidewalks to the center of the tree;
- [2] Ten feet from underground utilities;
- [3] Fifteen feet from overhead utilities, unless the use of small shade or ornamental trees is approved; and
- [4] Trees planted adjacent to sidewalks shall be limbed to a minimum of seven feet.

- (4) Plantings prohibited by utility easements may be incorporated into another section of the site.
- (5) Plantings shall not be of an invasive nature, weedy or brittle character, easily susceptible to pest infestations and/or diseases, or possess hazardous characteristics (bee-attracting, poisonous, thorny) when used in areas designated for sitting or play.
- (6) The street tree requirement may be waived where existing preserved vegetation is considered sufficient to meet these requirements, and is reasonably assured of continued survival.
- (7) If tree pits are used within paved areas, they may be covered with tree grates and/or a variety of porous materials; however, the minimum surface area for gas exchange must be 15 square feet per tree, unless otherwise approved by the Joint Land Use Board.

H. Landscaping for parking lots, loading and vehicle storage areas.

- (1) A screen planting, berm, fence, wall or combination thereof, no less than four feet in height, measured from the center line of the adjacent street, shall be provided between all off-street parking areas with 30 or more parking spaces and any lot line or street line except where a building intervenes or where the distance between such areas and the lot line or street line is greater than 150 feet. Such screen shall be capable of obscuring at least 50% of the glare of automobile headlights.
- (2) All site plans/subdivisions that contain parking lots for 75 or more parking spaces shall be designed to include planting islands in order to break the view of parked vehicles in a manner not impairing visibility.
- (3) Planting islands, when required, shall conform to the following standards:
  - (a) One planting island, a minimum of 9 feet wide by 18 feet long, spaced not more than 180 feet apart, or every 50 parking stalls, in single or double bays;
  - (b) Islands should be placed opposite each other in adjacent rows of parking, to reduce the number of raised islands, and to increase the area available for tree roots.
  - (c) The last parking stall in a row shall be separated from drive aisles by a planting island, a minimum of nine feet in width
  - (d) Each planting island shall contain one shade tree plus three shrubs, ground cover, and/or mulch to cover the entire area at maturity. Shrubs located at the ends of the

islands shall be maintained at a maximum mature height of 2 1/2 feet for sight line and safety purposes.

(4) Divider strips. All site plans/subdivisions that contain parking lots for 100 or more parking spaces shall be designed to include divider strips in order to break the view of parked vehicles in a manner not impairing visibility. Divider strips, when required, shall conform to the following standards:

- (a) Divider strips shall be placed at every fifth bay of parking, running the length of the rows of parking, and be landscaped with plantings of shade, ornamental, and/or flowering trees, plus shrubs, ground cover and/or mulch to cover the entire area at maturity. A “bay of parking” is the width of pavement needed to accommodate either one or two rows of parking stalls plus one access lane.
- (b) Divider strips shall be a minimum of 6 feet wide, unless a sidewalk is proposed within the divider strip, then the total width of the divider strip and sidewalk shall be at least 11 feet. An approved root barrier shall be placed along the tree side of the sidewalk.

[1] The quantity of shade trees required shall be calculated at one tree per 50 feet of divider-strip length, exclusive of end islands. Two ornamental trees may be substituted for one shade tree, for up to 50% of the requirement. The trees need not be spaced evenly apart; however, the maximum spacing shall be 50 feet.

[2] The quantity of shrubs shall be calculated at one shrub per 10 feet of divider strip, exclusive of end islands. Shrubs shall be spaced according to size, but not more than five feet apart. Gaps may be placed between the shrub plantings to provide areas for ground covers, decorative mulch beds, artwork, crosswalks, or flowering plants. Shrubs within 10 feet of the ends of the strips shall not exceed 2 1/2 feet in height, so as not to block visibility. This shall not preclude the use of taller shrubs elsewhere within the divider island.

(5) All loading areas shall be landscaped and screened sufficiently to obscure the view of the parked vehicles and loading platforms from any public street throughout the year. Such screening shall be by an extension of the building, a fence, berm, wall, planting or combination thereof and shall not be less than five feet in height at the time of planting, and eight feet in height at maturity.

(6) To prevent conflicts with the opening and closing of automobile doors, and to reduce damage from automobile overhangs, all shrub plantings in parking lot islands and divider strips located adjacent to or abutting parking stalls shall be set back a minimum of one foot from the curb or edge of pavement.

(7) Plantings required within the parking areas are exclusive of other planting requirements such as street trees, buffer and compensatory plantings.

I. Façade Plantings/Building Articulation. In an effort to break up long stretches of facade and provide an enhanced building/pedestrian environment, the developer shall pick one of the following treatment options:

Façade Plantings for Non-Residential Buildings (applicable to the Mount Laurel Settlement

#### Agreement Properties other than CD-zoned properties)

- (1) At the Developer's sole discretion and election, façade plantings may be placed along the sides of buildings facing parking lots and street rights-of-way.
- (2) Plantings are suggested for all sides of a non- residential building facing parking lots or areas intended primarily for pedestrian use. Plantings are not suggested along the sides of buildings containing service or loading areas, unless they also face parking areas. If part of a side of the building faces parking, only that portion is subject to these requirements.
- (3) Plantings are suggested for all sides of a non- residential building facing a street right-of-way.
- (4) Plantings should front a minimum of 50% of the length of the building and any outdoor retail, cafe or occupied areas. Screen plantings are not suggested in front of outdoor sales or cafe areas; however, consideration should be given to placing some of the required trees in front of these areas.
- (5) Facade plantings should consist of a minimum of 50% evergreen material to ensure that landscaping is present during the late fall to early spring seasons.
- (6) The minimum suggested planting ratio shall be one shade tree per 40 feet of building facade, plus six shrubs (including ornamental grasses with a minimum height of three feet) per 20 feet of building facade, outdoor retail, cafe or other occupied areas. To allow for design flexibility, the following substitutions may be made:
  - (a) Up to 50% of the suggested quantity of shade trees may be substituted with two ornamental or evergreen trees, or six shrubs, per shade tree.
  - (b) Up to 25% of the suggested quantity of shrubs may be substituted with two ground cover shrubs or perennials per shrub.
  - (c) Plantings may be placed in a lawn area, tree pits, and/or planters as appropriate to the character of the development, using the following guidelines as to placement.
  - (d) Shade trees should be placed at least 15 feet from a building wall. Ornamental and evergreen trees should be placed at least 10 feet from a building wall.
  - (e) If any tree is located closer than 10 feet to a sidewalk, approved root barriers should be placed along the tree side of the sidewalk for a distance of 12 feet, centered on the trunk.
  - (f) Planters should be at least 30 inches high, but no higher than 42 inches, and contain drainage holes.

#### Façade Plantings for Multi-Family Residential Buildings

- (1) Decorative façade plantings shall be placed adjacent to building entrances in order to provide visual interest and to draw attention to building entrances.
- (2) Plantings may be placed in a lawn area, tree pits, and/or planters as appropriate to the character of the development.

*Building Articulation for Non-Residential Buildings (applicable to the Mount Laurel Settlement Agreement Properties other than CD-zoned properties)*

- A. A combination of two or more of the following building articulation techniques shall be utilized:
- (1) Roofline variation.
  - (2) Arcades, display windows and entry areas.
  - (3) Wall texture placement and change.
  - (4) Creation of a horizontal and vertical shadow line.
  - (5) Offsets and/or breaks in the building line. Offsets can include pilasters, projecting bays, changes in façade materials and balconies. The minimum projection or depth of any individual vertical offset should not be less than 8 inches.
  - (6) Patterned walls.
  - (7) Color change.
  - (8) Recessed entrances.
  - (9) All street-facing building walls should have a clearly defined base, body and cap.
  - (10) The base of the building should align with either the kickplate or sill level of the first story.
  - (11) The body section of a building may be horizontally divided at floor, lintel or sill levels with belt courses.
  - (12) The exterior walls of each building shall be constructed of durable permanent architectural materials, i.e., carefully selected brick; stone with a weathered face or polished, fluted, or broken-faced concrete, split-faced block or smooth block.
- B. The architectural treatment of a façade should be placed along facades facing public streets and parking lots.
- C. Preengineered metal buildings, industrial-type structures featuring predominantly painted exteriors, and corrugated metal-sided or clapboard aluminum-sided "Butler" type buildings shall not be permitted.

*Buffer and Screen Standards (applicable to the Mount Laurel Settlement Agreement Properties other than CD-zoned properties)*

- A. The primary purpose of screens is to reduce view into lots.
- B. Type, location and width.
- (1) Buffers are required in the following locations:
    - (a) Along all lots and streets separating residential and industrial uses from arterial and collector streets;
    - (b) Separating all nonresidential uses from residential uses or zoning districts;
    - (c) On reverse-frontage lots, adjacent to the higher-classified street right-of-way; and
    - (d) Along all state highways and railroad rights-of-way.

(2) Screens are required in the following locations:

- (a) Along all street lines where loading and storage areas can be seen from the street;
- (b) Along all nonaccessible sides of trash enclosures, equipment or storage buildings and yard and utility boxes; and
- (c) Around the exterior perimeter of all parking lots or other similar vehicle use areas (i.e., service stations and bank/fast-food drive-through lanes), but not between the parking lot or vehicle use area and a building.

(3) Width of buffers and screens.

- (a) Where a nonresidential use is proposed to be developed abutting a residential district, the nonresidential user shall provide a planted buffer 75 feet in width within the nonresidential district.
- (b) Where an industrial or manufacturing use is proposed to be developed abutting an office or commercial district, a buffer 50 feet in width shall be located within the district where the development is taking place.
- (c) Where a residential use is proposed to be developed abutting a commercial or office district, a twenty-five-foot buffer shall be provided within the residential district.
- (d) Where a residential use is proposed to be developed abutting an industrial district, a 75 foot buffer shall be provided within the residential district.
- (e) Where a residential use is proposed to be developed abutting a manufacturing district, a buffer 75 feet in width shall be provided within the residential district.
- (f) Where a multifamily residential use is proposed to be developed abutting a residential district, a 25 foot buffer shall be provided.
- (g) Where a single-family residential use is proposed to be developed abutting another single-family residential district, no buffer is required.
- (h) Where a recreation use is proposed to be developed abutting a residential district, a 50 ft. landscaped buffer and berm, which may only include a multi-use trail and associated lighting standards, not to exceed 15 ft. in height, shall be provided. No sports lighting shall be permitted within 100 ft. of the perimeter of the recreation parcel, except for any area abutting train tracks. The height of sports lights shall be limited to 75 ft. and shall only be LED lights.

[1] Where a site is developed with mixed uses (both residential and nonresidential), a buffer 10 feet in width shall be provided between different uses.

(4) Buffer and screen widths shall be measured horizontally. If a reduction in buffer width is granted by the approving authority, then the minimum shrub planting requirements shall be doubled.

(5) The area included in the buffer or screen strip shall be included in calculating the minimum lot area and setback as required by the specific district in which the lot is located. This strip shall be part of the development and shall be designated on the plan: "This strip is reserved for buffering and/or screening. The placement of any structure hereon is prohibited."

C. General buffer and screen composition and planting standards (applicable to the Mount Laurel Settlement Agreement Properties other than CD-zoned properties):

- (1) Buffer may be comprised of existing vegetation and natural features, proposed new or transplanted vegetation, fences, walls and/or berms. Existing vegetation and natural features may be used as a buffer or screen if such features meet the intent of this section.
- (2) No structure, activity, storage of materials or parking of vehicles shall be permitted within a buffer or screen area other than retaining walls or fences.
- (3) The location and design of buffers and screens shall consider the use being screened, the distance between the use and the property line, differences in elevations, the types of buffers or screens and other combinations of man-made and natural features. The buffer or screen shall be designed, planted, graded, landscaped and developed with the general guidelines that the closer a use or activity is to the property line, or the more intense the use, the more effective the buffer or screen must be in obscuring light and vision, and reducing noise beyond the lot.
- (4) The following methods shall be used for the purpose of calculating the amount of plant material required within a buffer or screen.
  - (a) A buffer length shall be measured at the property line or right-of-way line and shall include all existing or proposed driveway openings or easements.
  - (b) Where buffer areas overlap, as in the case of side and rear tract boundaries, only the more stringent buffer shall apply in the area of overlap. However, care shall be taken to avoid unplanted gaps in what would be the area of overlap.
  - (c) The length of the perimeter of stormwater management basins shall be measured along the center of the basin's rim.
- (5) All buffer and/or screen plantings for industrial uses along Kings Highway shall require a berm as an integral part of the landscaping.
- (6) All plantings shall conform to the size and standards prescribed in this Redevelopment Plan.
- (7) At least 50% of all shade trees and 25% of all shrubs shall be native to the region.
- (8) At least 50% of the shrubs shall be evergreen.
- (9) Up to 50% of the required shade trees may be substituted with ornamental trees at a ratio of two ornamental trees for each shade tree.
- (10) Up to 50% of the required shrubs may be substituted with ornamental grasses, which will attain a minimum height of three feet at maturity.
- (11) A minimum of 75% of the length of the required buffer width must contain required plantings.
- (12) Plants shall be distributed throughout the entire length of buffers and screens, but need not be evenly spaced. However, there shall be no more than 100 feet between shade trees, 50 feet between evergreen trees, and 50 feet between shrub clusters.
- (13) Buffer and screen plantings shall be broken at points of vehicular and pedestrian access, outside of clear sight triangles.

(14) The remainder of the buffer area shall be planted with ground covers, including lawn grasses or wild flowers or meadow plantings, as appropriate to the character of the site and adjacent lands.

D. Specific buffer and screen requirements (applicable to the Mount Laurel Settlement Agreement Properties other than CD-zoned properties)

(3) Buffers shall contain the following type and quantity of plant material per 100 feet of buffer length.

- (a) Buffers 25 feet wide or greater: two shade trees, four evergreen trees, and 20 shrubs.
- (b) Buffers up to 25 feet wide: two shade trees, two evergreen trees, and 20 shrubs.

(2) Screens shall contain the following type and quantity of plant material:

- (a) Loading/storage areas and trash enclosures shall be screened using evergreen trees and shrubs that will achieve 80% opacity after five years growth.
- (b) If a decorative wall or solid fence is proposed, then a low screen may be used consisting of, at a minimum, evergreen and/or deciduous shrubs a minimum of three feet in height at time of planting.
- (c) If no wall or fence is proposed and vegetation will act as the only screen, then a high screen consisting of large evergreen shrubs, spaced no more than four feet on center or as needed to form a continuous screen of eight feet in height after five years' growth, or evergreen trees spaced 12 feet on center, with evergreen shrubs placed between the evergreen trees, shall be planted.

(3) Stormwater management basins shall be screened based on the following quantities of plants unless designed as a wet basin, located within open space, and/or utilized as an amenity, in which case no screening is required:

- (a) One shade tree, plus two evergreen trees, plus 10 shrubs, plus either 20 groundcover shrubs or 300 herbaceous groundcover plants or bulbs per 150 feet of basin perimeter length.
- (b) Up to 50% of the groundcover shrubs may be substituted with perennials at a rate of two perennials per groundcover shrub.
- (c) Basin headwall and other structures shall be partially screened with required plantings; however, plantings shall not impede the basin's function.

(4) If a use is not listed, the screen most suited to the use shall be used.

## X. INFRASTRUCTURE

- Stormwater Management
  - With the exception of the Mount Laurel Settlement Agreement Properties, all development within the Redevelopment Area must include a comprehensive



stormwater management system integrated into the open space system in compliance with the standards outlined in the Stormwater Management Plan included in the TDR Plan.

- The stormwater management facilities serving the Mount Laurel Settlement Agreement Properties shall be designed in accordance with N.J.A.C 7:8-5, et seq. These provisions regulate state requirements for erosion control, ground water recharge, water quality and water quantity reductions. These requirements are established for major developments and shall supersede any local requirements. Green infrastructure and structural stormwater management measures shall be designed per the New Jersey Stormwater Best Management Practices Manual, with erosion control measures in compliance with NJPDES requirements for general stormwater discharge. At the time of submission of an application for Preliminary and Final Site Plan Approval, the applicant shall submit to the township for review, all plans and design documents which will be submitted to the New Jersey Department of Environmental Protection (NJDEP) for stormwater approval and NJPDES permit for discharge.
- Infrastructure & Public Improvements
  - The Township's TDR program required the preparation of a comprehensive wastewater management plan (WMP) that included the Regional Center in their sewer service areas. This plan received State approval in 2012.
  - The original 2017 Redevelopment Plan was intended to facilitate and expedite the provision of sanitary sewer service to the Kings Landing Regional Center by providing a mechanism in which Woolwich Township can partner with a capable redeveloper to finance, design, permit and construct the primary system along the Route 322 Corridor. Design, permitting, and construction are currently underway.
  - This Amended Redevelopment Plan furthers the purpose of the original 2017 Redevelopment Plan. Adoption of the original 2017 Redevelopment Plan and the intent to extend wastewater service into the Kings Landing Regional Center has catalyzed interest in new development. It was not anticipated at the time, however, the types of development that might emerge as a result of external market demands once the infrastructure improvements were underway and their compatibility with the underlying zoning. This Amended Redevelopment Plan seeks to respond to these changing demands through revised standards to provide opportunities for such uses.

## **XI. IMPLEMENTATION**

All subdivision and site plan applications of lots and parcels of land within the Redevelopment Area shall be in accordance with the requirements of this Redevelopment Plan and all applicable ordinances and regulations of Woolwich Township. With the exception of the Mount Laurel Settlement Agreement Properties, approvals, waivers, and deviations will be governed by the requirements of the Municipal Land Use Law (MLUL), the Local Redevelopment and Housing Law (LRHL), and the Township's usual procedures. The Mount Laurel Settlement Agreement Properties shall be subject to the implementation procedures set forth in paragraph 14 c and d of

the Mount Laurel Settlement Agreement. Prior to commencement of construction, site plans for the construction and/or rehabilitation of improvements to the Redevelopment Area prepared in accordance with the Township's zoning, site plan and subdivision regulations shall be submitted by the redeveloper(s) to the Joint Land Use Board (JLUB) so that compliance with the Redevelopment Plan can be determined. Review by the JLUB, including submission of waivers, exceptions, and variances, shall be carried out in accordance with Township ordinances and procedures.

## **XII. ADMINISTRATIVE MATTERS**

### **A. Temporary and Permanent Relocation of Displaced Residents and Businesses**

Under the Local Redevelopment and Housing Law, the redevelopment plan must allow "adequate provisions for the temporary and permanent relocation, as necessary, of residents in the project area." (N.J.S.A. 40A: 12A-7a(3)). Additionally, it authorizes contractual arrangements between redevelopment entities and public entities for relocating residents, industry or commerce that is displaced due to implementation of the Redevelopment Plan (N.J.S.A. 40A: 12A-8i).

### **B. Properties to be Acquired in Accordance with the Redevelopment Plan**

No property is intended to be acquired through eminent domain for the effectuation of this Redevelopment Plan.

### **C. Affordable Housing**

The Township does not anticipate the removal of any affordable housing units which are subject to affordability controls as a result of the implementation of this Amended Redevelopment Plan. Because it is anticipated that no affordable housing units are to be removed due to the implementation of this Amended Redevelopment Plan, no affordable housing units are anticipated to be replaced. The provision of affordable housing within the Redevelopment Area, where applicable, shall be addressed in accordance with the Township's Housing Element and Fair Share Plan.

### **D. Procedures for Amending the Redevelopment Plan**

Upon compliance with the requirements of the applicable law, the Mayor and Committee may amend, revise, or modify this Redevelopment Plan as circumstances may make such changes appropriate, including, but not limited to, circumstances arising out of a redevelopment proposal by an existing owner of property in the Redevelopment Area. The Mayor and Committee may require the party requesting the amendment to prepare a study of the impact of such amendment, which study must be prepared by a Professional Planner, licensed in the State of New Jersey, and, further, may require such party to establish an escrow account to defray the cost of Township professionals.

Upon compliance with the requirements of the applicable law, the Mayor and Committee may amend, revise, or modify this Redevelopment Plan, as circumstances may make such changes appropriate, including, but not limited to, circumstances arising out of a redevelopment proposal by an existing owner of property in the Redevelopment Area. However, pursuant to the Mount Laurel Settlement Agreement, the Redevelopment Plan may not be amended with regard to the Mount Laurel Settlement Agreement Properties without the express written consent of the Inclusionary Developer.

#### **E. Zoning Map Amendment**

This Redevelopment Plan Amendment supersedes the underlying zoning for the parcels within the Redevelopment Area, requiring that the Official Zoning Map be hereby amended to illustrate such changes.

#### **F. Tax Abatement Program**

By designating this area as An Area in Need of Redevelopment, Woolwich Township is given the authority to offer long-term (up to 30 years) tax exemptions or abatements as a financial incentive to encourage rehabilitation and/or redevelopment of the area, in accordance with N.J.S.A. 40A- 20- 1 et seq. Any tax abatement(s) for the rehabilitation and/or redevelopment of the area would need to be addressed as part of the redevelopment agreement and financial agreement.

#### **G. Validity of Ordinance**

If any section, paragraph, division, subdivision, clause or provision of this plan shall be adjudged by the courts to be invalid, such adjudication shall only apply to the section, paragraph, division, subdivision, clause or provision so judged, and the remainder of this plan shall be deemed valid and effective.

**APPENDIX A - ORDER DATED JULY 26, 2021 AND SETTLEMENT AGREEMENT**

**CARLUCCIO, LEONE, DIMON, DOYLE & SACKS, LLC**

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Attorneys for Declaratory Plaintiff, Township of Woolwich

By: Michael A. Jedziniak (Attorney ID: 012832001)

**IN THE MATTER OF THE  
APPLICATION OF THE TOWNSHIP OF  
WOOLWICH, COUNTY OF  
GLOUCESTER**

**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: GLOUCESTER COUNTY**

DOCKET NO.: GLO-L-1068-15

CIVIL ACTION – MOUNT LAUREL

**ORDER APPROVING MOUNT LAUREL  
SETTLEMENT AGREEMENTS  
VIA DULY NOTICED FAIRNESS  
HEARING**

**THIS MATTER** having been opened to the Court by Carluccio, Leone, Dimon, Doyle & Sacks, LLC, Michael A. Jedziniak, Esq. appearing on behalf of declaratory plaintiff, Township of Woolwich (hereinafter “the Township”); Day Pitney, LLP, Craig M. Gianetti, Esq. with co-counsel Marc Kaplin, Esq. of Kaplin Stewart appearing on behalf of Intervenor, Woolwich Commons, LLC, Main Street at Woolwich, LLC, Woolwich Crossings, LLC, and Woolwich Residential, LLC (collectively the “Wolfson Group”); Bassam F. Gergi, Esq. appearing on behalf of Intervenor, through settlement, Fair Share Housing Center (“FSHC”); and Peter O’Connor, Esq. appearing on behalf of Fair Share Housing Development (“FSHD”); and the Court having appointed Frank J. Banisch, III, P.P., A.I.C.P. as Special Master; and the Court having also appointed Hon. Mark A. Troncone, J.S.C. as mediator; and the Township and FSHC having entered into a global May 3, 2021 First Amendment to the December 27, 2018 Settlement Agreement, and the Township, FSHC, FSHD, and the Wolfson Group having entered into a separate May 3, 2021 Agreement

spelling out terms specific to the Wolfson Group properties as well as the FSHD municipally sponsored, 100% affordable family development (together, the two May 3, 2021 agreements are hereinafter referred to as the “Mount Laurel Settlement Agreements”); and the parties seeking judicial approval of the Mount Laurel Settlement Agreements pursuant to a duly-noticed Mount Laurel Fairness Hearing; and the purpose of the Fairness Hearing is to determine whether said Settlement Agreements are fair, reasonable and adequately protect the interests of the region’s low- and moderate-income households; and counsel for the Township having executed and filed an Affidavit of Public Notice to demonstrate that sufficient notice of the Fairness Hearing had been provided to all interested parties and the public in genera; and the Court having found that the Township provided sufficient public and actual notice of the Fairness Hearing; and no written objections to the Settlement Agreements having been filed; and the Fairness Hearing having been held on July 27, 2021, and the Court having considered the testimony of Special Master Banisch ~~and Ashton Jones, P.P., A.I.C.P., the Township’s consulting planner~~, as well as the comments of counsel; and the Court having reviewed all of the documents submitted into evidence during the Fairness Hearing; and the Court being satisfied that the parties are entitled to the relief sought; and good cause having been shown.

**IT IS** on this 26 day of July 2021, **ORDERED AND ADJUDGED** as follows:

1. The Court finds that the Township provided adequate notice to the public and all interested parties of the Mount Laurel Settlement Agreements prior to the Fairness Hearing on July 27, 2021.

2. The Court finds that the Mount Laurel Settlement Agreements are fair and reasonable, and adequately protect the interests of low- and moderate-income persons within the

Township's housing region based upon the criteria set forth in East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), for approving a settlement of Mount Laurel Litigation.

3. The Court finds that the Township's proposed affordable housing strategy as set forth within the Mount Laurel Settlement Agreements is facially constitutionally compliant and provides a realistic opportunity for the Township to meet its affordable housing obligations pursuant to Mount Laurel IV, 221 N.J. 1 (2015), the "New Jersey Fair Housing Act," N.J.S.A. 52:27D-301 et. seq. ("FHA"), and other relevant regulations and policies, subject to the Township's compliance with the conditions set forth hereinafter.

4. On or before November 26, 2021, or after any extensions provided for good cause shown, the following actions shall be completed in fulfillment of the Township's responsibilities hereunder.

a. Adoption by resolution of a Round 3 Housing Element and Fair Share Plan ("Fair Share Plan") by the Township's Joint Land Use Board, consistent with the standards set forth in the MLUL, the FHA, Mount Laurel IV; as well as the terms of the Mount Laurel Settlement Agreements.

b. Endorsement by resolution of the Fair Share Plan by the Township Committee.

c. Provision of the deed restrictions and other crediting documentation for existing affordable units.

d. Adoption of the requisite relevant ordinance(s) and amendments to the Township's Kings Landing Redevelopment Plan in accordance with the time frames, terms and conditions provided for in the Mount Laurel Settlement Agreements and in accordance with all applicable standards set forth in the MLUL, the FHA, and Mount Laurel IV, and the Mount Laurel Settlement Agreements.

e. Entry into a developer's agreement with FSHD for its municipally sponsored, 100% affordable project and the adoption of zoning for the FSHD parcel to ensure a realistic opportunity.

f. Documentation demonstrating that Weatherby Phase III/Tavistock at Woolwich has been determined to satisfy the conditions in the December 9, 2020 NJHMFA Tax Credit Reservation Award for Tavistock at Woolwich project N.J.A.C. 5:80-33.9(b) and 5:80-33.12(a) for its 9% LIHTC allocation, a construction schedule, and income/bedroom distribution of the affordable units.

g. Adoption of the requisite amendments to the Township's Affordable Housing and Zoning Ordinance to implement the terms of the Mount Laurel Settlement Agreements.

h. Adoption by resolution of the Township Committee appointing a municipal housing liaison and administrative agent.

i. Adoption by resolution of the Township Committee of an affirmative marketing plan consistent with UHAC and the terms of the Mount Laurel Settlement Agreements.

j. Adoption by resolution of the Township Committee of the requisite "Spending Plan" as contemplated by N.J.S.A. 52:27D-329.2 and 329.3, consistent with the terms of the Mount Laurel Settlement Agreements, including dedicating the necessary monies required for the municipally sponsored 100% affordable FSHD project, and an intent to fund shortfall resolution.

k. Implementation of all the terms contained in the Mount Laurel Settlement Agreements in accordance with the time frames, terms and conditions provided for in the Mount Laurel Settlement Agreements.

5. By November 26, 2021, or after any extensions provided for good cause shown, the Township shall submit to the Court, the Special Master, the Wolfson Group, FSHC, and FSHD



the above-referenced documentation listed in Paragraph 4 of this Order and a certification by the Township confirming that each of the aforesaid measures have been duly completed.

6. The New Jersey Division of Developmental Disabilities is hereby Ordered to provide the information necessary to assist the Township in securing the proper documentation for its group home credits.

7. A Mount Laurel Compliance Hearing is scheduled on ~~January~~ February \_\_\_\_\_, 15, 2022, at \_\_\_\_\_ 10:00 a.m./~~p.m.~~, for the purpose of determining whether the Township's adopted and endorsed Round 3 Housing Element and Fair Share Plan and the various other documents referenced above creates a realistic opportunity to satisfy the Township's fair share of the regional need for affordable housing.

8. The Township's temporary immunity from Mount Laurel Litigation is hereby extended through the Compliance Hearing date, pending the completion of the actions referenced above.

**IT IS FURTHER ORDERED** that a copy of this Order shall be served filed on eCourts by the Township within seven (7) days.

*Robert P. Becker Jr.*

\_\_\_\_\_  
HONORABLE ROBERT P. BECKER, JR., P.J.Ch.

Unopposed

Opposed

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

**SETTLEMENT AGREEMENT**

THIS SETTLEMENT AGREEMENT (“*Settlement Agreement*”) is made and entered into on the 3<sup>rd</sup> day of May 2021 between and among (1) Main Street at Woolwich, LLC, Woolwich Commons, LLC, Woolwich Crossings, LLC and Woolwich Residential, LLC (collectively “*Developer*”), (2) Woolwich Township (“*Township*”), (3) Woolwich Township Joint Land Use Board (“*JLUB*”), (4) Fair Share Housing Development, Inc. (“*FSHD*”) and (5) Fair Share Housing Center (“*FSHC*”) together with Developer, Township, JLUB and FSHD, the “*Parties*”) with regard to the provision of affordable housing within the Township.

**BACKGROUND**

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

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

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

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

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

**WHEREAS**, Fair Share Housing Center ("*FSHC*") is a New Jersey-based non-profit affordable housing advocacy group dedicated to the enforcement of the Mount Laurel doctrine, and was recognized in In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"), as a representative of the interests of lower-income households and interested party in all Mount Laurel litigation and entitled to notice of all such actions and an opportunity to be heard; and

**WHEREAS**, Fair Share Housing Development, Inc. ("*FSHD*") is also an interested party to which the Township has committed to help finance and support in order to construct a municipally sponsored 100% affordable development on property that the Township will secure and ensure is conveyed to FSHD from the Developer as set forth in detail below; and

**WHEREAS**, the Township and JLUB shall negotiate and execute separate agreements with FSHC and FSHD which further establish the rights and responsibilities among these public and private entities; and

**WHEREAS**, the Properties were subject to a Mount Laurel builder's remedy lawsuit filed in 2001 by Woolwich Adult, LLC, Woolwich 322, LLC, Woolwich DKM 80, LLC, Woolwich Gargiulo 40, LLC and Woolwich Kingsway 60, LLC (collectively "*Woolwich Adult*") against the Township and its JLUB, captioned, Woolwich Adult, LLC v. Township of Woolwich, et seq

Docket No. GLO-L-413-01, which alleged the Township failed to comply with its constitutional Mount Laurel affordable housing obligations (“*Builder’s Remedy Lawsuit*”); and

**WHEREAS**, on September 29, 2003, the Township, the JLUB, and Woolwich Adult executed a formal Settlement Agreement and two subsequent addenda, thereby avoiding a resource-draining trial and an adjudication of Woolwich Adult’s allegations (“*Original Settlement Agreement*”); and

**WHEREAS**, the Original Settlement Agreement required, *inter alia*, the Township to meet its affordable housing obligations by amending its Land Use and Zoning Ordinance (“*Zoning Ordinance*”) to permit development of a mixed-use inclusionary development of 1,029 new age-restricted residential units, including 104 affordable housing units, an 18-hole golf course, and up to 2,900,000 square feet of non-residential space on the Properties (the “*Inclusionary Development*”); and

**WHEREAS**, the Original Settlement Agreement also required, *inter alia*, Woolwich Adult (1) to refund the Township for a 39-unit Regional Contribution Agreement (“*RCA*”) in the total amount of \$1,365,000, and (2) to pay a non-residential development fee of 2% of equalized assessed value of the improved non-residential property; and

**WHEREAS**, on August 30, 2004, the Township and JLUB executed a separate settlement agreement with FSHC (“*FSHC 2004 Agreement*”) which, *inter alia*, required Woolwich to fund a 100-unit, 100% affordable housing development to be constructed by FSHD on another site within the Township (“*FSHD Project*”); and

**WHEREAS**, on December 22, 2004, the Honorable James E. Rafferty, J.S.C. (ret.) approved the Original Settlement Agreement and the FSHC 2004 Agreement pursuant to a duly-noticed Mount Laurel “Fairness and Compliance Hearing” and thereafter (1) approved the

Township's Round 2 Housing Element and Fair Share Plan; and (2) entered a Judgment of Repose (*"Second Round Judgment of Repose"*); and

**WHEREAS**, Woolwich Adult failed to perform on its purchase agreements for the land and on its obligations under the Original Settlement Agreement and Developer eventually purchased lots that Woolwich Adult previously had under contract; and

**WHEREAS**, by approximately 2012, Developer owned the majority of the land governed by the Original Settlement Agreement; and

**WHEREAS**, between 2010 and 2013, Developer obtained an initial GDP approval from the Township's JLUB, a first amended GDP approval, and a second amended GDP approval to develop approximately 1,498,288 square feet of non-residential uses in conformance with zoning adopted by the Township and consistent with the Original Settlement Agreement (*"Approved GDP"*); and

**WHEREAS**, on October 3, 2013, Woolwich Commons obtained Preliminary and Final Site Plan Approval for one component of the approved GDP – an approximate 585,576 square foot non-residential development on the Woolwich Commons Parcel, and on May 19, 2016, the JLUB adopted Resolution 2016-20 granting an extension of the Preliminary and Final Site Plan Approval for the Woolwich Commons Parcel; and

**WHEREAS**, on March 8, 2015, the New Jersey Supreme Court issued Mount Laurel IV, which, among other things, vested exclusive jurisdiction of all Mount Laurel matters in the Superior Court, Law Division, and permitted municipalities to secure such jurisdiction without exposure to exclusionary zoning litigation in the 30-day period between June 8, 2015 and July 8, 2015; and

**WHEREAS**, on July 6, 2015, the Township filed a timely Declaratory Judgment Action captioned In the Matter of the Application of the Township of Woolwich, Docket No. GLO-L-1068-15 (“**DJ Action**”), for purposes of securing a Final Round 3 Judgment of Compliance and Repose and legal immunity from exclusionary zoning lawsuits during the process of achieving same; and

**WHEREAS**, by Consent Order dated September 9, 2015, Developer was recognized as Woolwich Adult’s successor in interest to the Original Settlement Agreement in the Builder’s Remedy Lawsuit and was permitted to intervene in the DJ Action; and

**WHEREAS**, although not formal intervenors, FSHC and FSHD are interested parties and therefore have participated in this matter fully; and

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

**WHEREAS**, the Township has a Transfer of Development Rights (“**TDR**”) Program codified in Article VI of the Township Code (Section 203-51 through 203-56) entitled “Voluntary TDR Program” (“**TDR Program**”); and

**WHEREAS**, on August 20, 2018, the Township adopted Ordinance 2018-13 which amended its Zoning Ordinance to create a number of new zoning districts and rezoned numerous properties within the Township (“**2018 Ordinance**”); and

**WHEREAS**, the 2018 Ordinance, *inter alia*, rezoned the Woolwich Commons Parcel to the BBR district, rezoned the Woolwich Crossings parcel to the RHO District, rezoned the Main Street Parcel and the Triangle Parcel to the MU-Mixed Use District and rezoned the Woolwich Residential Parcel to the RR-BD District; and

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

**WHEREAS**, on October 1, 2018, the Township adopted Ordinance 2018-15, which amended Ordinance 2018-13 (“**Amended 2018 Ordinance**”) by, *inter alia*, (1) lowering the minimum base density from 4.5 units per acre with the purchase of TDRs to 3.5 units per acre in the RR-BD Zoning District without the purchase of TDRs; and (2) reducing the required number of affordable housing units in the RR-BD Zoning District from 204 to 104 to be consistent with the Original Settlement Agreement; and

**WHEREAS**, the Developer and the Township disputed whether Ordinance 2018-15, in conjunction with the provisions of the TDR Program, required the purchase of TDRs for any residential development on the “triangle parcel” or the purchase of TDRs for any residential units in excess of 500 residential units on the “triangle parcel”; and

**WHEREAS**, Developer amended **PW#1** to include a challenge to the Amended 2018 Ordinance; and


**WHEREAS**, on December 27, 2018, the Township and FSHC entered into a written “Agreement To Resolve Issues Between The Township Of Woolwich And Fair Share Housing Center Concerning The Township’s Mount Laurel Fair Share obligations And The Means By Which The Township Intends To Satisfy Same” (“**FSHC 2018 Agreement**”) which (1) established

the Township's overall fair share obligations; (2) identified various credits and reductions the Township anticipated would satisfy same; (3) raised the number of units in the FSHD Project from 100 to 120; and (4) identified the compliance mechanisms that the Township committed to provide a realistic opportunity for in order to provide its fair share of affordable housing to meet its obligations; and

**WHEREAS**, the FSHC 2018 Agreement required, *inter alia*, that (1) 104 affordable units be built as part of the inclusionary development on the "Woolwich Adult Tract", of which Developer's entity (Woolwich Residential) owns a substantial majority of the land; (2) the Township attempt to reach an agreement with Developer regarding whether the RR-BD zone created the requisite "realistic opportunity" for 104 units of affordable housing; (3) the Township to municipally sponsor and to contribute \$2,500,000,00 to help subsidize and make realistic the FSHD Project; and (4) the Township expedite and prioritize all land use and other applications associated with the FSHD Project; and

**WHEREAS**, as a result of meetings between the Township, Banisch, and Developer concerning the RR-BD zoning, by letter dated March 21, 2019, Developer advised Banisch and the Court that it accepted the current RR-BD zoning regulations as creating a realistic opportunity to for the production of 104 units of affordable housing required in the Original Settlement Agreement; and

**WHEREAS**, as a result, Developer agreed to withdraw PW #1 (as amended) without prejudice with a right to reinstate if the negotiations in the DJ Action were unsuccessful; and

**WHEREAS**, on April 12, 2019, the Court entered a Case Management  Order memorializing same; and



**WHEREAS**, on or about May 15, 2019, Woolwich Residential filed an application with the JLUB seeking General Development Plan approval for the Woolwich Residential Parcel (“**GDP #1**”) as set forth in the Municipal Land Use Law (**MLUL**”); and

**WHEREAS**, GDP #1 proposed two alternative residential density options for development; and

**WHEREAS**, one of the alternatives (referred to as “Base Density Plan”) proposed a total of 876 residential units of which 89 units would be restricted for affordable housing and the second alternative (referred to as “Departure Plan”) proposed a total of 1,029 residential units, of which 104 units would be restricted for affordable housing; and

**WHEREAS**, on June 13, 2019, the Court issued an Order approving the FSHC 2018 Agreement pursuant to a duly-noticed Fairness Hearing; and

**WHEREAS**, after the aforementioned Fairness Hearing, the Township informed FSHC and FSHD that it had insufficient funds in its Mount Laurel Trust Fund at the time to pay FSHD the \$2,500,000.00 and that it lacked sufficient bonding capacity due to prior bonding commitments for installation of the sewer infrastructure necessary to facilitate development on and near the Route 322 corridor, including the residential and nonresidential construction planned by Developer and FSHD; and

**WHEREAS**, the Township’s inability to pay to FSHD the \$2.5 million contribution also prevented FSHD’s ability to acquire the land necessary to proceed with its 120-unit municipally sponsored 100% affordable project which, in turn, would prevent Woolwich from meeting its fair share obligations under the Court-approved FSHC 2018 Agreement; and

**WHEREAS**, on or about June 14, 2019, Main Street filed a second application with the JLUB for General Development Plan approval for a portion of the Main Street Parcel (“**GDP #2**”),

which sought approval for development of mixed-use buildings containing ±76,500 square feet of first-floor non-residential space, and 552 multifamily dwelling units; and.

**WHEREAS**, GDP #1 and GDP #2 remain pending before the JLUB, although they are currently stayed by Order of the Court; and

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

**WHEREAS**, on or about September 27, 2019, Developer filed a Complaint in Lieu of Prerogative Writs against Defendant Township, Docket No. 1167-19, ("**PW #2**") challenging the 2019 Zoning Amendment and Woolwich's entire TDR Program; and

**WHEREAS**, **PW #2** remains pending before the Court and proceedings thereon are currently stayed; and

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

**WHEREAS**, **PW #3** remains pending before the Court and proceedings thereon are currently stayed; and

**WHEREAS**, the Township claims that its decision was prompted by the LTMUA's admission that it could not provide sufficient treatment capacity for the full buildout of the

Regional Center which, in turn, prompted the New Jersey Infrastructure Bank to withdraw its funding; and

**WHEREAS**, the Township further claims that, at that point, if the Township could not find a viable alternative acceptable to the New Jersey Infrastructure Bank, sewer and water service would not be available along the Route 322 corridor or in the Regional Center; and

**WHEREAS**, the Township further asserts that, due to its efforts and cooperation by various representatives of Gloucester County, sewer service along the Route 322 corridor is now a reality, and it is anticipated that installation of the necessary infrastructure and road improvements shall commence in earnest around March of 2021; and

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

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

**WHEREAS**, after months of extensive mediation sessions with the court-appointed mediator, on August 27, 2020, the Township and Developer reached an agreement in principle and placed the general terms and exhibits on the record; and

**WHEREAS**, on September 8, 2020, the Township Committee discussed the general settlement terms in executive session, and Mayor Marino thereafter advised that the Committee had reviewed and discussed the term of the settlement, and while they agree to the terms in theory, will be waiting for a finalized document prior to taking action; and

**WHEREAS**, the purpose of this Settlement Agreement is to assist the Township in satisfying its constitutional Mount Laurel obligations by creating a realistic opportunity for the

construction of its “fair share” of the regional need of safe, decent housing affordable to low- and moderate-income households in the region; and


**WHEREAS**, this Settlement Agreement recognizes that, pursuant to the Mount Laurel doctrine, the realistic opportunity for affordable housing is the primary goal; and

**WHEREAS**, upon approval of this Settlement Agreement by the court pursuant to a Fairness Hearing, the Township shall take all actions required to create a realistic opportunity for the 100% affordable, municipally sponsored FSHD Project; and

**WHEREAS**, upon approval of this Settlement Agreement by the court pursuant to a Fairness Hearing, the Township shall take actions consistent with the MLUL to rezone Developer’s Properties to permit (1) an inclusionary residential development on the Woolwich Residential Parcel; (2) a mixed-use residential and commercial/retail development on the Woolwich Commons Parcel; (3) commercial/retail development on the MS Strip Parcel (defined in Section 3.b); and (4) commercial/industrial/warehouse development on both the Woolwich Crossing Parcel and the Triangle Parcel (defined and provided for in Section 3.b), all as generally depicted on the concept plan attached hereto as **Exhibit B** (“*Overall Development*”); and

**WHEREAS**, as part of the Overall Agreement, the Township agrees that all of Developer’s Properties shall be exempt from the Woolwich TDR Program; and

**WHEREAS**, it is the best interests of the parties and the region’s low- and moderate-income households to enter into this Settlement Agreement to avoid further public and private litigation costs and to expedite the provision of affordable housing, job-creating nonresidential development, open space, and other amenities; and

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

**1 Legal Effect of Settlement Agreement.** This Settlement Agreement supersedes all terms and conditions of (a) the Original Settlement Agreement and all amendments thereto; (b) all JLUB Resolutions of Approval associated with the Properties and (c) all Township Development Agreements associated with the Properties. To the extent that any provision of this Settlement Agreement conflicts with any other agreement between some or all parties hereto, the provisions of this Settlement Agreement shall control. The Preamble set forth above is incorporated into the body of this Settlement Agreement as if set forth in full.

**2 Number of Residential Units.**

**a.** Developer may construct no more than 1,375 residential units combined on the Woolwich Residential and Woolwich Commons Parcels (excluding the FSHD Dedicated Land as defined below in Section 4.a). It is anticipated that approximately 900 residential units will be constructed on the Woolwich Residential Parcel, including 90 deed restricted affordable residential units reserved for low- and moderate-income households. It is also anticipated that approximately 475 residential units will be constructed on the Woolwich Commons Parcel. However, Developer may develop less or more residential units between the Woolwich Residential and Woolwich Commons Parcels, provided (i) the combined residential unit count does not exceed 1,375 units; and (ii) the number of deed restricted affordable units is 90 units.

**b.** Separate and apart from the market-rate and affordable residential units that Developer is permitted to construct in the above paragraph, FSHD will be permitted to develop the municipally-sponsored FSHD Project containing 132 low- and moderate-income dwelling units on land gifted / donated to FSHD by Developer under the terms set forth below.

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

d. There is presently pending before the JLUB GDP #2, which, consistent with the existing MU Zone, permits a development of approximately 550 multi-family dwelling units on the Main Street Parcel. In lieu of GDP#2, Developer may construct approximately 475 residential units on the Woolwich Commons parcel (as opposed to the Main Street Parcel) with no required set-aside for affordable housing units nor the obligation to pay a residential development fee, subject to zoning standards in the Redevelopment Plan discussed in Section 3 herein.

e. The residential units on the Woolwich Commons Parcel may consist of multi-family buildings exclusively, or up to twenty percent (20%) townhouse units in accordance with a new Mixed-Use Development zoning district as set forth in Section 3.

f. Developer shall not be required to purchase TDRs in connection with the development of any of the Properties pursuant to this Settlement Agreement as Developer's Properties shall be exempt from the Township's TDR Program.

**3 Zoning for the Properties.** As part of the Township's compliance with its affordable housing obligation, the Township shall incorporate all of the zoning discussed below for the Properties in an amended redevelopment plan as described in Section 9 herein ("*Redevelopment Plan*") pursuant to the Local Redevelopment & Housing Law, N.J.S.A. 40A:12A-1 et. seq. ("*LRHL*"), which shall be prepared in coordination with Developer with a final draft of the Redevelopment Plan provided to Developer at least ten (10) business days prior to introduction. The Township shall, following a public hearing in accordance with the MLUL and

LRHL, complete the adoption of the Redevelopment Plan for the Properties as contemplated herein within thirty (30) days of court approval of this Settlement Agreement.

a. Woolwich Residential Parcel Zoning. Developer, or its legal designee, will be permitted to develop the Woolwich Residential Parcel (“*Woolwich Residential Development*”) (less the FSHD Dedicated Land as defined in Section 4.a herein) in accordance with a new residential zone (“*Residential Zone*”). A conceptual plan for the Woolwich Residential Development is attached hereto as **Exhibit C**. This new Residential Zone, which will be included in the Redevelopment Plan, will contain conventional (non-form based) zoning regulations and will contain only those identical standards outlined in the attached **Exhibit D**. This does not preclude the Township from reformatting said standards to better fit within the context of the existing redevelopment plan.

a(1) Woolwich Residential Affordable Component. Developer agrees that the affordable units to be constructed on the Woolwich Residential Parcel will be non-age-restricted “family” units and will comply in all respects with the Uniform Housing Affordability Controls (“*UHAC*”) regulations, codified at N.J.A.C. 5:80-26.1 et. seq., and thirteen percent (13%) of the affordable units (rounded up to the nearest whole number, which is 12 affordable units) will be reserved for “very low-income units” as defined in the New Jersey Fair Housing Act. The affordable units will be subject to duly-recorded affordability controls as required by UHAC. The construction of the market-rate units and affordable units in the Woolwich Residential Development shall comply with COAH’s phasing requirements set forth in N.J.A.C. 5:93-5.6(d). The affordable units will be subject to the 30-year affordable deed restriction as provided for by UHAC, and the Township and Developer agree that the Township, following the thirty (30) year

restriction, the Township may only release the affordable restrictions in accordance with UHAC or applicable law at the time.

b. Triangle Parcel and Woolwich Crossing Parcel Zoning. The Main Street Parcel will be subdivided to create a parcel on the north side ("*Triangle Parcel*") and a parcel along the Route 322 frontage ("*MS Strip Parcel*") as generally depicted on **Exhibit E**. Attached as **Exhibit F** is a copy of the Township's existing CD Zone in the 2019 amendment to the Kings Landing Redevelopment Plan, Route 322 Corridor prepared by Maser Consulting ("*2019 Kings Landing Redevelopment Plan*"). Developer, or its legal designee, will be permitted to develop the Triangle Parcel and the Woolwich Crossing Parcel for any one or more of the uses permitted in the Township's existing Commercial Development zone district in the 2019 Kings Landing Redevelopment Plan ("*CD Zone*") ("*Triangle Development*" and "*Woolwich Crossings Development*", respectively). The CD Zone for the Triangle Parcel and Woolwich Crossings Parcel shall be incorporated into the Redevelopment Plan as depicted in **Exhibit F(1)** and shall also include as permitted uses order fulfillment centers with or without accessory transshipment facilities and related "last mile" activities, as well as the ability to accept returns and transact limited sales and exchanges. Conceptual plans for the Triangle Development and Woolwich Crossings Development are attached hereto respectively as **Exhibits G (and G.1)** and **H**.

c. Woolwich Commons Parcel Zoning. Developer, or its legal designee, will be permitted to develop the Woolwich Commons Parcel in accordance with a new mixed-use zone ("*MU Zone*") allowing the development of approximately 475 multifamily units exclusively, or up to twenty percent (20%) townhouse units and general commercial/retail uses ("*Woolwich Commons Development*"). A conceptual plan for the Woolwich Commons Development is attached hereto as **Exhibit I**. This new MU Zone, which will be incorporated into ~~and/or~~



designated as part of the Redevelopment Plan, will contain conventional (non-form based) zoning regulations and will contain only those identical standards outlined in the attached **Exhibit J**. This does not preclude the Township from reformatting said standards to better fit within the context of the 2019 Kings Landing Redevelopment Plan.

**d. Strip of Main Street Parcel Zoning.** Developer, or its legal designee, will be permitted to develop the MS Strip Parcel along the north side of Route 322 (opposite the Woolwich Commons parcel) in accordance with a new commercial zone (“**Commercial Zone**”) created to allow commercial/retail (but not industrial/warehouse) development of the MS Strip Parcel (“**MS Strip Development**”). There is currently no concept plan for the MS Strip Development. This new Commercial Zone, which will be incorporated into and/or designated as part of the Redevelopment Plan, will contain conventional (non-form based) zoning regulations and will contain only those identical standards outlined in the attached **Exhibit K**. This does not preclude the Township from reformatting said standards to better fit within the context of the 2019 Kings Landing Redevelopment Plan.

**e.** The Redevelopment Plan shall provide for a minimum of 125 foot-wide shared area of land between the Triangle Parcel and MS Strip Parcel as depicted on **Exhibit L** (“**Overlay Area**”) to be zoned both the CD Zone and the new Commercial Zone to allow the Developer to use either zoning, at its election, for the Overlay Area. The subdivision boundary line between the Triangle Parcel and MS Strip Parcel may shift that approximately 125 feet based upon the development and zoning eventually used as elected by Developer.

**f. Cost Generative Features.** The Township and JLUB shall comply with N.J.A.C. 5:93-10 and shall not impose development standards and/or requirements that would be objectively considered cost-generative features that are not essential to protect the public welfare.

The Parties agree that the fully negotiated development standards attached hereto and referenced in this Section 3 are not “unnecessary cost generating features” as that term is applied pursuant to COAH’s regulations at N.J.A.C. 5:93-10.1. However, nothing herein shall bar the Developer from challenging any RSIS requirements imposed by the JLUB as being “unnecessary cost generating features” pursuant to N.J.A.C. 5:93-10.1.

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

**h.** The Township will collaborate with FSHD to create a separate residential zoning district and separate zoning regulations to ensure a realistic opportunity for the development of the municipally-sponsored FSHD Project described below.

**i.** Once the zoning and Redevelopment Plan for the Properties required herein are adopted, the Township will not amend the zoning or Redevelopment Plan of any of the Properties of Developer without Developer’s consent. The Township will further not amend the zoning or Redevelopment Plan of the FSHD Dedicated Land without FSHD’s consent.

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

at the time such payment is due. If the Legislature increases, decreases or eliminates the mandatory Non-Residential Development Fee to a percent other than 2.5 percent, Developer shall pay that percentage. The applicable fee percentage will be determined at the time the Non-Residential Development Fee is due as prescribed in the Non-Residential Development Fee Act.

**4 Municipally-sponsored, 100% Affordable FSHD Project.**

a. Developer will gift/donate 12 acres of the Woolwich Residential Parcel to FSHD ("*FSHD Project Land*") for the development of the FSHD Project, in the location depicted on the conceptual plan on Exhibit C. The FSHD Project shall consist of one-hundred-thirty-two (132) affordable non-age-restricted family rental units and a management/community building.

The FSHD Project is assuming twelve (12) more affordable units than in the FSHC 2018 Agreement, which only required 120 affordable units, to help satisfy the Township's fair share obligations. In view of this increased unit count, the Township has agreed to provide an additional \$400,000 from its affordable housing trust fund (above the \$2.5 million in the FSHC 2018 Agreement) to create a realistic opportunity for the FSHD Project, subject to the terms and conditions below.

The 132 residential units shall be developed in two phases with Phase I (approximately 70 units) and Phase II (approximately 62 units). FSHD shall be responsible for obtaining any and all development approvals at its sole cost and expense, including subdivision and site plan approvals. Developer agrees to sign all Township/Planning Board required authorizations to permit FSHD to make needed site plan, subdivision and development applications for the FSHD Project. FSHD will apply for mortgage and tax credit financing for the project at the New Jersey Housing and Mortgage Finance Agency ("*NJHMFA*").

The Developer will gift/donate the “FSHD Project Land” to FSHD at least thirty (30) days prior to the closing of the construction/tax credit financing at NJHMFA for Phase I of the FSHD Project. FSHD shall provide the Township and the Developer with at least forty-five (45) days’ notice of the closing of the construction/tax credit financing. The deed conveying the land from Developer to FSHD shall include: (a) a restriction that the FSHD Dedicated Land can only be used for affordable housing purposes and (b) a reservation of utility easement (for example, for stormwater, electric, gas, telephone, sanitary sewer, etc.) on the FSHD Dedicated Land for the benefit of Developer at a reasonable location agreeable between Developer and FSHD along the perimeter of the FSHD Dedicated Land. Any stormwater easement shall be limited to underground piping and shall not include a basin on the FSHD Dedicated Land. At the construction/tax credit closing, the deed conveyed by the Developer to FSHD shall be conveyed by FSHD to a limited partnership or limited liability company to implement the NJHMFA mortgage/tax credit program requirements. This deed will contain the following restrictions regarding the use of the property for affordable housing: forty-five (45) year restriction pursuant to the Low Income Housing Tax Credit Qualified Allocation Plan N.J.A.C. 5:80-33.1 and 5:80-33.15(a)(1) and the Deed of Easement and Restrictive Covenant for Extended Low-Income Occupancy to be recorded in the office of the Gloucester County Clerk.

b. In recognition of Developer’s gift/donation of the FSHD Dedicated Land to FSHD, Developer will be entitled to a \$1.1 million “credit” from the Township against future Non-Residential Development Fees in connection with the non-residential portion of the Developer’s Overall Development. This \$1.1 million credit shall be applied to the first \$1.1 million of Non-

residential Development Fees assessed against the non-residential portion of the Developer's Overall Development.<sup>1</sup>

c. Within thirty (30) days of court approval of this Settlement Agreement via duly-noticed Fairness Hearing, the Township will contribute \$350,000 from its Affordable Housing Trust Fund to FSHD for development costs related to the first phase of the FSHD Project (approximately 70 units).

d. Developer agrees to pay \$350,000, in accordance with this Section 4(d), which payment represents the difference between the \$350,000 paid by the Township to FSHD for Phase I of the FSHD Project (approximately 70 units), pursuant to Section 4(c), and the \$700,000.00 represented by FSHD to be the amount necessary for it to proceed with a mortgage and 9% tax credit application for Phase I (approximately 70 units) at the New Jersey Housing and Mortgage Finance Agency ("**Developer's FSHD Payment**").

FSHD shall provide written notice of the projected closing to the Township and the Developer at least forty-five (45) days prior to the scheduled date of the construction/tax credit closing of the FSHD Project, Phase I (approximately 70 units). Thirty days (30) prior to the initial construction/tax credit closing of the FSHD Project, Phase I (approximately 70 units), upon written notice from FSHD to the Developer and Township, the Developer shall deposit into the Township's Affordable Housing Trust Fund account the sum of \$350,000 which shall thereafter be paid by the Township to FSHD pursuant to this Settlement Agreement and Township Affordable Housing Spending Plan to be approved by the court pursuant to a duly-noticed Fairness

<sup>1</sup>The \$1.1 million credit is not reflective of the value of the FSHD Dedicated Land; rather, it represents the amount of money the Township previously committed to FSHD for the purchase of other lands in the Township for an affordable housing development. Nothing herein shall preclude Developer from obtaining an appraisal of the FSHD Dedicated Land for tax or other purposes. However, the results of said appraisal(s) shall neither increase, nor decrease the \$1.1 million credit referenced herein.

Hearing. The Township shall make this \$350,000 payment to FSHD at the initial construction/tax credit closing of the FSHD Project, Phase I (approximately 70 units).

e. Developer represents that, other than the terms set forth in this Settlement Agreement and any agreements related to the gift/donation of the land, there are no other agreements or transactions existing or contemplated between Developer and FSHD in connection with the FSHD Project.

f. Developer's FSHD Payment of \$350,000, pursuant to Section 4(d), will be credited against any future statutorily required Non-Residential Development Fee required to be paid in connection with the Developer's Overall Development as set forth above.

g. NJHMFA mortgage and tax credit application process requires applicants who pledge "out-of-pocket cash equity" to fill an equity gap in the project's financing to submit certain supporting documentation including the following: that the applicant has a firm commitment for the gap funds; written verification from the provider of these gap funds that they are unencumbered; and, that these unencumbered funds are committed to the applicant for the project seeking NJHMFA mortgage financing and/or tax credits. FSHD, in its Phase I mortgage and tax credit applications to NJHMFA, will pledge "out-of-pocket cash equity" which will represent the difference between the amount of affordable housing trust funds received from Woolwich Township, pursuant to Section 4 (c) in the amount of \$350,000, and an additional \$350,000 received from Woolwich Township's Affordable Housing Trust Fund, pursuant to Section 4(d). Upon written request from FSHD, the Developer, through an independent CPA (or financial advisor or financial institution), agrees, to certify in writing to NJHMFA, FSHD and the Township, that the Developer's FSHD Payment of \$350,000, pursuant to Section 4(d), is





unconditionally available, unencumbered and committed to FSHD for the FSHD Project, Phase I (approximately 70 units).

h. The Developer's credit of \$1.1 million for the land gifted/donated to the FSHD Project, Section 4(b) herein, shall reduce Woolwich Township's Affordable Housing Trust Fund obligation to the FSHD Project, as committed to in the FSHC 2018 Agreement, from \$2,500,000 to \$1,400,000. The combined contribution of \$350,000 from the Township to FSHD, Section 4(c) herein, and the Developer's contribution of \$350,000 to FSHD, Section 4(d) herein, shall reduce the Township's remaining financial obligation to the FSHD project, Phases I and II, from \$1,400,000 to \$700,000. However, in light of the twelve (12) additional affordable units that FSHD has agreed to construct, above the 120 units in the FSHC 2018 Agreement, the Township agrees to provide an additional \$400,000 to Phase II, subject to the conditions stated below in Sections 4(m) and 4(n).

i. The Township will be solely responsible for financial support in the amount of \$700,000 for Phase II of the FSHD Project from future Affordable Housing Trust Funds or other sources of funding. The Township agrees to pay the \$700,000 balance to FSHD as follows: (1) \$300,000 within thirty (30) days after the completion of the initial construction/tax credit closing of Phase I of the FSHD Project. FSHD shall provide written notice to the Township that the construction/tax credit closing of the FSHD project, Phase I (approximately 70 units) has been completed. These Phase II funds will be used by FSHD for development expenses of Phase II of the FSHD Project; (2) \$400,000 at the time of the initial construction/tax credit closing of Phase II of the FSHD project (approximately 62 units). FSHD shall provide timely written notice to the Township of the completion of the construction/tax credit closing for Phase I and the scheduled date of the construction/tax credit closing of the FSHD Project, Phase II (approximately 62 units).

j. The Township, in order to support the FSHD project, Phases I and II, as a realistic affordable housing opportunity, agrees to take the following affirmative measures in a timely manner consistent with FSHD's applications to NJHMFA for conditional mortgage financing, permanent mortgage financing and tax credits: (1) "resolution of need" for the entire FSHD project; (2) resolution authorizing Payment in Lieu of Taxes Agreement (PILOT), separately for Phase I and Phase II of the FSHD project; (3) execution of Payment in Lieu of Taxes Agreement (PILOT) separately for Phase I and Phase II of the FSHD project; and (4) execution of a Developer Agreement between FSHD and Woolwich Township for the FSHD Project.

k. The Township agrees that, in order to make the FSHD Project, Phases I and II, a realistic affordable housing opportunity under the Mount Laurel Doctrine, the Township will expeditiously enact zoning needed to implement the FSHD Project, and that cost generating features imposed on the project will be eliminated, which include the elimination of water and sewer connection fees, offsite roadway improvement costs, rollback taxes and realty transfer taxes associated with Developer's gift / donation of the FSHD Dedicated Land.

l. Notwithstanding anything in this Section 4, Developer's obligations under this Section 4 are subject to the conditions and triggers provided for in Section 12 herein.

m. The Township, to further support Phase II (62 units) of the FSHD Project as a realistic affordable housing opportunity and in light of the increased unit count from the FSHC 2018 Agreement, agrees to provide FSHD with an additional Affordable Housing Trust Fund grant of \$400,000, over and above the credits and funds agreed to herein in Sections 4(b), 4(c), 4(d), 4(f), 4(g), 4(h) and 4(i). This \$400,000 trust fund grant shall be paid to FSHD for Phase II (62 units) of the FSHD Project at the initial construction/tax credit closing, subject to the following:



The obligation and payment of this additional \$400,000 grant shall (1) accrue and be effective four (4) years after the date of the court order approving this Settlement Agreement. (2) Payment is further subject to the Township, during the aforesaid four (4) year period, collecting and depositing in the Township's Affordable Housing Trust Fund sufficient Residential and Non-Residential Development Fees to pay: (1) Court-approved administrative and legal expenses. (2) FSHD payments in Section 4(c) (\$350,000), Section 4(d) (\$350,000) for Phase I, Section 4(i) (\$700,000) for Phase II, and the additional payment in Section 4(m) (\$400,000) for Phase II.

The Township agrees that the aforesaid affordable housing trust fund payments to FSHD shall have priority payment status over and above all other uses of funds from the Township's Affordable Housing Trust Fund, except for court-approved administrative and legal fees during the above described four (4) year period. The Township each year shall provide FSHD with an affordable housing trust fund report which lists all Residential and Non-Residential Development Fees collected and deposited in the Trust Fund, the source of all the collected fees, a list of outstanding fees and all trust fund expenditures.

n. In the event that the Township, prior to the expiration of the above-described four (4) year period, collects sufficient Residential and Non-Residential Development fees to pay all the trust fund obligation to FSHD described in Section 4(m), which totals \$1.8 million, the Township agrees that it shall set-aside and segregate these funds in the Township's trust fund. The Township further agrees that it shall pay these segregated grant funds to FSHD for Phase II (62 units) of the FSHD Project at the time of the initial-construction/tax credit closing of Phase II (62 units) even if said closing takes place prior to the expiration of the above four (4) year period.



o. In the event that the Township, during the above four (4) year period, does not collect sufficient Residential and/or Non-Residential Development Fees to make the above-described \$1,100,000 Township trust fund payment to FSHD for the Phase II (62 units) project, the Township and FSHD agrees to extend the collection and payment period for additional one (1) year periods until trust fund collections are sufficient to make the full payment to FSHD for the Phase II (62 unit) project. During this extended collection and payment period(s), the sole source of funding to FSHD shall be trust funds and the Township will not be required to bond for any trust fund shortfall.

p. In summary, in addition to providing the FSHD land as detailed in Section 4(b) above, the Township shall provide \$700,000 to support Phase I (approximately 70 units) of the FSHD Project, as detailed in Sections 4(c) and 4(d). For Phase II (approximately 62 units), the Township shall provide \$700,000 as detailed in Section 4(i). And in light of the twelve (12) more affordable units that FSHD is assuming for Phase II, the Township shall provide an additional \$400,000, as detailed in Sections 4(m) and 4(n).

q. Upon payment of trust fund grants to FSHD as described in Sections 4(m) and 4(n), the Township's trust fund obligations to FSHD for the FSHD Project, Phase I and II, shall terminate.

## **5 Public Water Facilities.**

a. The Parties acknowledge that Aqua New Jersey ("*Aqua*"), in its capacity as designated holder of water franchise rights in the Township, is responsible for the provision of public water facilities along Route 322 in Woolwich Township ("*Route 322 Corridor*"). The Parties further acknowledge, that, in such capacity, Aqua will be responsible, at its sole cost and expense, for the design, permitting, construction and extension of public water facilities between

Locke Avenue and Pancoast Road, following the same route as the sewer gravity line referenced below and shown on the water plan attached as **Exhibit M**. The Township and Aqua intend to enter into a Water/Sewer Infrastructure Lease and Purchases Agreement substantially in the form attached hereto as **Exhibit N** ("*Aqua Agreement*"). Among other things, the Aqua Agreement provides that the Township will cause the installation of the Sewer Infrastructure (hereinafter defined) and that Aqua will install water facilities including, but not limited to a pipeline, booster station and a regional water tank that will provide for fire suppression needs of the Developer's Properties and to serve Developer's Overall Development and the FSHD Development (collectively, the "*Water Infrastructure*"). None of the Parties to this Settlement Agreement shall be responsible to pay or contribute to the cost of design or construction of the public Water Infrastructure.

**b.** In furtherance of the completion of said Water Infrastructure, the Township shall support any application necessary for Aqua to undertake and complete same.

**c.** With prior notice to, and coordination with Aqua, Developer shall be responsible for the installation of all on-site water service to serve proposed buildings within the Overall Development.

**d.** With prior notice to, and coordination with Aqua, FSHD shall be responsible for the installation of all on-site water service to serve proposed buildings within the FSHD Project.

**e.** Based upon the Township's discussions with Aqua, the Township anticipates that the construction of the Water Infrastructure will commence in the spring of 2021 (i.e., in May-June); provided, however that no assurances are given as to the actual commencement date. The Township shall take reasonable measures to assist Aqua in obtaining all necessary



permits and approvals for the Water Infrastructure by approximately April 1, 2021, subject to force majeure only due to weather, and will provide, on a quarterly basis, written progress reports to Developer, FSHD, and the Court on the status, scheduling, and plan for water permits, design, and construction timeline.

f. For purposes of this Agreement Aqua shall be deemed to have “Commenced Construction of the Water Infrastructure” when all of the following have occurred:

i. Aqua and the Township have executed a binding agreement, i.e., the Aqua Agreement, that obligates Aqua to construct the Water Infrastructure in accordance with this Agreement, at Aqua’s sole cost and expense, and to provide public water service to the 322 Corridor, including the Developer Properties and FSHD Dedicated Land.

ii. Aqua has obtained all permits and approvals from all governmental agencies that have jurisdiction over Aqua and its ability to construct the Water infrastructure and to supply public water service to the 322 Corridor, including the Developer Properties and FSHD Dedicated Lands.

iii. Aqua or the Township have obtained all easements required for Aqua to construct the Water Infrastructure.

iv. Aqua has entered into a binding contract with a contractor or contractors to install the Water infrastructure; (“*Water Contractor*”)

v. Aqua has given the Water Contractor the required notice to proceed with the construction of the Water Infrastructure;

vi. The Water Contractor has mobilized at a point or points of construction of the Water Infrastructure and has delivered all of the equipment and supplies needed



to for the Water Contractor to proceed continuously with the construction of the Water Infrastructure; and

vii. The Water Contractor has commenced actual construction of the Water Infrastructure.

**6 Public Sanitary Sewer Facilities.**

a. On May 31, 2019, the Gloucester County Utilities Authority (“*GCUA*”) issued a “will serve” letter to provide sanitary sewer conveyance and wastewater treatment capacity to the Township (**Exhibit O**). On May 8, 2020 the Township, the GCUA, the Gloucester County Improvement Authority (“*GCIA*”), and the Borough of Swedesboro entered into a Memorandum of Understanding (“*MOU*”), a copy of which is attached hereto as **Exhibit P** in which: (i) the Township acknowledged that it was constructing a gravity sewer system to service the Route 322 Corridor, a pump station at Locke Avenue and Route 322 (“*Woolwich Pump Station*”) and a force main from the Woolwich Pump Station to the intersection of Route 322 and Garwin Road, at which point the said force main will connect to the “*Mantua Main*”, and (ii) the Township and GCIA jointly agreed to install and pay for the cost, of the design, permitting, construction and installation of the Mantua Main from Garwin Road and Kings Highway to a connection point in the GCUA’s Edward’s Run Interceptor prior to the GCUA Mantua Creek Pump Station, all as depicted on **Exhibit Q**. (“*Sewer Infrastructure*”). The Sewer Infrastructure will serve the Township’s Regional Center (which includes Developer’s Properties and FSHD Dedicated Land). In the MOU the GCUA agreed to accept and treat the sewage generated by the Township’s Regional Center. October 17, 2017 the Township and Precision Land Development, LLC (“*Precision*”) entered into a Redevelopment Agreement (“*Redevelopment Agreement*”) in which Precision agreed to design and install the Sewer Infrastructure. The Redevelopment



Agreement was amended on November 19, 2018 by First Amendment To Redevelopment Agreement, and shall be further amended by the Township and Precision by a Second Amendment to Redevelopment Agreement. Copies of the Redevelopment Agreement, the First Amendment to the Redevelopment Agreement and draft Second Amendment to the Redevelopment Agreement are attached hereto and collectively marked as **Exhibit R**.

b. The sewage generated by the development on the FSHD Dedicated Land and the sewage generated by the Woolwich Residential Development will be conveyed by gravity, or by force main, (whichever is appropriate) to the gravity sewer line that the Developer will install at its cost ("**Developer's Gravity Line**") from a point to be determined by the Developer along Kings Highway to the intersection of Kings Highway and Route 322 where the Developer will connect the Developer's Gravity Line to the gravity sewer line that the Township will install as part of the Sewer Infrastructure, which gravity sewer line will convey sewage westerly to the Township Pump Station at Route 322 and Locke Avenue so that it can be pumped to the Mantua Pump Station for conveyance to the GCUA's sewage treatment plant. Developer, as part of Developer's Gravity Line, and at its sole cost, shall install a manhole and stub on Kings Highway at the Woolwich Residential Parcel and as close as feasible to the FSHD Project so that the FSHD Project is not required to cross Kings Highway in order to permit the FSHD Project to connect into the stub at the manhole to provide sewer service to the FSHD Project. Attached as **Exhibit T** is a marked-up aerial photograph which depicts the construction of Developer's Gravity Line from the point along Kings Highway to be determined by the Developer to the intersection of Kings Highway and Route 322. It shall be FSHD's obligation to install the gravity sewer line or force main (whichever is appropriate) from FSHD's development on the FSHD Dedicated Land to a stub at the manhole described above. The Developer shall not be required to install the Developer's



Gravity Sewer Line until (i) the Township has “Commenced Construction of the Sewer Infrastructure” (as defined in this section 6), (ii) Aqua has “Commenced Construction of the Water Infrastructure” (as defined in Section 5 above), (iii) Judge Becker has approved the Settlement Agreement at a duly convened Fairness Hearing, (iv) the appeal period on Judge Becker’s approval of the Settlement Agreement has expired with no appeal having been filed, (v) the Township has adopted the Redevelopment Plan, and (vi) the appeal period has expired without any appeal of the adoption of the Redevelopment Plan having been filed. Promptly thereafter the Developer shall direct its civil engineers to prepare the construction plans for the installation of the Developer’s Gravity Line and to process and obtain all permits and approvals required for the installation of the Developer’s Gravity Sewer Line, and the connection of the Developer’s Gravity Sewer Line to the Township’s gravity sewer line at, or near the intersection of Route 322 and Kings Highway. Promptly after receipt of all of the permits and approvals required to install and connect the Developer’s Gravity Sewer Line, as aforesaid, the Developer shall install the Developer’s Gravity Sewer Line in a commercially reasonable manner. When Developer constructs the Developer’s Gravity Line Developer shall be free to recapture its expenses from any third parties (other than FSHD) that connect to the Developer’s Gravity Sewer Line (“*Recapture Payments*”) pursuant to an agreement between Developer and the Township in accordance with the law (“*Recapture Agreement*”). The Recapture Agreement shall require that the Township not permit any third-parties to connect to the Developer’s Gravity Sewer Line until such third-party makes the Recapture Payment to Developer.

c. The Township has informed the Developer that:

i It has obtained all of the permits and approvals from all government agencies having jurisdiction over the construction and use of the part of the Sewer Infrastructure



located in the Township to proceed with the construction and use of the part of the Sewer Infrastructure located in the Township and that the said permits and approvals for the portion of the Mantua Main located outside of the Township are being pursued;

ii It has authorized the issuance and sale of its bonds to raise the funds necessary to pay its share of the cost of the Sewer Infrastructure and that as funds are needed the Township will sell such bonds so that the funds will be available to the Township to pay for the construction of the Sewer Infrastructure;

iii On March – 2021 it issued a notice to proceed with the construction of the Sewer Infrastructure to Precision, a copy of which is attached hereto as **Exhibit “U”**.

c. For purposes of this Agreement the Township shall be deemed to have “Commenced Construction of the “Sewer Infrastructure” when all of the permits and approvals required to construct and use the Mantua Main have been obtained and Precision has mobilized and started construction of the Sewer Infrastructure.

d. The Developer shall be required to pay its proportionate share of cost of the Sewer Infrastructure within the sewer service area for the Township’s Regional Center through payment of connection fees calculated in accordance with N.J.S.A. 40:14B-1, et. seq. and N.J.S.A. 40:14A-1, et seq. The Developer’s sole financial obligation with respect to the provision of sanitary sewer service to Developer’s Properties shall be as provided in the immediately preceding sentence. No special assessment shall be imposed against any of the Developer’s Properties with respect to Sewer Infrastructure.

e. When the Precision has installed the sewer infrastructure from Locke Avenue to approximately 1,200 feet west of Pancoast Road the Developer will coordinate with the Precision and shall install approximately 1,200 linear feet of the Township’s Sewer Infrastructure on



Developer's Properties to serve Developer's Properties ("***Additional Sewer Line***"), in the location depicted on the Sewer Sketch Plan and Sewer Profile attached hereto as **Exhibit "S"** When Developer constructs the Additional Sewer Line, Developer shall thereafter dedicate the Additional Sewer Line to the Township, and the Township, or its successor or assigns, shall be required to maintain the Additional Sewer Line as part of the Sewer Infrastructure at its sole cost and expense. Developer shall grant and record all easements necessary for the Township to maintain the portion of the Additional Sewer Line located on Developer's Properties within the easement area, which easement area shall include any Aqua easement for water. It is understood and agreed by the Developer and the Township that the Additional Sewer Line installed by Developer shall connect directly to the Township gravity line. Developer and FSHD will not connect to the Mantua Main on Kings Highway.

f. When Developer constructs the Additional Sewer Line provided for in subparagraph e, then Developer shall be free to recapture its expenses from any third parties that connect to the Additional Sewer Line ("***Recapture Payments***") pursuant to an agreement between Developer and the Township in accordance with the law ("***Recapture Agreement***"). The Recapture Agreement shall require that the Township not permit any third-parties to connect to the Additional Sewer Line until such third-party makes the Recapture Payment to Developer.

g. Developer previously purchased and reserved 200 equivalent dwellings units (EDUs) of sewer capacity from the LTMUA, at a cost of approximately \$1,330,000.00. When sanitary sewer service to the GCUA sewer treatment plant (treatment and conveyance) and water service (Water Infrastructure) are available for the Overall Development, Developer shall assign to the Township, at no cost to the Township, 100 EDUs of its purchased capacity in the LTMUA treatment plant and shall execute the consents and other documents necessary to assign said 100



EDUs to the Township. The Township shall be free to sell those 100 EDUs to any person or entity connecting to the LTMUA system.

h. Based upon its issuance of the Notice to Proceed to Precision the Township anticipates that the construction of the Sewer Infrastructure will be completed so that sanitary sewer conveyance and treatment capacity at the GCUA treatment plant is available for the Route 322 Corridor (including the Developer's Properties and FSHD Dedicated Land) by approximately March 1, 2022. Notwithstanding the foregoing sentence with regard to anticipated dates of commencement and completion of construction of Sewer Infrastructure, construction shall commence (and shall be completed) as soon as practicable, it being understood and agreed that the Township's construction schedule is dependent upon, among other things, the occurrence (or non-occurrence) of any "force majeure events" (as described below), the coordination of the Sewer Infrastructure with the GCIA and the GCUA, and the obtaining of permits and related approvals to complete same. "Force majeure events" shall be defined as (a) an act of God, blizzards, hurricane, tornado, earthquake, acts of public enemy, war (whether or not declared), terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence that materially interferes with the construction of the Sewer Infrastructure, but not including reasonably anticipated weather conditions (not listed above) for the geographic area of the Sewer Infrastructure, (b) a landslide, fire, explosion, flood or release of nuclear radiation not created by an act or omission of the Township that materially interferes with the construction of the Sewer Infrastructure, (c) the order, judgment, action or inaction and/or determination of any governmental authority (other than the Township) with jurisdiction within the Township, excepting decisions interpreting federal, State and local tax laws generally applicable to all business taxpayers, that materially interferes with the construction of the Sewer Infrastructure;

provided, however, such order, judgment, action and/or determination shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon and that neither the contesting of any such order, judgments, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party, (d) the suspension, interruption, denial or failure of or delay in renewal or issuance of any other governmental approval necessary to complete the Sewer Infrastructure provided, however, such suspension, interruption, denial or failure of or delay in renewal or issuance shall not be the result of the willful, intentional or negligent action or inaction of the party relying thereon and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party, (e) the continuation or new outbreak of any health emergency (including, but not limited to COVID-19) that materially interferes with the construction of the Sewer Infrastructure (by reason of labor availability, or the availability of equipment, materials or supplies), or (f) strikes, lockouts, slowdowns, labor unrest, or similar labor action by trade unions or any of their members, equipment manufacturers, suppliers of material and/or transporters of same that materially interfere with the construction of the Sewer Infrastructure. Notwithstanding the above, to be a “force majeure event” listed above, such event is required to physically delay the Township's, and the GCIA's or their respective agents or assigns, ability to complete the Sewer Infrastructure, in which case, construction of the Sewer Infrastructure shall be excused for the period of such delay. Force majeure events only toll completion of the Sewer Infrastructure; it does not excuse completion of the Sewer Infrastructure. After the delay from the force majeure event is over, the Township shall proceed in an expeditious manner to complete the construction of the

Sewer Infrastructure. In the event of any delay that lasts more than two weeks due to a “force majeure event,” the Township shall provide written notice to the Developer informing Developer of the force majeure event delay and any adjustments to the anticipated completion date.

i. The Township will provide Developer and FSHD with enough sewer conveyance and treatment capacity to serve the full buildout of the Overall Development as well as the FSHD Project, and that there will be no design changes to the Sewer Infrastructure that negatively impact Developer’s or FSHD’s projects contemplated herein.

**7 Community Facilities and Recreation Fee.**

a. Developer agrees, as a condition of any site plan and subdivision approval for the Woolwich Residential Development, to subdivide and gift / donate 12 acres to the Township for open space/public recreation as shown on the Woolwich Residential Concept Plan attached as **Exhibit C (“Public Space Lot”)**. The Public Space Lot will be shown on a subdivision plat and will be conveyed to the Township simultaneously with the recording of such final subdivision plat for the Woolwich Residential Development (not for a subdivision for the FSHD Dedicated Lands, which shall be conveyed separately) via a deed from Developer to the Township, which shall include a deed restriction that the Public Space Lot can only be used for open space or public recreation and may only be owned by the Township. The deed restriction shall further provide that upon development of the Public Space Lot, a 50 ft. landscaped buffer and berm, which may only include a multi-use trail and associated lighting standards, not to exceed 15 ft. in height, shall be provided. The deed restriction shall also prohibit sports lighting within 100 ft. of the perimeter of the Public Space Lot and contiguous residential parcels, except for the area abutting the train tracks. The height of the sports lights shall be limited to 75 ft. and shall only be LED lights.



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

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

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

a. The Township and Developer shall cooperate in securing Redevelopment Area Bonds for the NJDOT/NJTA Improvements as provided for in Section 10(e) herein.

b. Other than Developer’s responsibilities for the NJDOT/NJTA Improvements provided for in this Section, Developer shall not be required to pay or contribute financially for, or construct, any other off-site road improvements under Township Ordinances or the Township’s Master Plan in connection with the development of the Regional Center.

**9 PILOT and RABs.**

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



designation dated October 20, 2014 pursuant to Resolution 2014-217; and April 17, 2017 pursuant to Resolution 2017-120.

**b.** Developer asserts, and the Township accepts, that the significant on-site costs and improvements for the Overall Development otherwise merit one or more long-term tax exemptions upon the improvements to be constructed and corresponding payments in lieu of taxes (“*PILOT*”) for the non-residential components of the Overall Development pursuant to and in accordance with the Long Term Tax Exemption Law, N.J.S.A. 40A-20.1 (“*LTTE Law*”).

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

**d.** In accordance with the LTTE Law, Developer is permitted to seek from the Township an exemption from taxes upon the improvements to be constructed and PILOTs thereon for each separate non-residential component of the Overall Development. Nothing shall preclude the Developer from seeking multiple PILOTs within a single development if that development is to be constructed in phases, but in each in accordance with the LTTE. Upon adoption of a Redevelopment Plan, in connection with the non-residential components of the Developer’s Overall Development, Developer shall be permitted to submit an application(s) seeking an exemption from taxation for the improvements to be constructed and the payment of a PILOT. The PILOT application(s) shall include the approval, execution and delivery of one of more





financial agreements to memorialize the terms and provisions of said tax exemption and PILOT (also known as a “*Financial Agreement*”) under the LTTE Law (such application being referred to herein as a “*PILOT Application*”). Each such tax-exemption and corresponding PILOT shall, subject to review and approval by the governing body of the Township in accordance with the LTTE, having a term of not less than 30 years (or 35 years if in phases), or in such other amount as shall then be prescribed by the LTTE then in effect. Provided that Developer’s PILOT Application(s) complies with the requirements of the LTTE Law, the Township shall agree to enter into such Financial Agreement(s) with such terms as shall be reasonably acceptable to the Township and the Developer and in accordance with this Section 10.d.

e. In connection with one or more Financial Agreements contemplated in Section 9.d herein, the Township, upon proper application therefor by the Developer, agrees to issue "Redevelopment Area Bonds" (“*RAB*”) pursuant to and in accordance with the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. (“*RAB Law*”) to pay for the cost of the required NJDOT / NJTA Improvements, as well improvements Township and County roads to tie into the required NJDOT / NJTA Improvements. Any RABs issued by the Township on behalf of the Developer shall be on a non-recourse basis to the Township it being understood and agreed that the Township shall not provide its credit, general obligation pledge or ability to levy taxes for the repayment of said RABs. Instead, it is understood and agreed that the repayment of the RABs shall be limited to the PILOT specifically associated with said RABs, any other security pledged to the payment thereof by the Developer, including, but not limited to credit enhancement provided for or on behalf of the Developer by a third-party surety, or as otherwise set forth in the Financial Agreement and the loan and security documents related to said RABs, in each case in accordance with the RAB Law. In accordance with the RAB Law, a portion or all of

the annual service charge paid by Developer under the Financial Agreement securing any series of RABs shall be utilized by the Township to pay for the principal of and interest on the associated RABs. Any and all RABs issued by the Township shall be authorized and approved as provided by the applicable provisions of the RAB Law and other applicable law.

**10 RCA Reimbursement.** Developer agrees to reimburse the Township 50% of the cost of the RCA under the Original Settlement Agreement. The total cost of the RCA was \$1,365,000 (39 affordable units at a cost of \$35,000 per unit); therefore, Developer will reimburse the Township \$682,500 for the RCA ("**RCA Payment**"). The RCA Payments will be made on a pro rata basis for each of the 810 market-rate units in the Woolwich Residential Development (\$842.59 per market rate unit), which will be due and payable upon issuance of a building permit for each market-rate unit. If, at the time Developer secures its last site plan approval for the Woolwich Residential Development, the Township has not been paid in full, the per-unit rate shall be adjusted on a pro-rata basis for the final phase, but in no circumstances will the total payments be less than \$682,500.

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

a. **DJ Action.** In connection with the DJ Action, the Court Order approving this Settlement Agreement shall confirm that each party, following the 20-day interlocutory appeal period with no interlocutory appeal having been filed, is withdrawing all pending motions in the DJ Action and that, following the Township adopting the Redevelopment Plan with the



45-day appeal period having expired with no appeal filed (or if any appeal is filed, until such appeal is fully adjudicated), the Township and Developer are waiving any claims that may have accrued prior to entry of the Fairness Order approving this Agreement. In particular, Developer's Motion for Reconsideration on the issue of immunity shall be withdrawn, and the Township's cross-motion seeking payment of damages for an alleged violation of immunity shall be withdrawn.

b. Pending Township Litigation & GDP Applications. The Parties agree that the current stay of PW #2 and PW # 3 and Developer's pending GDP applications for the Properties shall remain in effect while the Parties implement the terms of this Settlement Agreement. Upon the Court approval of this Settlement Agreement (with no interlocutory appeals having been filed or, if an interlocutory appeal having been filed, such interlocutory appeal being fully adjudicated) and the Township adopting the Redevelopment Plan with the 45-day appeal period having expired with no appeal filed (or if any appeal is filed, until such appeal is fully adjudicated), Developer shall dismiss all pending litigation against the Township and JLUB with prejudice and shall withdraw its pending applications before the JLUB for GDP#1 and GDP#2.

c. Pending ShopRite Litigation. Developer currently has a pending lawsuit against the Township, JLUB, and Somerset Woolwich Urban Renewal (Docket No. GLO-L-11-19; A-1108-19 and A-1128-19) ("*ShopRite PILOT Litigation*"). Developer agrees to execute a stipulation of dismissal dismissing the ShopRite PILOT Litigation simultaneously with all of the following occurring at the same time: (1) all of the parties to this Settlement Agreement have signed this Settlement Agreement, (2) the Woolwich Township Committee has approved, and authorized via resolution, execution this Settlement Agreement at a duly convened public meeting, and (3) Developer, the Township, Somerset Woolwich Urban Renewal, and its affiliated entities



Zallie and Summit Ventures, LLC, shall enter into a separate agreement, attached as **Exhibit V** (“*ShopRite Agreement*”), providing that neither Summit Ventures, LLC nor any Zallie operator, affiliate or representative acting on its behalf will object to or appeal any development approvals or permits for any of the Developer’s Properties, the zoning or Redevelopment Plan contemplated herein or the Financial Agreement(s) and RABs contemplated herein. The intent being that the execution of the stipulation of dismissal of the ShopRite PILOT Litigation, the execution of this Settlement Agreement, and the execution of the ShopRite Agreement shall occur at the same time.

**12 Court Approval of Agreement Required / Developer Obligations.** The parties acknowledge that this Settlement Agreement requires Court approval following a Fairness Hearing as contemplated by *Mount Laurel* jurisprudence. No obligation for any party is triggered until the Court approves this Settlement Agreement following a duly noticed Fairness Hearing with any interlocutory appeal period having expired with no appeal having been filed or if an interlocutory appeal is filed, such appeal having been fully adjudicated. This is not meant to modify or change any additional trigger for an obligation as prescribed herein.

**a.** Notwithstanding anything to the contrary herein, except for Developer withdrawing its motion in the DJ Action pursuant to Section 11(a) and the dismissal of the ShopRite Litigation pursuant to Section 11(c), Developer is not required to perform any of its obligations under this Agreement until all three of the following having occurred: (i) the Commencement of the Sewer Infrastructure as defined in Section 6, (ii) the Commencement of the Water Infrastructure as defined in Section 5, and (iii) the Township adopting the Redevelopment Plan pursuant to Sections 3 and 9, with the appeal period having expired, or if an appeal is filed, such appeal having been fully adjudicated with the Redevelopment Plan having been upheld by the court.

**13 Release of Claims.** Provided each party fulfills its obligations under this Settlement Agreement, Developer, the Township and JLUB hereby release each other, as well as the Township's elected officials, staff, professionals, its JLUB, and any other Township-related committees, from all claims, whether known or unknown, as of the date of this Settlement Agreement in connection with the Township's Third Round affordable housing obligation and Developer's Overall Development, except nothing herein shall preclude (a) any other cause of action created by Developer's actions or inactions in connection with the Overall Development occurring after court-approval of this Agreement; or (b) the Developer from challenging any denial, or approval with conditions, by the Township or JLUB in connection with any of its development applications or approvals or other future municipal action or inaction in connection with the Overall Development occurring after court-approval of this Agreement.

**14 Obligation to Cooperate.**

**a.** Upon court approval of this Settlement Agreement, Developer shall support and, to the extent necessary, defend the Township's Fair Share Plan prior to and during a duly-noticed Compliance Hearing, unless the Fair Share Plan is inconsistent with the terms of this Settlement Agreement. Nothing herein shall be construed as Developer agreeing to take primary responsibility for defending any challenge to the Township's Fair Share Plan or to reimburse the Township for any cost incurred in defense of its Fair Share Plan.

**b.** Developer and the Township shall diligently oppose and defend any formal, written objection or legal challenge to any aspect of this Settlement Agreement. In the event of any legal challenge to Developer's approvals or permits for the Overall Development or to the Redevelopment Plan or any ordinance associated with the Overall Development, including, but

not limited to the PILOT and RABs, the Developer and the Township (and JLUB as appropriate) shall diligently defend such legal challenge and cooperate with each other regarding said defense.

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

d. Following Developer’s submission of the various development applications for the Overall Development, the JLUB shall expedite the processing of Developer’s development applications and shall do so within the time limits imposed by the MLUL. In the event of any appeal of the Court approval of this Settlement Agreement, the JLUB shall process and take action on any development applications filed by Developer for the Properties, which decision may be conditioned upon the outcome of any pending appeal. The JLUB shall also consider, but not unreasonably deny, any requests by Developer for the scheduling of special meetings to process Developer’s applications, provided that Developer shall be responsible for such reasonable costs as the Township and/or JLUB may incur in conjunction with such meetings.

e. The Parties recognize that, following court approval of this Settlement Agreement, the Parties are bound to perform their respective obligations herein, regardless of whether the Township receives a Final Round 3 Judgment of Compliance.



**15** **Conformance with Law.** Nothing herein shall be construed to authorize any party to violate the procedural or substantive provisions established by law, including, but not limited to, the MLUL, LRHL, LTTE Law, and / or RAB Law.

**16** **Violation and Default.** In the event that any Party fails to perform any mandatory terms set forth in this Settlement Agreement, and unless such obligation is waived in writing by the Party or Parties for whose benefit such obligation was intended, such failure to perform shall constitute a default under this Settlement Agreement. In the event of any default the non-defaulting Party shall have available all rights and remedies available in law or equity, including, but not limited to the right of specific performance and/or the right to bring a motion in aid of litigant's rights. Prior to such proceedings, there shall be an opportunity to cure said alleged default as follows: (i) the benefited Party shall notify the defaulting Party in writing, specifying the nature of the default; (ii) upon receipt of such written notice, the defaulting Party shall thereafter have thirty (30) days to effect a cure or, if such cure cannot reasonably be achieved within thirty (30) days notwithstanding all reasonable diligence, such reasonable time needed to cure the default; and (iii) the benefited Party shall promptly notify the defaulting party of either its acceptance of the proposed cure, or its election to seek judicial remedies.

**17** **Effective Date.** The effective date of this Settlement Agreement shall be the date upon which the last of the Parties to execute this Settlement Agreement has executed and delivered this Agreement, subject to the Settlement Agreement being approved by the Court at a duly-noticed Fairness Hearing. This Settlement Agreement may be executed in Counter Parts.

**18** **Severability.** The material provisions of this Settlement Agreement are not severable. However, if any material provision of this Agreement shall be fully adjudged by a court (including all appeals) to be invalid, illegal, or unenforceable in any respect, the entire Settlement

Agreement becomes invalid, illegal, or unenforceable and the respective positions of the Parties shall be returned to the status quo ante.

**19**    **Notices.**

**a.**    **Third-Party Actions.** The Parties and their respective counsel agree to immediately provide each other with notice of any lawsuits, actions, or governmental proceedings, threatened or pending, which the Parties may reasonably believe could impact Developer's and/or FSHD's Project or the Township's Final Round 3 Judgment of Compliance and Repose.

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

To Developers:        Woolwich Commons, LLC  
                              Woolwich Crossings LLC  
                              Main Street at Woolwich, LLC  
                              Woolwich Residential, LLC  
                              c/o The Wolfson Group  
                              120 W. Germantown Pike, #120  
                              Plymouth Meeting, PA 19462  
                              Attn: Steven Wolfson  
                              wolfson@wolfsongroupinc.com

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



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

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

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

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

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

To FSHC Bassam Gergi, Esquire  
Fair Share Housing Center  
510 Park Blvd.  
Cherry Hill, NJ 08022  
bassamgergi@fairsharehousing.org

**20** Waiver. Each of the Parties waives all rights to challenge the validity and enforceability of this Settlement Agreement. Failure to enforce provisions or obligations in this Agreement by any Party shall not be construed as a waiver of these provisions and obligations. Nothing in this Settlement Agreement, however, shall be construed as a waiver by Developer of



any claims it may have against Woolwich Adult, the original plaintiff in the Builder's Remedy Lawsuit and an original party to the Original Settlement Agreement.

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

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

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



this Settlement Agreement. Developer shall provide the Township with a Notice of Intent to Sell or Assign one or more phases or sections of the Overall Development at least ninety (90) days before such action. Moreover, the Township and the JLUB shall not be permitted to withhold development plan reviews or the issuance of building permits or certificates of occupancy for one component of the Overall Development based upon any delay with another component of the Overall Development.

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

**27. Signatures.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by .pdf file and upon such delivery the .pdf signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

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

MAIN STREET AT WOOLWICH, LLC  
By: WV Main Street Woolwich GP, LLC

By: \_\_\_\_\_  
Steven B. Wolfson, Member

WOOLWICH COMMONS, LLC  
By: WV Woolwich Commons GP, LLC

By: \_\_\_\_\_  
Steven B. Wolfson, Member

WOOLWICH CROSSINGS, LLC  
WV Woolwich Crossings GP, LLC

By:   
Steven B. Wolfson, Member

WOOLWICH RESIDENTIAL, LLC  
WGW Residential GP, LLC

By:   
Steven B. Wolfson, Member

TOWNSHIP OF WOOLWICH

ATTEST:   
JANE DiBELLA, TP. CLERK

By:   
VERNON MARINO, MAYOR

JOINT LAND USE BOARD OF THE  
TOWNSHIP OF WOOLWICH

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

FAIR SHARE HOUSING DEVELOPMENT

By: \_\_\_\_\_  
Peter O'Connor

FAIR SHARE HOUSING CENTER

By: \_\_\_\_\_  
Adam Gordon, Esq.

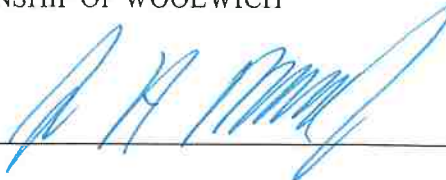


JOINT LAND USE BOARD OF THE  
TOWNSHIP OF WOOLWICH

ATTEST:



By:



FAIR SHARE HOUSING DEVELOPMENT

By:



Peter O'Connor

FAIR SHARE HOUSING CENTER

By:



Adam Gordon, Esq.

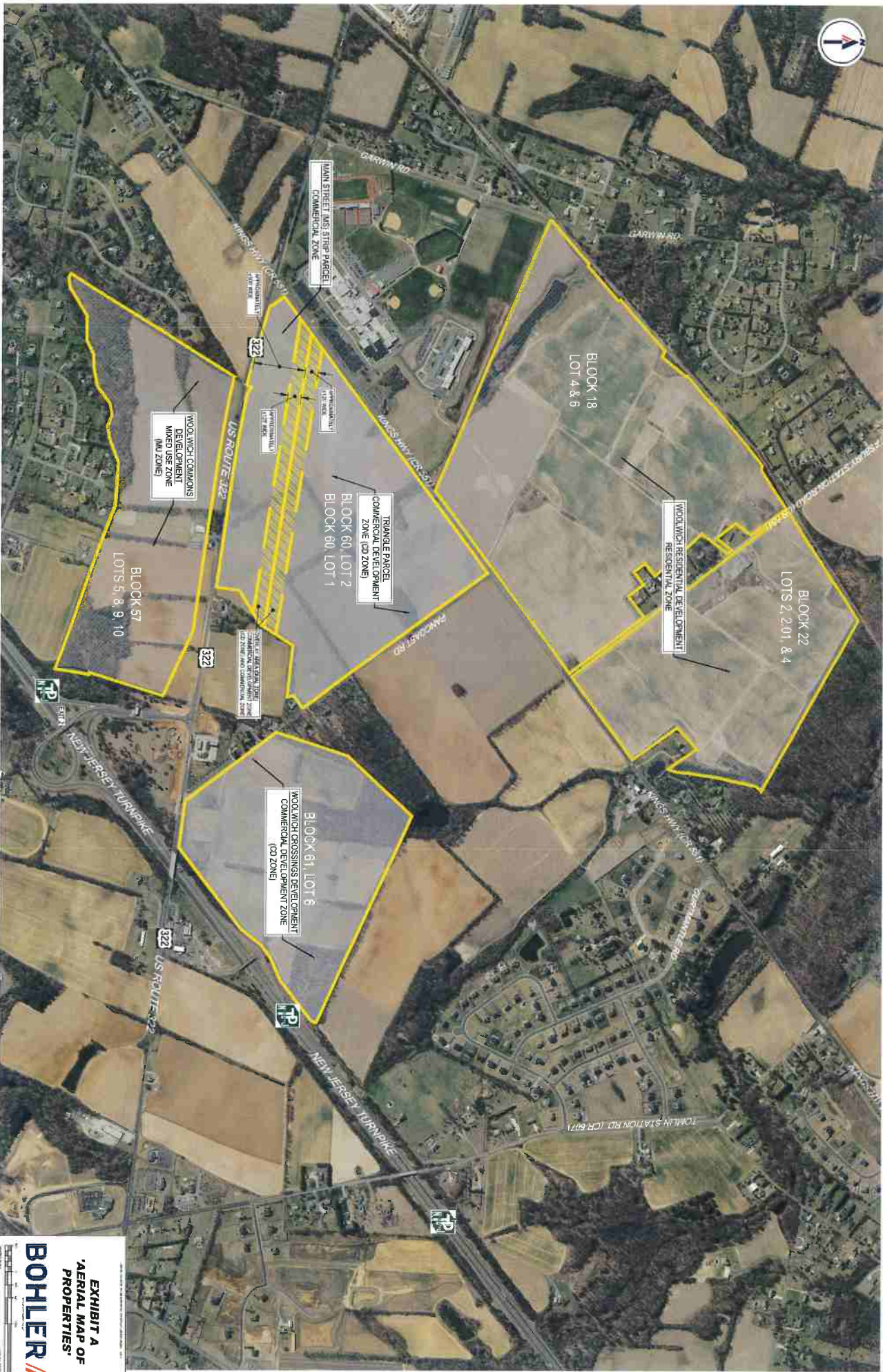
Exhibit List

- Exhibit A. Aerial Map of Properties**
- Exhibit B. Overall Development Concept Plan**
- Exhibit C. Woolwich Residential Concept Plan**
- Exhibit D. Residential Zone Standards**
- Exhibit E. Triangle Parcel/MS Strip Parcel Map.**
- Exhibit F. Township's Existing CD Zone in Kings Landing Redevelopment Plan**
- Exhibit F.1 New CD Zone with additional permitted use**
- Exhibit G. Triangle Development Concept Plan**
- Exhibit G.1 Triangle Development Concept Plan alternative**
- Exhibit H. Woolwich Crossings Concept Plan**
- Exhibit I. Woolwich Commons Concept Plan**
- Exhibit J. MU Zone Standards**
- Exhibit K. Commercial Zone Standards**
- Exhibit L. Overlay Area Between Triangle Parcel and MS Strip Parcel**
- Exhibit M. Aqua Water Infrastructure Plan**
- Exhibit N. Aqua Water Agreement with the Township**
- Exhibit O. GCUA "Will Serve" Letter**
- Exhibit P. MOU between Township, Swedesboro, GCUA and GCIA**
- Exhibit Q. Sewer Infrastructure Plan**
- Exhibit R. Precision Redevelopment Agreement & Amendment**
- Exhibit S. Sewer Sketch Plan and Sewer Profile**
- Exhibit T. Developer Gravity Line Plan for FSHD**
- Exhibit U. Township Notice to Proceed**
- Exhibit V. ShopRite Agreement**



**Exhibit A**  
**Aerial Map of Properties**





**BOHLER** //  
 EXHIBIT A  
 'AERIAL MAP OF  
 PROPERTIES'

**Exhibit B**  
**Overall Development Concept Plan**



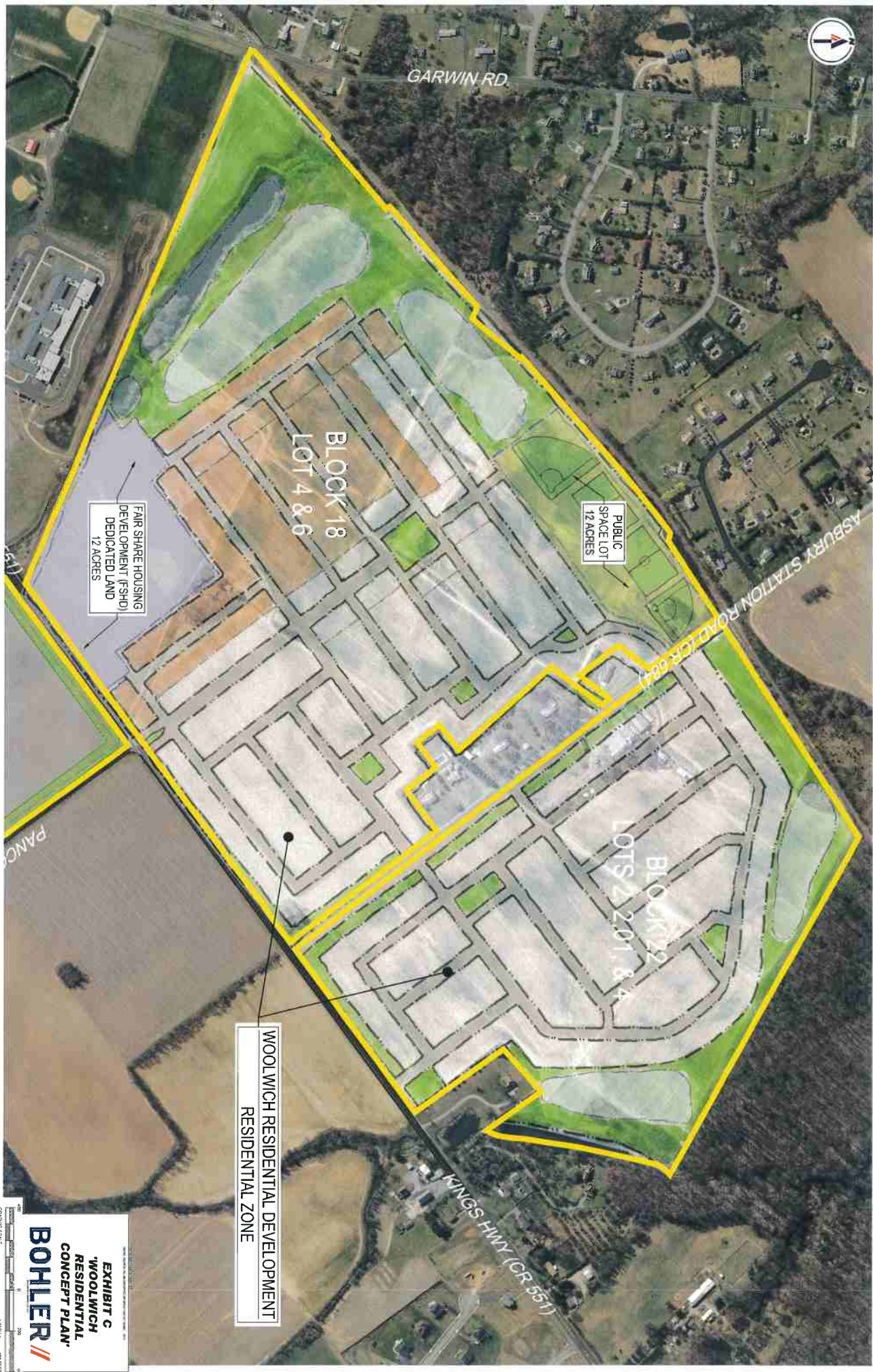




**Exhibit C**  
**Woolwich Residential Concept Plan**



GARWIN RD



FAIR SHARE HOUSING DEVELOPMENT (FSD) DEDICATED LAND 12 ACRES

PUBLIC SPACE LOT 12 ACRES

BLOCK 18 LOT 4 & 6

BLOCK 22 LOTS 2, 2.01, & 4

WOOLWICH RESIDENTIAL DEVELOPMENT RESIDENTIAL ZONE

EXHIBIT C  
WOOLWICH  
RESIDENTIAL  
CONCEPT PLAN

**BOHLER** //

GRAPHIC SCALE  
1 INCH = 400 FEET

**Exhibit D**  
**Residential Zone Standards**

## RESIDENTIAL ZONE

### **Section 1. Regulations Governing the Residential Zone (RZ)**

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

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

(1) Minimum tract area 10 acres.

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

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

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

(5) Perimeter setbacks. All dwellings within a residential development shall be set back 20 feet from all perimeter property lines and/or the existing street rights-of-way of Kings Highway and Asbury Station Road, except that all multifamily buildings shall be set back at least 25 feet from the existing street rights-of-way of Kings Highway and Asbury Station Road.

(6) Phasing. If development of the tract is proposed in multiple phases, a phasing plan shall be provided. The phasing plan shall identify the portions of the tract proposed 1 for preliminary and final site plan approval as well as any phases reserved for future development. A concept plan for the entire tract, depicting both proposed first phase development and illustrating one or more scenarios for potential future phases, shall be provided. Appropriate cross-access easements for vehicular and pedestrian circulation shall be applied in the event of further subdivision.

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

**C. Permitted Principal Uses**

- (a) Multifamily dwellings
- (b) Twins.
- (c) Townhomes.
- (d) Single-family detached dwellings.
- (e) Duplex, triplex;
- (f) Zero-lot line dwellings (single-family detached dwellings with one exterior wall built along the side yard property line without any setback).
- (g) Patio homes (single-family detached dwellings which have a patio easement extending to the exterior wall of the adjacent dwelling).
- (h) Independent senior living, assisted living facilities, continuing care retirement communities, nursing and/or convalescent care facilities.
- (i) Public transportation stations and shelters.
- (j) Utility facilities, including but not limited to telephone, water, sewer, electricity, and gas.
- (k) Township-operated public facilities.

**D. Permitted Accessory Uses**

- (1) Clubhouse or common amenity area, including, but not limited to: a fitness center; wellness center; swimming pool; leasing office; entertainment center; multi- 2 purpose rooms; meeting rooms; indoor or outdoor resident food and beverage area, including alcoholic beverages, and a business center. Said building or use shall be open only to the residents of the community and their guests and shall not be open to the public at large.
- (2) Driveways, parking lots, carports, detached garages.
- (3) Detached garages serving townhouse or multifamily dwelling units.

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

**E. Number of Residential Units**

- (1) Up to 900 residential units may be constructed within the RZ, provided that less or more residential units may be located within the RZ and/or the MUZ, as long as the total residential unit count between the two districts does not exceed 1,375 units. A total of 90 of the 1,375 residential units must be set aside for low- and moderate-income housing.
- (2) No transferable development rights (TDRs) shall be required to be purchased to develop the 1,375 units permitted in the RZ and MUZ and both parcels are exempt from the Township's TDR Ordinance.



(3) Each residential unit within Use C.(h) senior living facility that contains an individual sleeping area, bathroom and kitchen shall constitute a residential dwelling unit and shall count towards the total number of residential dwelling units permitted. Each residential unit within a senior living facility that contains an individual sleeping area and bathroom, but shares a kitchen with another residential unit shall count towards the total number of residential dwelling units permitted at a ratio of .50 independent living unit per dwelling unit.

**F. Area, Bulk and Dimensional Standards**

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

- (1) Single-family detached dwellings
  - (a) Minimum lot area: 5,000 square feet.
  - (b) Minimum lot width: 45 feet. For corner lot, 5 feet wider than adjacent lot.
  - (c) Minimum lot depth: 80 feet.
  - (d) Minimum yards.
    - i. Front yard: 10 feet.
    - ii. Side yard, each: 5 feet.
    - iii. Rear yard: 20 feet.
  - (e) Maximum building coverage: 60%
  - (f) Maximum impervious coverage: 70%.
  - (g) Maximum height: 45 feet; 3 stories.
- (2) Twins, Duplexes, Triplexes, Zero Lot Line Dwellings and Patio Homes.
  - (a) Minimum lot area: 3,000 square feet.
  - (b) Minimum lot width: 30 feet. For corner lot, 5 feet wider than adjacent lot.
  - (c) Minimum lot depth: 70 feet.
  - (d) Minimum yards.
    - i. Front yard: 10 feet, 18 feet to garage if front-loaded garage.
    - ii. Side yard: 0 feet to party wall; 5 feet to non-party wall.

- iii. Rear yard: 15 feet.
  - (e) Maximum building coverage: 70% of the entire development.
  - (f) Maximum impervious coverage: 85% of the entire development.
  - (g) Maximum height: 45 feet; 3 stories.
- (3) Townhomes.
- (a) Minimum lot area: 1,400 square feet.
  - (b) Minimum lot width: 18 feet. For corner lot, 5 feet wider than adjacent lot.
  - (c) Minimum lot depth: 60 feet.
  - (d) Minimum yards.
    - i. Front yard: 10 feet, 18 feet to garage if front-loaded.
    - ii. Side yard: 0 feet to party wall; 5 feet to non-party wall,
    - iii. Rear yard: 10 feet.
  - (e) Maximum building coverage: 75% of the entire development.
  - (f) Maximum impervious coverage: 85% of the entire development.
  - (g) Maximum height: 45 feet; 3 stories.
- (4) Multifamily Dwellings.
- (a) Minimum lot area: 10,000 square feet.
  - (b) Minimum lot width: 75 feet.
  - (c) Minimum lot depth: 100 feet.
  - (d) Minimum yards.
    - i. Front yard: 10 feet.
    - ii. Side yard, each: 10 feet.
    - iii. Rear yard: 15 feet.
  - (e) Minimum building separation: 20 feet.
  - (f) Maximum building coverage: 80% of the entire development.



- (g) Maximum impervious coverage: 90% of the entire development.
  - (h) Maximum height: 60 feet.
- (5) Accessory Structures.
- (a) Size. An accessory structure, other than an accessory clubhouse or detached garages associated with an apartment/condo complex, shall have a maximum footprint of 480 square feet.
  - (b) An accessory structure, other than an accessory clubhouse, shall have a maximum footprint of 750 square feet.
  - (c) Height. An accessory structure shall have a maximum height of 30 feet and be one-story with no second floor.
  - (d) Location. No accessory structure shall be located in a front yard. On a corner lot, an accessory structure shall be permitted to be located in the front yard area along the side street, provided that any such structure shall be no closer than 18 feet to the street line.
  - (e) Setbacks. An accessory structure not exceeding 100 square feet in area and not exceeding 10 feet in height shall be set back a minimum distance of three (3) feet from the side and rear lot lines. An accessory structure greater than 100 square feet in area shall be set back a minimum distance of five (5) feet from the side and rear lot lines. On all twin and townhome lots, an accessory structure used as a detached garage requires no minimum side yard setback on property lines where principal structures are attached.
- (6) All required setbacks from internal roads shall be measured from face of curb or edge of cartway.
- (7) Steps and a handicap ramp shall be permitted to project into the required minimum yards as may be necessary to provide for safe access pursuant to the Uniform Construction Code, but shall not be permitted to project beyond the lot line.
- (8) Non-enclosed single-story porches, stoops, balconies, canopies and overhangs may project into a required front yard setback or a required side yard setback but not closer than three (3) feet from any lot line.
- (9) Permitted Building Projections.
- (a) Non-enclosed porches, porticos, balconies, stoops and entrance platforms shall be permitted to project not more than eight (8) feet into a required yard setback or building separation distance.

- (b) Cornices, eaves, chimneys, gutters, downspouts, awnings, canopies, cantilevered roofs, uncovered balconies and bay windows shall be permitted to project not more than three (3) feet into any yard setback or building separation distance.
- (c) Window wells may project not more than five (5) feet into any yard setback or building separation distance.
- (d) Ramps and stairways leading to a porch, stoop or other building entrance may project into a yard setback or building separation distance without limitation, provided that the steps do not encroach upon the street right-of-way.
- (e) Awnings and canopies may extend from a building into the street right-of-way and may project over a sidewalk in the right-of-way, provided that such structure has a minimum vertical clearance of eight (8) feet and is set back a minimum of four (4) feet from curb line along the street.
- (f) Building height calculations shall exclude building service equipment (e.g., mechanical services, elevator penthouses, condensers, exhaust fans, air-conditioning and similar equipment), stair enclosures, skylights or atrium structures, and roof-access stairwells, landmark signage structures, and architectural enhancements and appurtenances (e.g., parapets, chimneys, cupolas, steeples, spires, belfries, towers, corner towers, flagpoles and similar elements), provided that such shall not exceed applicable height requirements by greater than 15 feet.
- (g) All building types shall be permitted to have above or below ground basements.

(10) Landscaped buffers and edges:

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

**DEVELOPMENT ZONE**

The area where the majority of development on a site will take place. This area is located outside of the tree protection zone, and is typically where buildings, parking lots and stormwater basins are proposed. Only specimen trees (24 inches and greater) are required to be compensated for within the development zone.

**TREE PROTECTION ZONE**

An area bounded by the parameters outlined in this Redevelopment Plan where trees are to be preserved as much as possible. All trees 10 inches or greater that are removed from this area must be compensated for.

#### SPECIMEN TREE

A healthy tree in good condition of 24 inches in diameter or greater.

#### B. Tree protection management plan.

(1) A tree protection management plan must be submitted at the time of site plan application, if there are one or more live trees of 10 inches in diameter or larger and in good condition and healthy which are proposed to be cut or removed from the property.

(2) Tree protection management plan(s) shall be submitted with each site plan or major subdivision plan application. They shall be on the same size sheets and at the same scale as other corresponding layout plans in the set, and shall contain the following information:

(a) Location of all existing or proposed buildings, driveways, grading, septic fields, easements, underground utility lines, rights-of-way, and other improvements.

(b) Location of existing natural features, including wooded areas, watercourses, wetlands, and floodplains.

(c) The limits of the tree protection zone, according to the following distances from proposed improvements:

[1] House or building: 12 feet.

[2] Pavement (parking lot, driveway, sidewalk): five feet.

[3] Septic fields, underground utilities, the base of berm grading of stormwater management basins, pools, sheds, picnic shelters and other improvements: 10 feet.

(d) The limits of the Development Zone and Tree Protection Zone areas of the property.

(e) Location of all existing specimen trees within the Development Zone area of the property. Each tree shall be noted by its species, size and general health condition. Whenever possible, the actual canopy spread shall be shown, but if it must be estimated, the canopy shall equal 1 1/2 feet of diameter per one inch of trunk diameter.

(f) Identification and location of all existing specimen trees within the Development Zone to be preserved.

(g) Identification and location of all existing specimen trees within the Development Zone to be removed or transplanted.

(h) Location of all existing tree masses within the Tree Protection Zone area of the Property.

(i) Identification and location of all existing trees within the Tree Protection Zone to be removed or transplanted.

(j) A chart tabulating the diameter inches of trees being removed, the required diameter inches to be replaced, and the equivalent number of compensatory trees.

(k) Specifications for the removal of existing trees and for the protection of existing trees to be preserved, including detail(s) of tree protection fencing.

C. Landscape plan requirements.

(1) The landscape plan shall be prepared and sealed by a certified landscape architect or other similarly qualified professional acceptable to the Joint Land Use Board.

(2) Landscape plans shall be submitted with each site plan or major subdivision plan application. They shall be on the same size sheets and at the same scale as other corresponding layout plans in the set, and shall contain the following information:

(a) Existing vegetation to remain and the location of proposed plantings, with transplants and compensatory plants clearly labeled on both the plan and in the planting list/schedule.

(b) Existing and proposed improvements, including structures, utilities, lighting, signage, stormwater management system structures, pavement materials, water features, fences, walls.

(c) All ground plane treatments including seed, sod, ground covers and mulch beds, with beds clearly defined.

(d) Existing and proposed grades, including berm contours.

(e) A plant list on the same sheet, or reference to the sheet on which it appears, which contains a key or symbol reference, corresponding to labels or symbols on the plan; the proposed quantity of each plant species; the scientific and common plant names; the size of the plant at installation;

the root condition; plant spacing; and any special specifications or instructions.

(f) Details of the proposed method of planting, staking and tree protection.

(g) Standard planting notes reflecting current industry standards, including, but not limited to, the guarantee period and maintenance commitment.

(4) Detailed planting areas, which are not clearly legible on plans at a smaller scale, shall be shown at a scale of one inch equals 30 feet or larger, to depict the detail. This may be necessary to communicate plantings around signage, project entries, in courtyards, tot-lots or building foundations, for example.

#### D. Standards for plant material.

(1) Plant species selected shall be suitable to the site's microclimate, be appropriate for the intended function, be proportional to site features, and minimize the amount of maintenance required.

(2) With the exception of transplanted material, all proposed plant materials shall be nursery-grown, disease-free, and shall conform to the standards listed in American Standard for Nursery Stock, ANSI Z60.1, current edition, published by the AmericanHort.

(3) Plant material shall conform to the following minimum sizes and root condition:

(a) Shade and street trees shall have a minimum caliper of 2 inches, measured six inches above ground level, and a minimum height of six feet at installation. At least 50% of tree species shall be native to the region.

(b) Ornamental and flowering trees shall have a minimum height of six feet at installation.

(c) Evergreen trees shall have a minimum height of six feet at installation.

(d) The roots of all trees shall be contained in soil, and shall be balled and burlapped, except as otherwise noted.

(e) Upright and spreading shrubs shall be a minimum height of two feet at planting.

(f) Ground covers, perennials, bulbs and annuals shall be appropriate to type.

(4) A variety of plant species are encouraged to avoid monocultures, to encourage long-lived species, and to promote wildlife habitat. Tree and shrub plantings shall contain the following minimum species mix:

Number of Trees	Minimum Species
1 to 9	1
10 to 49	2
50 to 99	3
100 to 199	4
Over 200	5

Number of Shrubs	Minimum Species
1 to 49	1
50 to 99	3
Over 100	5

(5) Other plant types, such as those marginally hardy to the area or those which have an unusual form, and/or nonvegetative features, such as water or rock gardens, may be incorporated into required planting areas. However, only those plants, which meet the requirements above, may be counted toward satisfying the minimum planting requirements.

(6) All landscape improvements to be provided shall be installed and maintained by accepted practices as recognized by the American Nursery and Landscape Association. Planting and maintenance of vegetation may include, as appropriate, but not necessarily be limited to, provisions for surface mulch, staking and guying, irrigation, fertilization, insect and disease control, pruning, mulching, weeding and watering, and shall be financially secured, guaranteed and maintained in the manner required by Section H. of this Ordinance.

#### E. Transplanted plants.

(1) On a case-by-case basis, provisions may be made for the moving of existing trees, shrubs or other natural features to other locations on the site if requested by the applicant.

(2) When used to satisfy a minimum requirement contained in this section, the transplanted plant materials shall be generally comparable in quantity and size as required nursery-grown material, and shall also be subject to the same protection, maintenance and guarantee requirements of this section.

(3) Transplanted material shall be handled according to the ANLA's guidelines and pruned according to ANSI standards. When pruning, a more conservative crown clearing is recommended, removing up to 25% of the branches.

F. Compensatory planting.

(1) Compensatory planting shall be required for each tree of 12 inches in diameter or larger within the Tree Protection Zone that is in good condition and health, and each specimen tree that is in good condition and healthy within the Development Area zone.

(2) Trunk diameters shall be measured according to the following guidelines.

(a) For single-trunked shade trees, at a point 4 1/2 feet above ground level.

(b) For single-trunked ornamental trees, at a point 12 inches above ground level.

(c) For evergreen trees, at a point 12 inches above ground level.

(d) For multitrunked trees that branch between one and 4 1/2 feet above ground level, at a point just below the split.

(e) For multitrunked trees that branch below one foot above grade, the diameter shall be 60% of the sum total of all trunks measured at a point 4 1/2 feet above ground level.

(3) Compensatory trees shall be provided in the following ratios, based on the sum total of the diameter inches of trees being removed. These standards are applicable to both deciduous and evergreen trees. Compensation is not required for shrubs.

(a) For trees 12 to 24 inches in diameter, one inch of new tree caliper shall be provided for every two inches of existing tree diameter cut or removed.

(b) For trees 24 inches in diameter or greater (specimen trees), two inches of new tree caliper shall be provided for every two inches of existing tree diameter cut or removed.

(4) The number of compensatory trees should be calculated from the total diameter inches to be replaced, divided by two, rounded up to the next whole number.

(5) Compensatory trees shall be a minimum of 2" in caliper. Evergreen and ornamental trees may be substituted at a ratio of 2:1 shade tree, for up to 50% of

the requirement. Alternative types of compensatory planting may be permitted, when approved by the Joint Land Use Board.

(6) Locations of compensatory trees must be clearly labeled on the landscape plan. They may be placed anywhere on the site, but are in addition to other required trees, such as street trees or buffer requirements.

(7) In the event that the applicant establishes to the satisfaction of the Joint Land Use Board that constraints incident to the land itself (including, without limitation, extreme topography, unsuitable soils, rock outcrops and existing uninterrupted dense canopy) render it impractical to locate on the lot the required number of compensatory trees, then, the applicant shall have the option of (a) installing a portion of the required compensatory trees on other public lands within the Township; (b) contributing to the Township the estimated cost of those trees which cannot practically be installed on the property for later installation of trees on public lands; and/or (c) installing fewer, larger or more valuable compensatory trees on the lot with an aggregate cost as installed and guaranteed not less than the estimated aggregate cost of the required number of compensatory trees.

#### G. Street trees.

(1) Street trees shall be required along all existing or proposed public or private streets when they abut or lie within the proposed subdivision or site plan, and are in addition to other required plantings.

(2) Street trees shall be placed in a planting strip located between the proposed sidewalk and curb. Where no sidewalks are proposed and are not planned in the future, the trees shall be placed five feet behind the curb or edge of pavement. Street trees shall not be planted within clear sight triangles and consideration should be given to overhead wires.

(3) Street trees shall comply with the size and spacing requirements below.

(a) Street trees shall be planted along all new or existing residential streets at 40 foot intervals.

(b) Street trees shall be planted along Route 322 at average 40 foot intervals.

(c) Street trees shall be planted along Kings Highway at average 40 foot intervals.

(d) Street trees shall be planted along Pancoast Road at average 45 foot intervals.

(e) Street trees shall be planted along Asbury Station Road at average 45 foot intervals.



(4) Trees shall be distributed along the entire planting strip, although they need not be evenly spaced.

(5) To prevent the total obliteration of sections of trees by disease or insect infestation, a variety of trees shall be used in each street tree planting. Street tree species should not be alternated, but should be grouped at the designer's discretion. This does not preclude the limited use of a singular species of tree to create a strong design statement. In general, no more than 20 trees in a row or in a cluster should be of the same species, unless otherwise approved.

(6) Alternate arrangements to create a special effect (i.e., columnar trees spaced 15 feet on center at a development entry) may be permitted on a case-by-case basis, when approved by the Joint Land Use Board.

(7) Plantings shall not block, impede or interfere with the installation, safe use, operation or maintenance of roadways, sidewalks, sight easements, utilities, and lighting in accordance with the following guidelines.

(a) Five feet from curbs and sidewalks to the center of the tree;

(b) Ten feet from underground utilities;

(c) Fifteen feet from overhead utilities, unless the use of small shade or ornamental trees is approved; and

(d) Trees planted adjacent to sidewalks shall be limbed to a minimum of seven feet.

(8) Plantings prohibited by utility easements may be incorporated into another section of the site.

(9) Plantings shall not be of an invasive nature, weedy or brittle character, easily susceptible to pest infestations and/or diseases, or possess hazardous characteristics (bee-attracting, poisonous, thorny) when used in areas designated for sitting or play.

(10) The street tree requirement may be waived where existing preserved vegetation is considered sufficient to meet these requirements, and is reasonably assured of continued survival.

(11) If tree pits are used within paved areas, they may be covered with tree grates and/or a variety of porous materials; however, the minimum surface area for gas exchange must be 15 square feet per tree, unless otherwise approved by the Joint Land Use Board.

H. Landscaping for parking lots, loading and vehicle storage areas.

(1) A screen planting, berm, fence, wall or combination thereof, no less than four feet in height, measured from the center line of the adjacent street, shall be provided between all off-street parking areas with 30 or more parking spaces and any lot line or street line except where a building intervenes or where the distance between such areas and the lot line or street line is greater than 150 feet. Such screen shall be capable of obscuring at least 50% of the glare of automobile headlights.

(2) All site plans/subdivisions that contain parking lots for 75 or more parking spaces shall be designed to include planting islands in order to break the view of parked vehicles in a manner not impairing visibility.

(3) Planting islands, when required, shall conform to the following standards:

(a) One planting island, a minimum of 9 feet wide by 18 feet long, spaced not more than 180 feet apart, or every 50 parking stalls, in single or double bays;

(b) Islands should be placed opposite each other in adjacent rows of parking, to reduce the number of raised islands, and to increase the area available for tree roots.

(c) The last parking stall in a row shall be separated from drive aisles by a planting island, a minimum of nine feet in width

(d) Each planting island shall contain one shade tree plus three shrubs, ground cover, and/or mulch to cover the entire area at maturity. Shrubs located at the ends of the islands shall be maintained at a maximum mature height of 2 1/2 feet for sight line and safety purposes.

(4) Divider strips. All site plans/subdivisions that contain parking lots for 100 or more parking spaces shall be designed to include divider strips in order to break the view of parked vehicles in a manner not impairing visibility. Divider strips, when required, shall conform to the following standards:

(a) Divider strips shall be placed at every fifth bay of parking, running the length of the rows of parking, and be landscaped with plantings of shade, ornamental, and/or flowering trees, plus shrubs, ground cover and/or mulch to cover the entire area at maturity. A "bay of parking" is the width of pavement needed to accommodate either one or two rows of parking stalls plus one access lane.

(b) Divider strips shall be a minimum of 6 feet wide, unless a sidewalk is proposed within the divider strip, then the total width of the divider strip and sidewalk shall be at least 11 feet. An approved root barrier shall be placed along the tree side of the sidewalk..

[1] The quantity of shade trees required shall be calculated at one tree per 50 feet of divider-strip length, exclusive of end islands. Two ornamental trees may be substituted for one shade tree, for up to 50% of the requirement. The trees need not be spaced evenly apart; however, the maximum spacing shall be 50 feet.

[2] The quantity of shrubs shall be calculated at one shrub per 10 feet of divider strip, exclusive of end islands. Shrubs shall be spaced according to size, but not more than five feet apart. Gaps may be placed between the shrub plantings to provide areas for ground covers, decorative mulch beds, artwork, crosswalks, or flowering plants. Shrubs within 10 feet of the ends of the strips shall not exceed 2 1/2 feet in height, so as not to block visibility. This shall not preclude the use of taller shrubs elsewhere within the divider island.

(5) All loading areas shall be landscaped and screened sufficiently to obscure the view of the parked vehicles and loading platforms from any public street throughout the year. Such screening shall be by an extension of the building, a fence, berm, wall, planting or combination thereof and shall not be less than five feet in height at the time of planting, and eight feet in height at maturity.

(6) To prevent conflicts with the opening and closing of automobile doors, and to reduce damage from automobile overhangs, all shrub plantings in parking lot islands and divider strips located adjacent to or abutting parking stalls shall be set back a minimum of one foot from the curb or edge of pavement.

(7) Plantings required within the parking areas are exclusive of other planting requirements such as street trees, buffer and compensatory plantings.

I. Façade Plantings/Building Articulation. In an effort to break up long stretches of facade and provide an enhanced building/pedestrian environment, the developer shall pick one of the following treatment options:

Façade Plantings for Non-Residential Buildings

(1) At the Developer's sole discretion and election, façade plantings may be placed along the sides of buildings facing parking lots and street rights-of-way.

(2) Plantings are suggested for all sides of a non-residential building facing parking lots or areas intended primarily for pedestrian use. Plantings are not suggested along the sides of buildings containing service or loading areas, unless they also face parking areas. If part of a side of the building faces parking, only that portion is subject to these requirements.

(3) Plantings are suggested for all sides of a non-residential building facing a street right-of-way.

(4) Plantings should front a minimum of 50% of the length of the building and any outdoor retail, cafe or occupied areas. Screen plantings are not suggested in front of outdoor sales or cafe areas; however, consideration should be given to placing some of the required trees in front of these areas.

(5) Facade plantings should consist of a minimum of 50% evergreen material to ensure that landscaping is present during the late fall to early spring seasons.

(6) The minimum suggested planting ratio shall be one shade tree per 40 feet of building facade, plus six shrubs (including ornamental grasses with a minimum height of three feet) per 20 feet of building facade, outdoor retail, cafe or other occupied areas. To allow for design flexibility, the following substitutions may be made:

(a) Up to 50% of the suggested quantity of shade trees may be substituted with two ornamental or evergreen trees, or six shrubs, per shade tree.

(b) Up to 25% of the suggested quantity of shrubs may be substituted with two ground cover shrubs or perennials per shrub.

(c) Plantings may be placed in a lawn area, tree pits, and/or planters as appropriate to the character of the development, using the following guidelines as to placement.

(d) Shade trees should be placed at least 15 feet from a building wall. Ornamental and evergreen trees should be placed at least 10 feet from a building wall.

(e) If any tree is located closer than 10 feet to a sidewalk, approved root barriers should be placed along the tree side of the sidewalk for a distance of 12 feet, centered on the trunk.

(f) Planters should be at least 30 inches high, but no higher than 42 inches, and contain drainage holes.

#### Façade Plantings for Multi-Family Residential Buildings

(1) Decorative façade plantings shall be placed adjacent to building entrances in order to provide visual interest and to draw attention to building entrances.

(2) Plantings may be placed in a lawn area, tree pits, and/or planters as appropriate to the character of the development.

### Building Articulation for Non-Residential Buildings

- (1) A combination of two or more of the following building articulation techniques shall be utilized:
  - (a) Roofline variation.
  - (b) Arcades, display windows and entry areas.
  - (c) Wall texture placement and change.
  - (d) Creation of a horizontal and vertical shadow line.
  - (e) Offsets and/or breaks in the building line. Offsets can include pilasters, projecting bays, changes in façade materials and balconies. The minimum projection or depth of any individual vertical offset should not be less than 8 inches.
  - (f) Patterned walls.
  - (g) Color change.
  - (h) Recessed entrances.
  - (i) All street-facing building walls should have a clearly defined base, body and cap.
  - (j) The base of the building should align with either the kickplate or sill level of the first story.
  - (k) The body section of a building may be horizontally divided at floor, lintel or sill levels with belt courses.
  - (l) The exterior walls of each building shall be constructed of durable permanent architectural materials, i.e., carefully selected brick; stone with a weathered face or polished, fluted, or broken-faced concrete, split-faced block or smooth block.
- (2) The architectural treatment of a façade should be placed along facades facing public streets and parking lots.
- (3) Preengineered metal buildings, industrial-type structures featuring predominantly painted exteriors, and corrugated metal-sided or clapboard aluminum-sided "Butler" type buildings shall not be permitted.

#### J. Buffer and Screen Standards

1. The primary purpose of screens is to reduce view into lots.

2. Type, location and width.

(a) Buffers are required in the following locations:

[1] Along all lots and streets separating residential and industrial uses from arterial and collector streets;

[2] Separating all nonresidential uses from residential uses or zoning districts;

[3] On reverse-frontage lots, adjacent to the higher-classified street right-of-way; and

[4] Along all state highways and railroad rights-of-way.

(b) Screens are required in the following locations:

[1] Along all street lines where loading and storage areas can be seen from the street;

[2] Along all nonaccessible sides of trash enclosures, equipment or storage buildings and yard and utility boxes; and

[3] Around the exterior perimeter of all parking lots or other similar vehicle use areas (i.e., service stations and bank/fast-food drive-through lanes), but not between the parking lot or vehicle use area and a building.

(c) Width of buffers and screens.

[1] Where a nonresidential use is proposed to be developed abutting a residential district, the nonresidential user shall provide a planted buffer 75 feet in width within the nonresidential district.

[2] Where an industrial or manufacturing use is proposed to be developed abutting an office or commercial district, a buffer 50 feet in width shall be located within the district where the development is taking place.

[3] Where a residential use is proposed to be developed abutting a commercial or office district, a twenty-five-foot buffer shall be provided within the residential district.

[4] Where a residential use is proposed to be developed abutting an industrial district, a 75 foot buffer shall be provided within the residential district.

[5] Where a residential use is proposed to be developed abutting a manufacturing district, a buffer 75 feet in width shall be provided within the residential district.

[6] Where a multifamily residential use is proposed to be developed abutting a residential district, a 25 foot buffer shall be provided.

[7] Where a single-family residential use is proposed to be developed abutting another single-family residential district, no buffer is required.

[8] Where a recreation use is proposed to be developed abutting a residential district, a 50 ft. landscaped buffer and berm, which may only include a multi-use trail and associated lighting standards, not to exceed 15 ft. in height, shall be provided. No sports lighting shall be permitted within 100 ft. of the perimeter of the recreation parcel, except for any area abutting train tracks. The height of sports lights shall be limited to 75 ft. and shall only be LED lights.

[9] Where a site is developed with mixed uses (both residential and nonresidential), a buffer 10 feet in width shall be provided between different uses.

(d) Buffer and screen widths shall be measured horizontally. If a reduction in buffer width is granted by the approving authority, then the minimum shrub planting requirements shall be doubled.

(e) The area included in the buffer or screen strip shall be included in calculating the minimum lot area and setback as required by the specific district in which the lot is located. This strip shall be part of the development and shall be designated on the plan: "This strip is reserved for buffering and/or screening. The placement of any structure hereon is prohibited."

### 3. General buffer and screen composition and planting standards.

(a) Buffer may be comprised of existing vegetation and natural features, proposed new or transplanted vegetation, fences, walls and/or berms. Existing vegetation and natural features may be used as a buffer or screen if such features meet the intent of this section.

(b) No structure, activity, storage of materials or parking of vehicles shall be permitted within a buffer or screen area.

(c) The location and design of buffers and screens shall consider the use being screened, the distance between the use and the property line, differences in elevations, the types of buffers or screens and other combinations of man-made and natural features. The buffer or screen shall be designed, planted, graded, landscaped and developed with the general guidelines that the closer a use or activity is to the

property line, or the more intense the use, the more effective the buffer or screen must be in obscuring light and vision, and reducing noise beyond the lot.

(d) The following methods shall be used for the purpose of calculating the amount of plant material required within a buffer or screen.

[1] A buffer length shall be measured at the property line or right-of-way line and shall include all existing or proposed driveway openings or easements.

[2] Where buffer areas overlap, as in the case of side and rear tract boundaries, only the more stringent buffer shall apply in the area of overlap. However, care shall be taken to avoid unplanted gaps in what would be the area of overlap.

[3] The length of the perimeter of stormwater management basins shall be measured along the center of the basin's rim.

(e) All buffer and/or screen plantings for industrial uses along Kings Highway shall require a berm as an integral part of the landscaping.

(f) All plantings shall conform to the size and standards prescribed in this Redevelopment Plan.

(g) At least 50% of all shade trees and 25% of all shrubs shall be native to the region.

(h) At least 50% of the shrubs shall be evergreen.

(i) Up to 50% of the required shade trees may be substituted with ornamental trees at a ratio of two ornamental trees for each shade tree.

(j) Up to 50% of the required shrubs may be substituted with ornamental grasses, which will attain a minimum height of three feet at maturity.

(k) A minimum of 75% of the length of the required buffer width must contain required plantings.

(l) Plants shall be distributed throughout the entire length of buffers and screens, but need not be evenly spaced. However, there shall be no more than 100 feet between shade trees, 50 feet between evergreen trees, and 50 feet between shrub clusters.

(m) Buffer and screen plantings shall be broken at points of vehicular and pedestrian access, outside of clear sight triangles.



(n) The remainder of the buffer area shall be planted with ground covers, including lawn grasses or wild flowers or meadow plantings, as appropriate to the character of the site and adjacent lands.

4. Specific buffer and screen requirements.

(a) Buffers shall contain the following type and quantity of plant material per 100 feet of buffer length.

[1] Buffers 25 feet wide or greater: two shade trees, four evergreen trees, and 20 shrubs.

[2] Buffers up to 25 feet wide: two shade trees, two evergreen trees, and 20 shrubs.

(b) Screens shall contain the following type and quantity of plant material:

[1] Loading/storage areas and trash enclosures shall be screened using evergreen trees and shrubs that will achieve 80% opacity after five years growth.

[2] If a decorative wall or solid fence is proposed, then a low screen may be used consisting of, at a minimum, evergreen and/or deciduous shrubs a minimum of three feet in height at time of planting.

[3] If no wall or fence is proposed and vegetation will act as the only screen, then a high screen consisting of large evergreen shrubs, spaced no more than four feet on center or as needed to form a continuous screen of eight feet in height after five years' growth, or evergreen trees spaced 12 feet on center, with evergreen shrubs placed between the evergreen trees, shall be planted.

(c) Stormwater management basins shall be screened based on the following quantities of plants unless designed as a wet basin, located within open space, and/or utilized as an amenity, in which case no screening is required:

[1] One shade tree, plus two evergreen trees, plus 10 shrubs, plus either 20 groundcover shrubs or 300 herbaceous groundcover plants or bulbs per 150 feet of basin perimeter length.

[2] Up to 50% of the groundcover shrubs may be substituted with perennials at a rate of two perennials per groundcover shrub.

[3] Basin headwall and other structures shall be partially screened with required plantings; however, plantings shall not impede the basin's function.

(c) If a use is not listed, the screen most suited to the use shall be used.

### **G. Stormwater Management**

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

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

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

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

(2) The developer shall furnish a performance guarantee to include, within an approved phase or section of a development privately-owned perimeter buffer landscaping, as required by N.J.S.A. 40:55D-53(1)(b).

(3) The developer shall furnish to the municipality a "safety and stabilization guarantee," in favor of the municipality as described in N.J.S.A. 40:55D-53(1)(d). At the developer's option, a "safety and stabilization guarantee" may be furnished either as a separate guarantee or as a line item of the performance guarantee.

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

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

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

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

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

(7) The developer shall post with the municipality, upon the inspection and issuance of final approval of the following private site improvements by the municipal engineer, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: stormwater management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the stormwater management system, if any, which cost shall be determined according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4).

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

(9) Temporary Certificate of Occupancy.

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

(b) The scope and amount of the temporary certificate of occupancy guarantee shall be determined by the Township Engineer based upon the projected cost of improvements remaining for issuance of the temporary certificate of occupancy which shall be provided by the applicant to the Township Engineer, and shall include items such as sidewalks and street trees at the subject property, roadways (including surface course) from the property to the fully improved roadway;

water and sewer infrastructure from the property to the main, stormwater conveyance to serve the property and stormwater management structures/basins for the current project phase.

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

(10) Inspection Fees.

The obligor shall reimburse the municipality for reasonable inspection fees paid to the municipal engineer for the foregoing inspection of improvements as described in N.J.S.A. 40:55D-53.h.

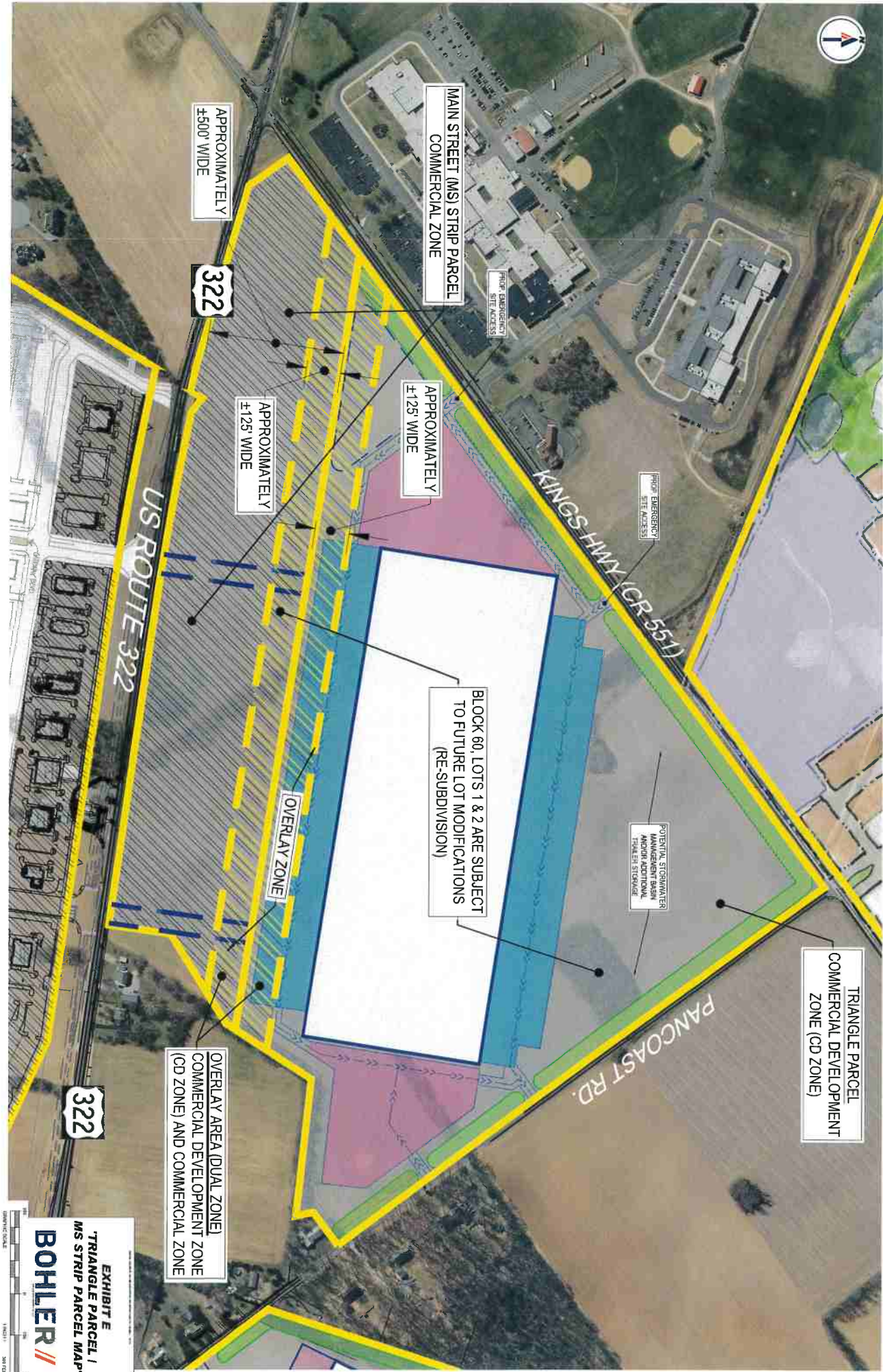
**I. Affordable Housing**

- (1) The RZ development shall provide for family non-age-restricted affordable housing for very-low-, low-, and moderate-income households. Here, ninety (90) affordable units must be provided across the approximately nine-hundred (900) total units permitted to be developed on the site.
- (2) All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. (“UHAC”), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the affordable units (rounded to the nearest whole number) shall be required to be for very-low-income households earning thirty percent (30%) or less of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (“FHA”). Therefore, of the ninety (90) affordable units required, twelve (12) of the affordable units shall be very-low-income units.
- (3) All of the affordable units shall be integrated with the multi-family market-rate units to the extent feasible, and the affordable units shall not be concentrated, if feasible, in separate building(s) or in separate area(s) from the market-rate units, except that the developer is not required to do affordable single-family homes. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed to the extent feasible within each building with market-rate units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units within the same phase of development as the affordable units, provided amenities, common areas, or recreation areas and facilities are available for such market-rate units in the same phase.
- (4) The affordable units will be subject to the 30-year affordable deed restriction as provided for by UHAC, and the Township and Developer agree that, following the thirty (30) year restriction, the Township may only release the affordable restrictions in accordance with UHAC or applicable law at the time..

- (5) Construction of residential units for the entire RZ development, regardless if approved in stages, shall be subject to the phasing schedule for affordable housing units established by N.J.A.C. 5:93-5.6(d). For instance, if 900 total units are approved (810 market rates and 90 affordables):
- Developer can build 202 market-rate units before it has to provide an affordable unit.
  - Before developer can complete the two-hundred-and-third (203<sup>rd</sup>) market-rate unit, nine (9) affordable units must be completed;
  - Before developer can complete the four-hundred-and-fifth (405<sup>th</sup>) market-rate unit, forty-five (45) affordable units must be completed;
  - Before developer can complete the six-hundred-and-seventh-(607<sup>th</sup>) market-rate unit, sixty-eight (68) affordable units must be completed; and
  - Before developer can complete the seven-hundred-and-twenty-ninth (729<sup>th</sup>) market-rate unit, ninety (90) affordable units must be completed.
- (6) All of affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include, but is not limited to, the community and regional organizations identified in the Settlement Agreement between Woolwich and Fair Share Housing Center: Fair Share Housing Center; the New Jersey State Conference of the NAACP; the Latino Action Network; all Gloucester, Burlington and Camden County-based branches of the NAACP; the Supportive Housing Association of New Jersey; and the New Jersey Housing Resource Center.

**Exhibit E**  
**Triangle Parcel/MS Strip Parcel Map**





MAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE

APPROXIMATELY  
±500' WIDE

322

APPROXIMATELY  
±125' WIDE

APPROXIMATELY  
±125' WIDE

BLOCK 60, LOTS 1 & 2 ARE SUBJECT  
TO FUTURE LOT MODIFICATIONS  
(RE-SUBDIVISION)

OVERLAY ZONE

US ROUTE 322

KINGS HWY (CR 551D)

HIGH EMERGENCY  
SITE ACCESS

POTENTIAL STORMWATER  
MANAGEMENT BASIN  
WITH 5% STORAGE

TRIANGLE PARCEL  
COMMERCIAL DEVELOPMENT  
ZONE (CD ZONE)

PANCOAST RD.

OVERLAY AREA (DUAL ZONE)  
COMMERCIAL DEVELOPMENT ZONE  
(CD ZONE) AND COMMERCIAL ZONE

322

EXHIBIT E  
"TRIANGLE PARCEL /  
MS STRIP PARCEL MAP"

**BOHLER**

DATE: 11/11/2024  
SCALE: 1"=100'

**Exhibit F**  
**Township's Existing CD Zone in Kings**  
**Landing Redevelopment Plan**



## B. Permitted Uses, Area and Bulk Requirements

Except as where modified by the superseding zoning, all zoning that was in place at the time of the adoption of this Redevelopment Plan Amendment shall prevail until such time as the existing zoning is amended, in which case the new zoning shall prevail.

### Redevelopment Zoning

As described above, the 2019 Amendment to the Redevelopment Plan supersedes the underlying zoning for specific sites in the Redevelopment Plan Area.

#### Commercial Development Zone

The Commercial Development (CD) zone, shown in **Figure 7b**, will provide sales and services necessary to sustain the regional community with commercial, office, and light industrial locations, generally adhering to the permitted uses, accessory uses, conditional uses, zoning and design requirements consistent with the Township's Corridor Commercial (CC) zone (Subsection 137 of Chapter 203, Zoning). Recognizing significant changes currently underway in the retail economy

Commercial Development Zone	
BLOCK	LOT
6	6 (part)
7	4, 4.01, 4.02
11	17, 18, 19, 20, 21
58	1
59	6, 6.01, 6.02, 7, 8Q, 10
62	1, 2, 3

Figure 8: Commercial Development Zone Parcels

resulting from internet-based eCommerce, and the logistics framework necessary to support this growing industry, which includes warehousing, distribution, and fulfillment centers located within proximity to major highways, the Commercial Development zone provides supplemental bulk and design standards relevant to these specific uses, while still respecting the intent of the Commercial Corridor zone.

#### Commercial Development (CD) District

A. Goal: to provide locations for sales and services necessary to sustain the regional community with uses that are auto-dependent, that are single- and multiuse buildings, and that may or may not be on individual lots.

B. Permitted uses.

- (1) All uses permitted in §203-137 (Corridor Commercial).
- (2) Warehouse of goods and products, provided that no goods are sold at retail from the premises.
- (3) Distribution/warehouse facilities commonly known as fulfillment centers, provided that no goods are sold at retail from the premises.
- (4) A site may contain a combination of the above permitted uses.

C. Accessory uses.

(1) Customary accessory uses and accessory buildings incidental to the above permitted principal uses in §203-137 (Corridor Commercial) and §203-186 (Neighborhood Commercial) Zones.

(2) Office space related to a warehouse or distribution/warehouse use.

D. Conditional uses.

(1) Conditional uses as permitted in §203-137 (Corridor Commercial).

E. Except as modified in the following sections for warehouse and distribution/warehouse facilities, the goals, standards, requirements, and recommendations of the Corridor Commercial District, as described in §203-137, shall prevail for all uses in the Commercial Development District.

F. For warehouse and distribution/warehouse facilities the following principles best embody the purpose, goals and objectives of the Commercial Development District:

(1) Commercial buildings should be clean, simple and inviting.

(2) Signage should be integrated into architecture.

(3) Modern materials are acceptable if they respect well-established rules of scale and rhythm.

(4) Generous landscape buffers provide the setting for single-use commercial and light industrial establishments.

(5) Driveways directly accessing Route 322 should be limited, with internal access between uses and neighboring properties encouraged.

(6) Pedestrian walkways remain important even in a more auto-dependent environment.

(7) Fenestration can be used effectively to provide a rhythm of solid and void, where appropriate.

(8) Individual or multitenant flex space is a typical need of growing communities.

(9) Environmental best practices that mitigate impacts of large scale development, including the use of green infrastructure to manage stormwater, minimize urban heat island effect, and maximize water and energy efficiency.

F. Size and scope.

(1) FAR 0.45 maximum.

(2) May be single- or multi-tenant buildings.

(3) Buildings are permitted to be no greater than 60 feet tall or three stories.

- (4) Front yard parking is permitted, pursuant to subsection G (3) below.
- (5) On-street parking on Route 322 is not permitted.
- (6) Cross access between separate warehouse, light industrial, and distribution/warehouse facilities is permitted between adjacent properties or separate facilities on site. Warehouse, distribution/warehouse, and light industrial facilities shall not share access with a retail, commercial, office, or residential use.

G. The site.

- (1) Architecture and design. Understanding that design guidelines intended for commercial, retail, and small-scale light industrial uses may not be appropriate or aesthetically pleasing for larger scale warehouse or distribution/warehouse uses, developers shall seek to incorporate the following design concepts into the proposed redevelopment. Developers shall submit with their application for development, a written design concept statement that supports the reasoning behind the proposed design and site plan and explains how and why the project design is consistent with the intent of the CD Zone. The design concepts are as follows:
  - (a) Contextual neighborhood consistency.
  - (b) Special architectural features at corners.
  - (c) Private outdoor spaces accessible to employees that are screened from public view.
  - (d) Off-street parking and loading shall be screened from public roadways and pedestrian paths.
  - (e) Bus shelters, where appropriate, and bicycle storage facilities, such as bike racks.
  - (f) Incorporation of the design standards in Subsection H (1) below.
  - (g) Consideration of the recommended design guidelines in Subsection H (2) below.
  - (h) Environmental design, including techniques to reduce water and energy usage and incorporate green infrastructure and other sustainable practices.
- (2) Zoning requirements for warehouse and distribution/warehouse facilities are shown in the table below:

	Minimum	Maximum
<b>Buffer/Pedestrian zone*</b>		
Front	75 feet	—
Side (Adjacent to Residential Zone)	75 feet	—
Side (Adjacent to Non-Residential Zone)	50 feet	—
Rear (Adjacent to Residential Zone)	75 feet	—
Rear (Adjacent to Non-Residential Zone)	50 feet	—
Between different uses on same property**	50 feet	—
<b>Sidewalk width (internal)</b>	5 feet	—
<b>Sidewalk/multi-use pathways</b>		
Multi-Use Pathway (Along Route 322)	12 feet***	—
Sidewalk (Along Locke Avenue)	6 feet	—
Paved Pathway (Along Stone Meetinghouse Road)	6 feet	—
<b>Lot area</b>	2 acres	—
<b>Lot width</b>	200 feet	—
Corner lot	200 feet	—
<b>Lot depth</b>	250 feet	—
<b>Impervious coverage</b>	—	75%
<b>Building Setbacks</b>		
Front yard setback	100 feet	—
Side yard setback	100 feet	—
Rear yard setback	100 feet	—
<b>Parking and Loading Setbacks</b>		
Automobiles and light trucks (From External Rights of Way)	75 feet	—
Parking and Loading for Semi-Trailer Trucks (From External Rights of Way)	100 feet****	—
Adjacent to lot lines shared with residential or commercial use or zone	75 feet	—
Adjacent to lot lines shared with light industrial, warehouse, or distribution/warehouse use	50 feet	—
* A buffer shall not be required along the municipal boundary shared with Harrison Township for properties held in common ownership with the developer. Cross-access and utilization shall be encouraged between the parcels under common ownership.		
** When commercial or retail uses are located on the same property as a warehouse or distribution/warehouse facility, a buffer shall be provided between the two uses.		
*** Upon demonstration of sufficient site design constraints to the satisfaction of the Joint Land Use Board, the multi-use pathway may be reduced to 8 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.		

(3) Parking requirements for warehouses and distribution/warehouse facilities.

- (a) Off-street parking provided through driveways. Driveway widths for a warehouse and distribution facility may exceed the maximum requirement established by 203-81 B (11), however no driveway width shall exceed 50 feet.
- (b) No loading bays or semi-trailer truck parking shall be visible from Route 322 and from adjacent residential uses or zones. Loading bays located in the side yards or along other road frontages shall be screened from public view through the use of screen walls, fences, vegetation, berms, other landscape treatment, or a combination thereof.

(c) Porous pavement, where appropriate, should be considered to the greatest extent practicable. Porous pavement in parking courts, sidewalks, and drive aisles is permitted to address stormwater.

(d) Off-Street Parking

[1] Minimum off-street parking for warehouse facilities: one (1) space per 2,500 square feet of total floor area.

[2] Minimum off-street parking for distribution/warehouse facilities: one (1) space per 1,500 square feet of total floor area.

[3] For warehouse and distribution/warehouse facilities where office space is accessory to the principal use at no more than 10 percent of the total floor area, the above off-street parking requirements shall be inclusive of both uses. Where the amount of office space exceeds 10 percent of the total floor area, one parking space shall be provided for each 300 square foot of office space floor area which exceeds 10 percent of the total floor area.

[4] If a proposed development requires more parking spaces for non-residential uses than can be accommodated on site, and a shared parking agreement cannot be arranged with a neighboring property owner, the developer may provide additional parking spaces at an off-site location if it can be demonstrated that the site will realistically address the parking shortfall to the satisfaction of the Joint Land Use Board.

[5] Understanding that advancements in technology will continue to shape development, such as through automation, eCommerce-based delivery applications, and the likely introduction of self-driving cars, it is entirely possible that the parking standards in this Redevelopment Plan may exceed the realities of market demand. The Joint Land Use Board may grant a request by an applicant to bank a portion of the required spaces for potential future development should demand require. Such a request shall include testimony and evidence that the parking demands for the proposed use will not require the number of spaces specified in this Redevelopment Plan or in Chapter 203 (Zoning).

(e) Parking lots shall be landscaped to break down scale, provide user comfort and to modulate microclimate.

(f) Parking setbacks.

[1] Parking areas for automobiles and light trucks may be permitted 75 feet from external rights of way.



- [2] Parking and loading areas for semi-trailer trucks may be permitted 100 feet from external rights of way. This setback 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.
  - [3] For warehouse and warehouse/distribution uses, no parking or loading areas, shall be located within 75 feet of any lot line shared with any residential or commercial use or district. Parking areas may be permitted within 50 feet of a lot line shared with a light industrial or another warehouse and warehouse/distribution use.
- (4) Performance standards for industrial uses shall follow the standards prescribed in the Township's Supplemental Use Controls (§203-65).
  - (5) Except as modified by the Redevelopment Plan for the Commercial Development Zone, landscaping shall follow the standards prescribed in the Township's Supplemental Use Controls (§203-68).
  - (6) Except as modified by the Redevelopment Plan for the Commercial Development Zone, buffer and screening shall follow the standards prescribed in the Township's Supplemental Use Controls (§203-69).
    - (a) Shared use paths, as described in Subsection H(1)(f) below, may be located within the buffer area.
    - (b) Plant suitability, maintenance and compatibility with site and construction features are critical factors which shall be considered. Plants shall be nonexotic, noninvasive and drought-tolerant and to the best possible xeriscape. See the Public Spaces Plan for species options.
    - (c) Except as permitted for shared use paths and freestanding signage, no activity, material storage, or parking of vehicles shall be permitted within a buffer or screen area.
    - (d) Buffer areas shall utilize underground irrigation systems. Water-efficient irrigation systems are encouraged, including systems that minimize the use of potable water and systems that recycle rooftop runoff.
  - (7) Signage shall follow the standards prescribed in the Township's Comprehensive Sign Plan for the Woolwich Regional Center for freestanding office buildings (§203-151).
  - (8) Lighting
    - (a) Freestanding lights shall not exceed 30 feet in height.
    - (b) Except as modified by this section, lighting shall follow the standards prescribed in the Township's General Design Standards for the Woolwich

Regional Center (§203-162) and the design standards enumerated in Article IX Parking and Loading (§203-81 (4)).

- (c) The Joint Land Use Board may grant a request by an applicant to reduce illumination where appropriate.

#### H. 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

**Exhibit F.1**  
**New CD Zone with additional  
permitted use**



Update to CD Zone for Redevelopment Plan contemplated in Section 3(b) of Settlement Agreement (in italics):

**Commercial Development (CD) District**

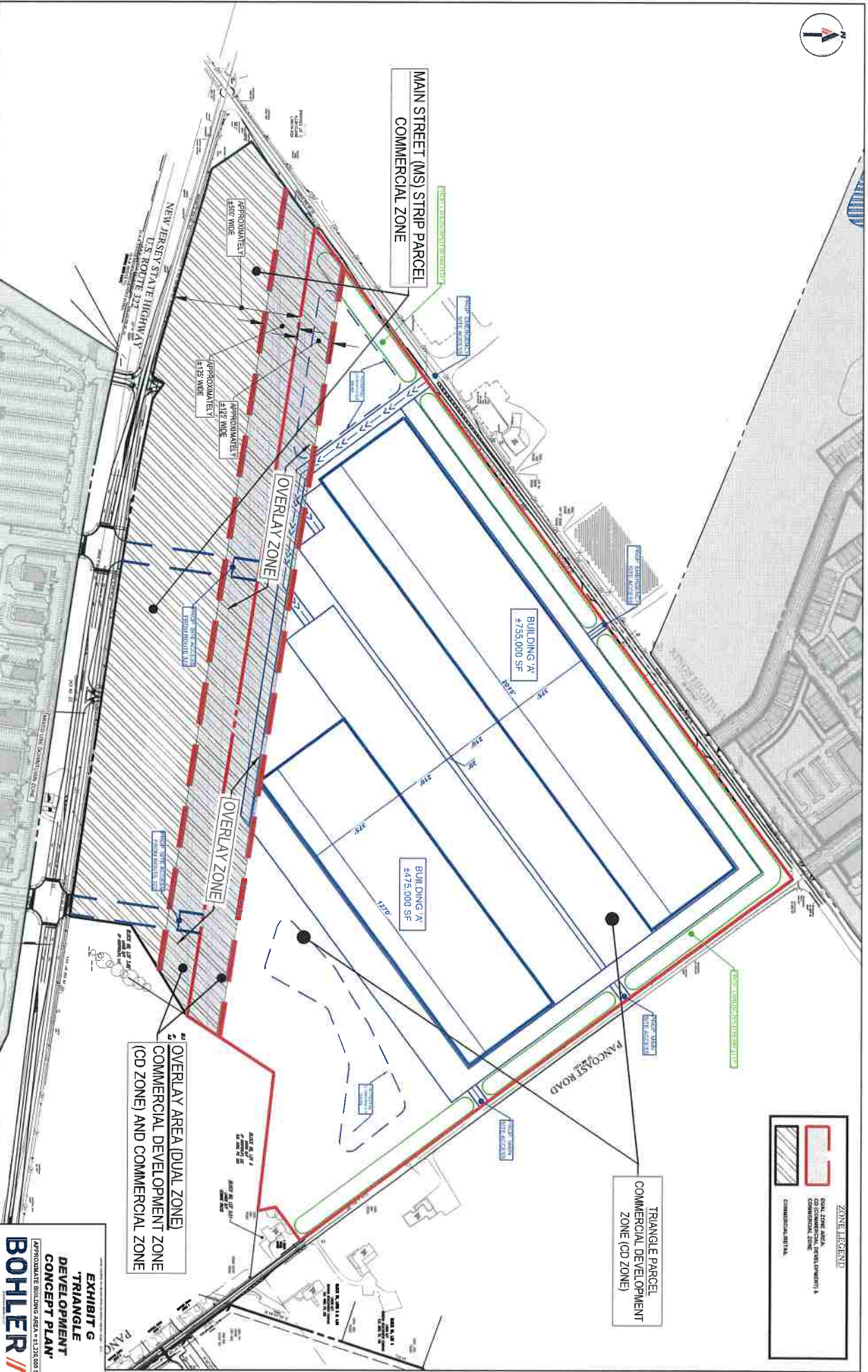
**A. Goal: . . . .**

**B. Permitted uses**

...

*(5) Order fulfillment centers with or without accessory transshipment facilities and related "last mile" activities, as well as the ability to accept returns and transact limited sales and exchanges*

**Exhibit G**  
**Triangle Development Concept Plan**



**ZONE LEGEND**

- DUAL ZONE AREA (CD COMMERCIAL DEVELOPMENT & COMMERCIAL ZONE)
- COMMERCIAL ZONE
- COMMERCIAL ZONE

TRIANGLE PARCEL  
COMMERCIAL DEVELOPMENT  
ZONE (CD ZONE)

MAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE

OVERLAY ZONE

OVERLAY ZONE

OVERLAY AREA (DUAL ZONE)  
COMMERCIAL DEVELOPMENT ZONE  
(CD ZONE) AND COMMERCIAL ZONE

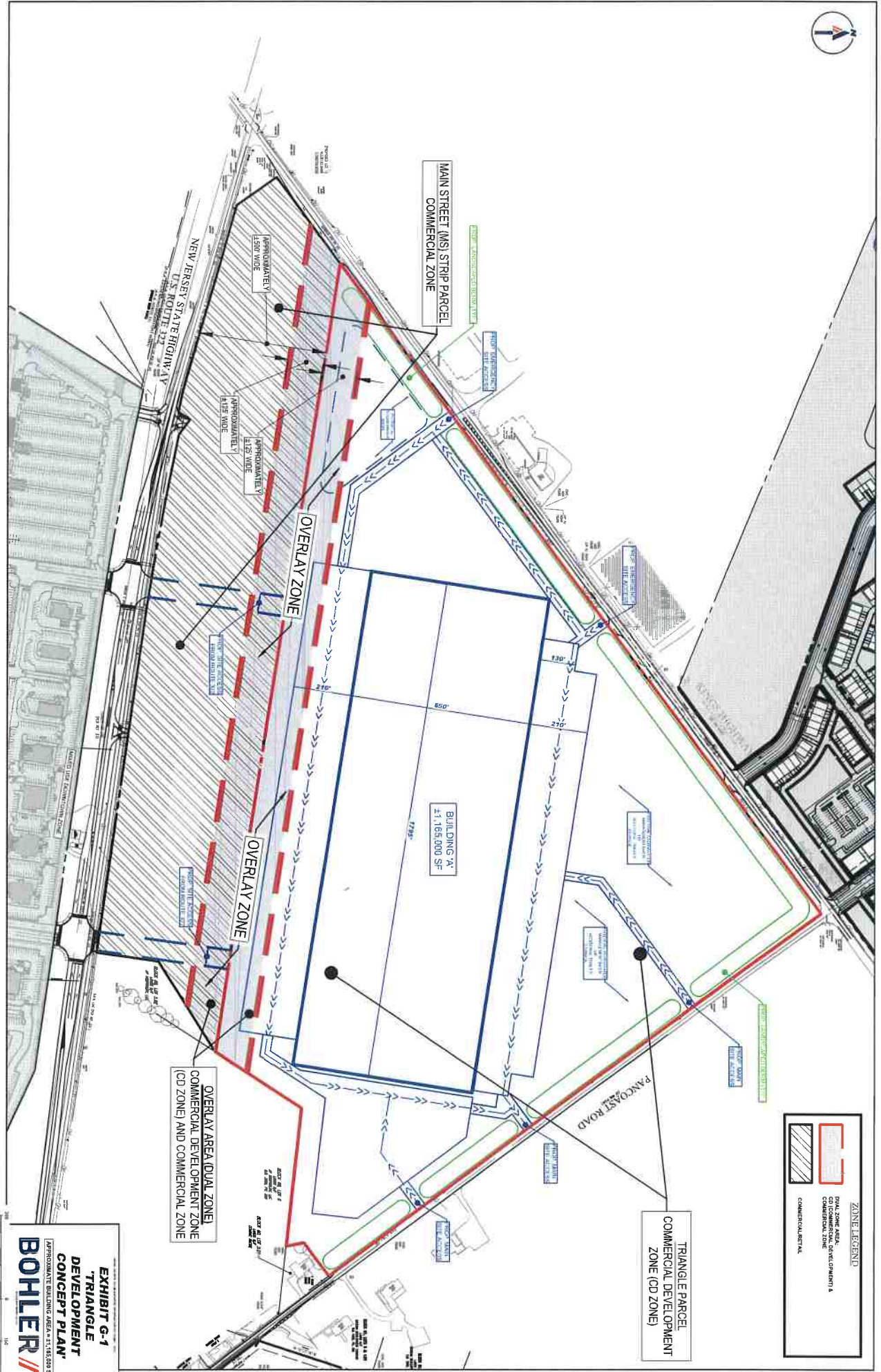
**EXHIBIT G**  
**'TRIANGLE**  
**DEVELOPMENT**  
**CONCEPT PLAN'**  
APPROXIMATE BUILDING AREA = 11,230,000 SF

**BOHLER**

GRAPHIC SCALE 1"=100' 30' FEET

**Exhibit G.1**  
**Triangle Development Concept Plan**  
**alternative**





MAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE

OVERLAY ZONE

OVERLAY ZONE

OVERLAY AREA DUAL ZONE  
(CD ZONE) AND COMMERCIAL ZONE

TRIANGLE PARCEL  
COMMERCIAL DEVELOPMENT  
ZONE (CD ZONE)

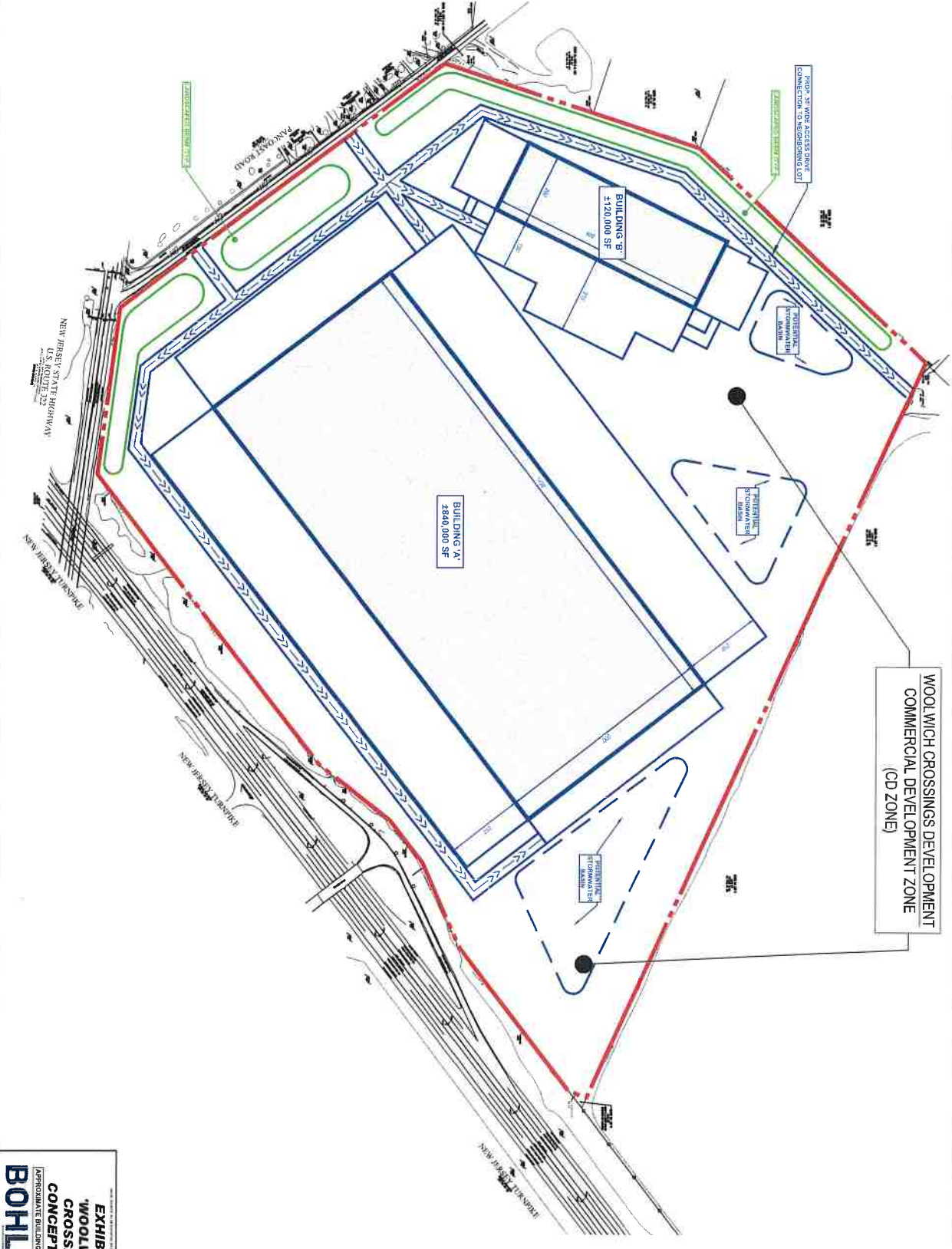
**ZONE LEGEND**

- REAL ZONE AREA
- CD COMMERCIAL DEVELOPMENT A
- COMMERCIAL ZONE

**EXHIBIT G-1**  
**'TRIANGLE**  
**DEVELOPMENT**  
**CONCEPT PLAN'**  
**BOHLER**

GRAPHIC SCALE: 1 INCH = 300 FEET

**Exhibit H**  
**Woolwich Crossings Concept Plan**



WOOLWICH CROSSINGS DEVELOPMENT  
COMMERCIAL DEVELOPMENT ZONE  
(CD ZONE)

BUILDING 1A  
2340,000 SF

BUILDING 1B  
1720,000 SF

**BOHLER**  
EXHIBIT H  
WOOLWICH  
CROSSINGS  
CONCEPT PLAN  
APPROXIMATE BUILDING AREA = 2,800,000 SF



**Exhibit I**  
**Woolwich Commons Concept Plan**





WOOLWICH COMMONS  
DEVELOPMENT  
MIXED USE ZONE  
(MU ZONE)

322

US ROUTE 322

WOOLWICH COMMONS  
DEVELOPMENT  
MIXED USE ZONE  
(MU ZONE)

322

LOTS 5, 8, 9, 10  
BLOCK 51

EXHIBIT 1  
"WOOLWICH COMMONS  
CONCEPT PLAN"

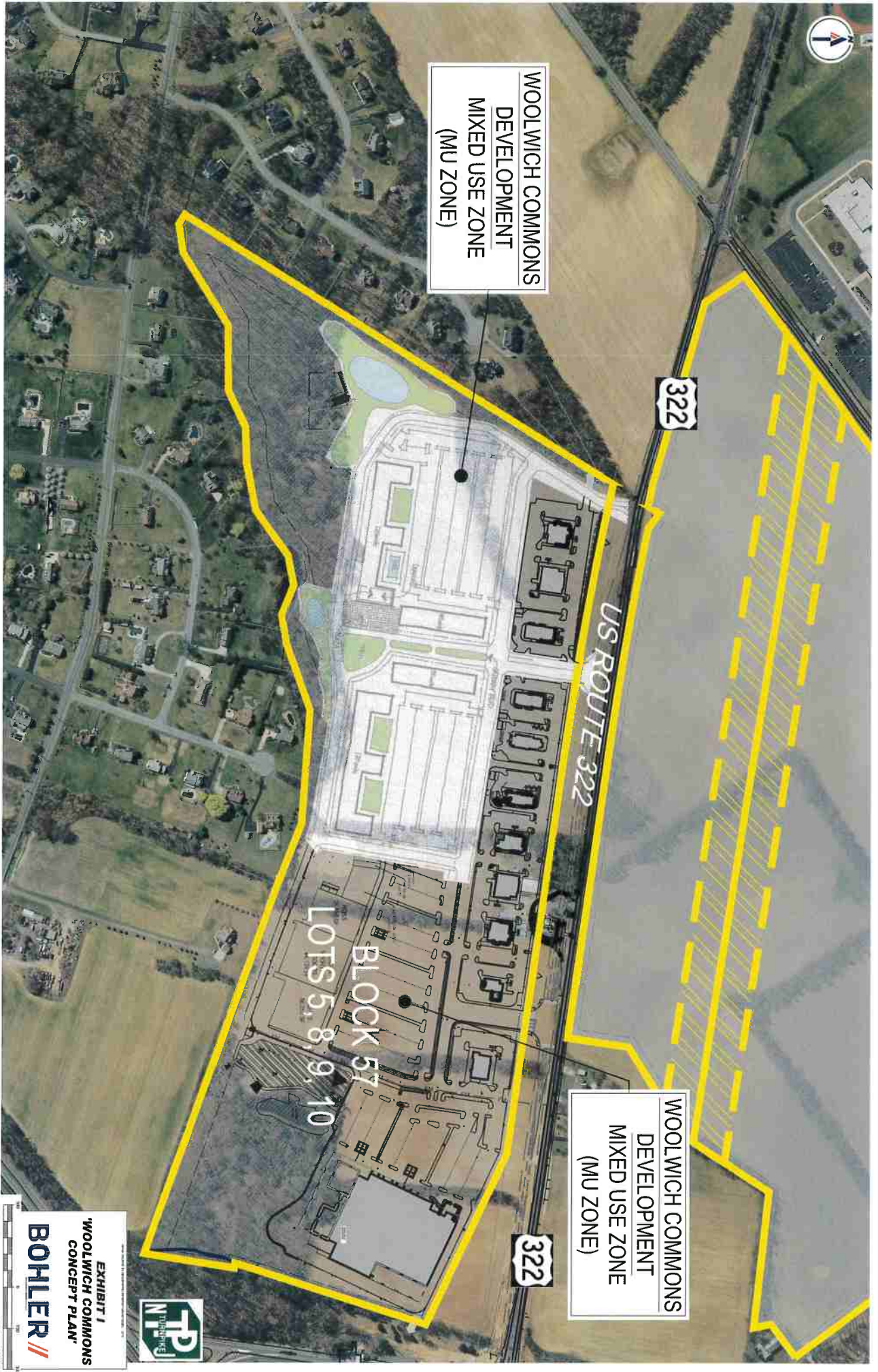
**BOHLER**

PLANNING & ARCHITECTURE

1000 W. 10TH ST. SUITE 100  
DENVER, CO 80202  
TEL: 303.733.1100  
WWW.BOHLERPA.COM

DATE: 08/15/2017

SCALE: 1" = 100'



**Exhibit J**  
**MU Zone Standards**

## MIXED USE ZONE

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

A. The purpose of the Mixed Use Zone is to provide specific zoning controls to accommodate a mix of up to 475 residential units and commercial and retail uses on the property located on U.S. Route 322 (a/k/a Swedesboro Road) designated as Block 57, Lots 5, 8, 9 & 10; This Ordinance is adopted as part of the settlement of In the Matter of the Township of Woolwich, Gloucester County, Superior Court of New Jersey, Gloucester County, Law Division, Docket Nos. L-1068-15, L-1 167-19, and L-1442-19.

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

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

### **Section 2. Regulations Governing the Mixed Use Zone.**

A. Permitted Principal Uses. Any one or more of the following uses shall be permitted by right in the MUZ:

#### **Residential Uses:**

- (1) Single-family Attached dwellings (townhouses)
- (2) Multifamily dwellings.
- (3) Independent senior living, assisted living facilities, continuing care retirement communities, nursing and/or convalescent facilities.

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

- (1) Commercial educational facilities such as tutoring centers, child or adult day care facilities.
- (2) Anchor or magnet stores, shopping centers, supermarkets, wholesale clubs, lumber, hardware and garden centers.

- (3) Bakeries, confectioners.
- (4) Breweries, wineries and distilleries.
- (5) Business and household service uses including repair shops for business equipment, appliances and the shops of tradesmen such as plumbers and electricians.
- (6) Delicatessen/carryout.
- (7) Funeral homes and mortuaries.
- (8) Greenhouses, including retail sales.
- (9) Florists.
- (10) Health and fitness centers; dance and exercise studios.
- (11) Mechanical car wash and automobile detailing services.
- (12) Offices for administrative, executive, professional, business sales, government offices and similar uses, the normal attributes of which do not involve the storage, exchange or delivery of merchandise to the general public.
- (13) Office of banks, credit unions, savings and loan associations and similar financial institutions, not having drive-through facilities for the transaction of business from motor vehicles.
- (14) Office of banks credit unions, savings and loan associations and similar financial institutions, having drive-through facilities for the transaction of business from motor vehicles.
- (15) Office furniture and supplies, auto and rental equipment.
- (16) Hospitals. medical, rehabilitation or dental offices or clinics.
- (17) Outpatient surgical centers.
- (18) Personal service businesses including hair salons, tanning salons, nail salons, dry cleaning outlets, dressmaking or tailor shops, shoe repair shops, printing and reproduction services, shipping centers, package facilities, and similar type uses except for tattoo studios and body piercing establishments unless located in a hair or nail salon.
- (19) Public transportation stations and shelters.
- (20) Recreational and sport facility, indoor and outdoor, commercial.
- (21) Rental halls for meetings and social occasions.

- (22) Repair and maintenance of equipment and machines normally utilized in any of the uses permitted in this district.
- (23) Research, experimental or testing laboratories.
- (24) Restaurant, full service, fast food, or take-out, with or without drive-through, patio and/or curbside pickup.
- (25) Automobile dealership for new or used cars or trucks.
- (26) Brewpubs.
- (27) Taverns and nightclubs serving legal beverages
- (28) Veterinarian office and animal hospital, provided there is no outdoor use area or overnight boarding.
- (29) Utility facilities, including telephone, water, sewer, electricity and gas.
- (30) Wireless telecommunications towers and antenna located entirely within an existing building or on the roof or side of a building or attached to an existing structure.
- (31) Retail sales and services, including newspapers, gifts, novelties, tobacco products, drugs (including marijuana dispensaries), food, clothing, spirits, confections, florist items, books and specialty merchandise, automotive supplies and services, including convenience stores (with or without fuel pumps), with or without drive-through.
- (32) Breweries, wineries and distilleries.
- (33) Theaters for motion pictures, digital streaming and live performances (other than XXX-rated), with or without food and beverage service, including alcoholic beverages.
- (34) Indoor and outdoor amusement, recreation, entertainment and leisure uses not otherwise prohibited.
- (35) Art galleries and studios.
- (36) Dinner theaters.
- (37) Indoor and outdoor farm and food markets including food halls.
- (38) Hotels and motels, extended-stay, conference centers.
- (39) Sale and/or installation of tires, batteries, oil changes and other ancillary automobile maintenance services.
- (40) Public libraries and museums.

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

**B. Permitted Accessory Uses.**

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

- (1) Clubhouse or common amenity area, including, but not limited to: a fitness center; wellness center; swimming pool; leasing office; entertainment center; multi-purpose rooms; meeting rooms; indoor or outdoor resident food and beverage area, including alcoholic beverages, and a business center. Said building or use shall be open only to the residents of the community and their guests and shall not be open to the public at large.
- (2) Detached garages serving residential uses.
- (3) Kiosks, street vending carts, market stalls and food trucks.
- (4) Flag poles; clock towers.
- (5) Parking structures.
- (6) Temporary building or yards for construction materials or equipment, both incidental and necessary to construction in the immediate area.
- (7) Temporary construction trailers.
- (8) Surface parking lots.
- (9) Walls and fences.
- (10) Signage
- (11) Outdoor/Sidewalk sales and display.
- (12) Outdoor/Patio dining areas.
- (13) Outside customer pick-up areas.
- (14) Gas pumps, associated with a retail store or convenience store.
- (15) Drive-thru associated with a bank, ATM, retail store, personal service and/or restaurant or fast-food restaurant, with access from Route 322 only.
- (16) Wireless telecommunications antennas located entirely within an existing building or on the roof or side of a building.
- (17) Regional stormwater detention basin.

- (18) Regional water tank.
- (19) Sewer pump station.
- (20) Any and all other accessory uses or structures which are customarily incidental to any permitted principal use.

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

- (1) Maximum Building Height: 60 feet.
- (2) Minimum lot area: 5 acres.
- (3) Minimum lot width: 18 feet.
- (4) Minimum lot depth: 60 feet.
- (5) Maximum impervious coverage: 80% for the entire tract or development area.
- (6) Minimum yards.
  - (a) Front yard: 15 feet.
  - (b) Side yard: 0 feet to party wall; 5 feet to non-party walls.
  - (c) Rear yard: 15 feet.
  - (d) Minimum distance from Route 322: 50 feet.
- (7) Number of Residential Units
  - (a) Up to 475 residential units may be constructed within the MUZ, provided that less or more residential units may be located within the MUZ and/or the RZ, as long as the total residential unit count between the two districts does not exceed 1,375 units. A total of 90 of the 1,375 residential units must be set aside for low- and moderate-income housing.
  - (b) No transferable development rights (TDRs) shall be required to be purchased to develop the 1,375 units permitted in the RZ and MUZ and both parcels are exempt from the Township's TDR Ordinance.
  - (c) Up to 20% of the total number of residential dwelling units permitted in the MUZ may be townhouses, at the Developer's election.
  - (d) Both multifamily dwellings and townhouses shall be permitted to have above or below ground basements.
  - (e) Each residential unit within a residential use A.(3) senior living facility that contains an individual sleeping area, bathroom and kitchen shall constitute a residential



dwelling unit and shall count towards the total number of residential dwelling units permitted. Each residential unit within a senior living facility that contains an individual sleeping area and bathroom but shares a kitchen with another residential unit shall count toward the total number of residential dwelling units permitted at a ratio of .50 independent living units per dwelling unit.

(8) Parking:

(a) Off-street parking for residential uses shall meet the design standards contained in R.S.I.S. (N.J.A.C. 5:21-4), provided that deviations and/or alternative standards may be permitted by the Joint Land Use Board.

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

(c) Sidewalks shall be provided at building entrances and shall be a minimum of 8 feet in width.

(d) A pedestrian crosswalk shall be provided between residential buildings and the non-residential area of the development.

(e) A pedestrian crosswalk within non-residential areas shall be provided at appropriate intervals.

(9) Permitted Building Projections

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

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

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

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

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

(f) Building height calculations shall exclude building service equipment (e.g., mechanical services, elevator penthouses, condensers, exhaust fans, air-



conditioning and similar equipment), stair enclosures, skylights or atrium structures, and roof-access stairwells, landmark signage structures, and architectural enhancements and appurtenances (e.g., parapets, chimneys, cupolas, steeples, spires, belfries, towers, corner towers, flagpoles and similar elements), provided that such shall not exceed applicable height requirements by greater than 15 feet.

(g) All required setbacks shall be measured from the right-of-way of public streets and from the face of curb or edge of cartway of all internal streets.

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

- (1) Building height: 60 feet maximum.
- (2) Minimum lot area: 2 acres.
- (3) Minimum lot width: 150 feet.
- (4) Minimum lot depth: 200 feet.
- (5) Maximum impervious coverage: 80% of the entire tract or development area.

(6) Minimum yards.

- (a) Front yard: 40 feet from Route 322.
- (b) Side yard: 25 feet from exterior roads only.
- (c) Rear yard: 25 feet.

(7) Parking:

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

(b) Parking for uses within a shopping center shall be provided at a ratio of four spaces per 1,000 square feet of gross leasable area. Parking for stand-alone uses shall be provided at the ratio required by Section 203-82 of the Zoning Ordinance as attached hereto as Exhibit "A".

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

(d) Shared parking shall be permitted. An applicant seeking to satisfy its parking requirement using a shared parking approach shall prepare a parking report that documents how an adequate supply of parking spaces will be provided to satisfy projected parking

demand. The report shall be prepared using procedures presented in the most recent version of the report "Shared Parking," published by the Urban Land Institute. The report shall be prepared using the most current shared parking methodology published by the Urban Land Institute or the Institute of Transportation Engineers.

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

(9) All required setbacks shall be measured from the right-of-way of public streets and from the face of curb or edge of cartway of all internal streets.

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

(11) An 8 foot wide asphalt pedestrian path shall be provided along Route 322. Said path shall be permitted to be located within the required buffer/setback.

E. Landscaped buffers and screening. :

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

DEVELOPMENT ZONE

The area where the majority of development on a site will take place. This area is located outside of the tree protection zone, and is typically where buildings, parking lots and stormwater basins are proposed. Only specimen trees (24 inches and greater) are required to be compensated for within the development zone.

TREE PROTECTION ZONE

An area bounded by the parameters outlined in this Redevelopment Plan where trees are to be preserved as much as possible. All trees 10 inches or greater that are removed from this area must be compensated for.

SPECIMEN TREE

A healthy tree in good condition of 24 inches in diameter or greater.

B. Tree protection management plan.

(1) A tree protection management plan must be submitted at the time of site plan application, if there are one or more live trees of 10 inches in diameter or larger and in good condition and healthy which are proposed to be cut or removed from the property.

(2) Tree protection management plan(s) shall be submitted with each site plan or major subdivision plan application. They shall be on the same size sheets and at the same scale as other corresponding layout plans in the set, and shall contain the following information:

(a) Location of all existing or proposed buildings, driveways, grading, septic fields, easements, underground utility lines, rights-of-way, and other improvements.

(b) Location of existing natural features, including wooded areas, watercourses, wetlands, and floodplains.

(c) The limits of the tree protection zone, according to the following distances from proposed improvements:

[1] House or building: 12 feet.

[2] Pavement (parking lot, driveway, sidewalk): five feet.

[3] Septic fields, underground utilities, the base of berm grading of stormwater management basins, pools, sheds, picnic shelters and other improvements: 10 feet.

(d) The limits of the Development Zone and Tree Protection Zone areas of the property.

(e) Location of all existing specimen trees within the Development Zone area of the property. Each tree shall be noted by its species, size and general health condition. Whenever possible, the actual canopy spread shall be shown, but if it must be estimated, the canopy shall equal 1 1/2 feet of diameter per one inch of trunk diameter.

(f) Identification and location of all existing specimen trees within the Development Zone to be preserved.

(g) Identification and location of all existing specimen trees within the Development Zone to be removed or transplanted.

(h) Location of all existing tree masses within the Tree Protection Zone area of the Property.

(i) Identification and location of all existing trees within the Tree Protection Zone to be removed or transplanted.

(j) A chart tabulating the diameter inches of trees being removed, the required diameter inches to be replaced, and the equivalent number of compensatory trees.

(k) Specifications for the removal of existing trees and for the protection of existing trees to be preserved, including detail(s) of tree protection fencing.

C. Landscape plan requirements.

(1) The landscape plan shall be prepared and sealed by a certified landscape architect or other similarly qualified professional acceptable to the Joint Land Use Board.

(2) Landscape plans shall be submitted with each site plan or major subdivision plan application. They shall be on the same size sheets and at the same scale as other corresponding layout plans in the set, and shall contain the following information:

(a) Existing vegetation to remain and the location of proposed plantings, with transplants and compensatory plants clearly labeled on both the plan and in the planting list/schedule.

(b) Existing and proposed improvements, including structures, utilities, lighting, signage, stormwater management system structures, pavement materials, water features, fences, walls.

(c) All ground plane treatments including seed, sod, ground covers and mulch beds, with beds clearly defined.

(d) Existing and proposed grades, including berm contours.

(e) A plant list on the same sheet, or reference to the sheet on which it appears, which contains a key or symbol reference, corresponding to labels or symbols on the plan; the proposed quantity of each plant species; the scientific and common plant names; the size of the plant at installation; the root condition; plant spacing; and any special specifications or instructions.

(f) Details of the proposed method of planting, staking and tree protection.

(g) Standard planting notes reflecting current industry standards, including, but not limited to, the guarantee period and maintenance commitment.

(4) Detailed planting areas, which are not clearly legible on plans at a smaller scale, shall be shown at a scale of one inch equals 30 feet or larger, to depict the detail. This may be necessary to communicate plantings around signage, project entries, in courtyards, tot-lots or building foundations, for example.

D. Standards for plant material.

(1) Plant species selected shall be suitable to the site's microclimate, be appropriate for the intended function, be proportional to site features, and minimize the amount of maintenance required.

(2) With the exception of transplanted material, all proposed plant materials shall be nursery-grown, disease-free, and shall conform to the standards listed in American Standard for Nursery Stock, ANSI Z60.1, current edition, published by the AmericanHort.

(3) Plant material shall conform to the following minimum sizes and root condition:

(a) Shade and street trees shall have a minimum caliper of 2 inches, measured six inches above ground level, and a minimum height of six feet at installation. At least 50% of tree species shall be native to the region.

(b) Ornamental and flowering trees shall have a minimum height of six feet at installation.

(c) Evergreen trees shall have a minimum height of six feet at installation.

(d) The roots of all trees shall be contained in soil, and shall be balled and burlapped, except as otherwise noted.

(e) Upright and spreading shrubs shall be a minimum height of two feet at planting.

(f) Ground covers, perennials, bulbs and annuals shall be appropriate to type.

(4) A variety of plant species are encouraged to avoid monocultures, to encourage long-lived species, and to promote wildlife habitat. Tree and shrub plantings shall contain the following minimum species mix:

Number of Trees	Minimum Species
1 to 9	1
10 to 49	2
50 to 99	3
100 to 199	4
Over 200	5
Number of Shrubs	Minimum Species

1 to 49	1
50 to 99	3
Over 100	5

(5) Other plant types, such as those marginally hardy to the area or those which have an unusual form, and/or nonvegetative features, such as water or rock gardens, may be incorporated into required planting areas. However, only those plants, which meet the requirements above, may be counted toward satisfying the minimum planting requirements.

(6) All landscape improvements to be provided shall be installed and maintained by accepted practices as recognized by the American Nursery and Landscape Association. Planting and maintenance of vegetation may include, as appropriate, but not necessarily be limited to, provisions for surface mulch, staking and guying, irrigation, fertilization, insect and disease control, pruning, mulching, weeding and watering, and shall be financially secured, guaranteed and maintained in the manner required by Section H. of this Ordinance.

#### E. Transplanted plants.

(1) On a case-by-case basis, provisions may be made for the moving of existing trees, shrubs or other natural features to other locations on the site if requested by the applicant.

(2) When used to satisfy a minimum requirement contained in this section, the transplanted plant materials shall be generally comparable in quantity and size as required nursery-grown material, and shall also be subject to the same protection, maintenance and guarantee requirements of this section.

(3) Transplanted material shall be handled according to the ANLA's guidelines and pruned according to ANSI standards. When pruning, a more conservative crown clearing is recommended, removing up to 25% of the branches.

#### F. Compensatory planting.

(1) Compensatory planting shall be required for each tree of 12 inches in diameter or larger within the Tree Protection Zone that is in good condition and health, and each specimen tree that is in good condition and healthy within the Development Area zone.

(2) Trunk diameters shall be measured according to the following guidelines.

(a) For single-trunked shade trees, at a point 4 1/2 feet above ground level.

(b) For single-trunked ornamental trees, at a point 12 inches above ground level.

(c) For evergreen trees, at a point 12 inches above ground level.

(d) For multitrunked trees that branch between one and 4 1/2 feet above ground level, at a point just below the split.

(e) For multitrunked trees that branch below one foot above grade, the diameter shall be 60% of the sum total of all trunks measured at a point 4 1/2 feet above ground level.

(3) Compensatory trees shall be provided in the following ratios, based on the sum total of the diameter inches of trees being removed. These standards are applicable to both deciduous and evergreen trees. Compensation is not required for shrubs.

(a) For trees 12 to 24 inches in diameter, one inch of new tree caliper shall be provided for every two inches of existing tree diameter cut or removed.

(b) For trees 24 inches in diameter or greater (specimen trees), two inches of new tree caliper shall be provided for every two inches of existing tree diameter cut or removed.

(4) The number of compensatory trees should be calculated from the total diameter inches to be replaced, divided by two, rounded up to the next whole number.

(5) Compensatory trees shall be a minimum of 2" in caliper. Evergreen and ornamental trees may be substituted at a ratio of 2:1 shade tree, for up to 50% of the requirement. Alternative types of compensatory planting may be permitted, when approved by the Joint Land Use Board.

(6) Locations of compensatory trees must be clearly labeled on the landscape plan. They may be placed anywhere on the site, but are in addition to other required trees, such as street trees or buffer requirements.

(7) In the event that the applicant establishes to the satisfaction of the Joint Land Use Board that constraints incident to the land itself (including, without limitation, extreme topography, unsuitable soils, rock outcrops and existing uninterrupted dense canopy) render it impractical to locate on the lot the required number of compensatory trees, then, the applicant shall have the option of (a) installing a portion of the required compensatory trees on other public lands within the Township; (b) contributing to the Township the estimated cost of those trees which cannot practically be installed on the property for later installation of trees on public lands; and/or (c) installing fewer, larger or more valuable compensatory

trees on the lot with an aggregate cost as installed and guaranteed not less than the estimated aggregate cost of the required number of compensatory trees.

G. Street trees.

(1) Street trees shall be required along all existing or proposed public or private streets when they abut or lie within the proposed subdivision or site plan, and are in addition to other required plantings.

(2) Street trees shall be placed in a planting strip located between the proposed sidewalk and curb. Where no sidewalks are proposed and are not planned in the future, the trees shall be placed five feet behind the curb or edge of pavement. Street trees shall not be planted within clear sight triangles and consideration should be given to overhead wires.

(3) Street trees shall comply with the size and spacing requirements below.

(a) Street trees shall be planted along all new or existing residential streets at 40 foot intervals.

(b) Street trees shall be planted along Route 322 at average 40 foot intervals.

(c) Street trees shall be planted along Kings Highway at average 40 foot intervals.

(d) Street trees shall be planted along Pancoast Road at average 45 foot intervals.

(e) Street trees shall be planted along Asbury Station Road at average 45 foot intervals.

(4) Trees shall be distributed along the entire planting strip, although they need not be evenly spaced.

(5) To prevent the total obliteration of sections of trees by disease or insect infestation, a variety of trees shall be used in each street tree planting. Street tree species should not be alternated, but should be grouped at the designer's discretion. This does not preclude the limited use of a singular species of tree to create a strong design statement. In general, no more than 20 trees in a row or in a cluster should be of the same species, unless otherwise approved.

(6) Alternate arrangements to create a special effect (i.e., columnar trees spaced 15 feet on center at a development entry) may be permitted on a case-by-case basis, when approved by the Joint Land Use Board.



(7) Plantings shall not block, impede or interfere with the installation, safe use, operation or maintenance of roadways, sidewalks, sight easements, utilities, and lighting in accordance with the following guidelines.

(a) Five feet from curbs and sidewalks to the center of the tree;

(b) Ten feet from underground utilities;

(c) Fifteen feet from overhead utilities, unless the use of small shade or ornamental trees is approved; and

(d) Trees planted adjacent to sidewalks shall be limbed to a minimum of seven feet.

(8) Plantings prohibited by utility easements may be incorporated into another section of the site.

(9) Plantings shall not be of an invasive nature, weedy or brittle character, easily susceptible to pest infestations and/or diseases, or possess hazardous characteristics (bee-attracting, poisonous, thorny) when used in areas designated for sitting or play.

(10) The street tree requirement may be waived where existing preserved vegetation is considered sufficient to meet these requirements, and is reasonably assured of continued survival.

(11) If tree pits are used within paved areas, they may be covered with tree grates and/or a variety of porous materials; however, the minimum surface area for gas exchange must be 15 square feet per tree, unless otherwise approved by the Joint Land Use Board.

#### H. Landscaping for parking lots, loading and vehicle storage areas.

(1) A screen planting, berm, fence, wall or combination thereof, no less than four feet in height, measured from the center line of the adjacent street, shall be provided between all off-street parking areas with 30 or more parking spaces and any lot line or street line except where a building intervenes or where the distance between such areas and the lot line or street line is greater than 150 feet. Such screen shall be capable of obscuring at least 50% of the glare of automobile headlights.

(2) All site plans/subdivisions that contain parking lots for 75 or more parking spaces shall be designed to include planting islands in order to break the view of parked vehicles in a manner not impairing visibility.

(3) Planting islands, when required, shall conform to the following standards:

(a) One planting island, a minimum of 9 feet wide by 18 feet long, spaced not more than 180 feet apart, or every 50 parking stalls, in single or double bays;

(b) Islands should be placed opposite each other in adjacent rows of parking, to reduce the number of raised islands, and to increase the area available for tree roots.

(c) The last parking stall in a row shall be separated from drive aisles by a planting island, a minimum of nine feet in width

(d) Each planting island shall contain one shade tree plus three shrubs, ground cover, and/or mulch to cover the entire area at maturity. Shrubs located at the ends of the islands shall be maintained at a maximum mature height of 2 1/2 feet for sight line and safety purposes.

(4) Divider strips. All site plans/subdivisions that contain parking lots for 100 or more parking spaces shall be designed to include divider strips in order to break the view of parked vehicles in a manner not impairing visibility. Divider strips, when required, shall conform to the following standards:

(a) Divider strips shall be placed at every fifth bay of parking, running the length of the rows of parking, and be landscaped with plantings of shade, ornamental, and/or flowering trees, plus shrubs, ground cover and/or mulch to cover the entire area at maturity. A "bay of parking" is the width of pavement needed to accommodate either one or two rows of parking stalls plus one access lane.

(b) Divider strips shall be a minimum of 6 feet wide, unless a sidewalk is proposed within the divider strip, then the total width of the divider strip and sidewalk shall be at least 11 feet. An approved root barrier shall be placed along the tree side of the sidewalk..

[1] The quantity of shade trees required shall be calculated at one tree per 50 feet of divider-strip length, exclusive of end islands. Two ornamental trees may be substituted for one shade tree, for up to 50% of the requirement. The trees need not be spaced evenly apart; however, the maximum spacing shall be 50 feet.

[2] The quantity of shrubs shall be calculated at one shrub per 10 feet of divider strip, exclusive of end islands. Shrubs shall be spaced according to size, but not more than five feet apart. Gaps may be placed between the shrub plantings to provide areas for ground covers, decorative mulch beds, artwork, crosswalks, or flowering plants. Shrubs within 10 feet of the ends of the strips shall not exceed 2 1/2 feet in height, so as not to block visibility. This shall not preclude the use of taller shrubs elsewhere within the divider island.

(5) All loading areas shall be landscaped and screened sufficiently to obscure the view of the parked vehicles and loading platforms from any public street throughout the year. Such screening shall be by an extension of the building, a fence, berm, wall, planting or combination thereof and shall not be less than five feet in height at the time of planting, and eight feet in height at maturity.

(6) To prevent conflicts with the opening and closing of automobile doors, and to reduce damage from automobile overhangs, all shrub plantings in parking lot islands and divider strips located adjacent to or abutting parking stalls shall be set back a minimum of one foot from the curb or edge of pavement.

(7) Plantings required within the parking areas are exclusive of other planting requirements such as street trees, buffer and compensatory plantings.

I. Façade Plantings/Building Articulation. In an effort to break up long stretches of facade and provide an enhanced building/pedestrian environment, the developer shall pick one of the following treatment options:

Façade Plantings for Non-Residential Buildings

(1) At the Developer's sole discretion and election, façade plantings may be placed along the sides of buildings facing parking lots and street rights-of-way.

(2) Plantings are suggested for all sides of a non-residential building facing parking lots or areas intended primarily for pedestrian use. Plantings are not suggested along the sides of buildings containing service or loading areas, unless they also face parking areas. If part of a side of the building faces parking, only that portion is subject to these requirements.

(3) Plantings are suggested for all sides of a non-residential building facing a street right-of-way.

(4) Plantings should front a minimum of 50% of the length of the building and any outdoor retail, cafe or occupied areas. Screen plantings are not suggested in front of outdoor sales or cafe areas; however, consideration should be given to placing some of the required trees in front of these areas.

(5) Façade plantings should consist of a minimum of 50% evergreen material to ensure that landscaping is present during the late fall to early spring seasons.

(6) The minimum suggested planting ratio shall be one shade tree per 40 feet of building facade, plus six shrubs (including ornamental grasses with a minimum height of three feet) per 20 feet of building facade, outdoor retail, cafe or other occupied areas. To allow for design flexibility, the following substitutions may be made:

(a) Up to 50% of the suggested quantity of shade trees may be substituted with two ornamental or evergreen trees, or six shrubs, per shade tree.

(b) Up to 25% of the suggested quantity of shrubs may be substituted with two ground cover shrubs or perennials per shrub.

(c) Plantings may be placed in a lawn area, tree pits, and/or planters as appropriate to the character of the development, using the following guidelines as to placement.

(d) Shade trees should be placed at least 15 feet from a building wall. Ornamental and evergreen trees should be placed at least 10 feet from a building wall.

(e) If any tree is located closer than 10 feet to a sidewalk, approved root barriers should be placed along the tree side of the sidewalk for a distance of 12 feet, centered on the trunk.

(f) Planters should be at least 30 inches high, but no higher than 42 inches, and contain drainage holes.

#### Façade Plantings for Multi-Family Residential Buildings

(1) Decorative façade plantings shall be placed adjacent to building entrances in order to provide visual interest and to draw attention to building entrances.

(2) Plantings may be placed in a lawn area, tree pits, and/or planters as appropriate to the character of the development.

#### Building Articulation for Non-Residential Buildings

(1) A combination of two or more of the following building articulation techniques shall be utilized:

(a) Roofline variation.

(b) Arcades, display windows and entry areas.

(c) Wall texture placement and change.

(d) Creation of a horizontal and vertical shadow line.

(e) Offsets and/or breaks in the building line. Offsets can include pilasters, projecting bays, changes in façade materials and balconies. The minimum projection or depth of any individual vertical offset should not be less than 8 inches.

- (f) Patterned walls.
  - (g) Color change.
  - (h) Recessed entrances.
  - (i) All street-facing building walls should have a clearly defined base, body and cap.
  - (j) The base of the building should align with either the kickplate or sill level of the first story.
  - (k) The body section of a building may be horizontally divided at floor, lintel or sill levels with belt courses.
  - (l) The exterior walls of each building shall be constructed of durable permanent architectural materials, i.e., carefully selected brick; stone with a weathered face or polished, fluted, or broken-faced concrete, split-faced block or smooth block.
- (2) The architectural treatment of a façade should be placed along facades facing public streets and parking lots.
  - (3) Preengineered metal buildings, industrial-type structures featuring predominantly painted exteriors, and corrugated metal-sided or clapboard aluminum-sided "Butler" type buildings shall not be permitted.

J. Buffer and Screen Standards

- 1. The primary purpose of screens is to reduce view into lots.
- 2. Type, location and width.
  - (a) Buffers are required in the following locations:
    - [1] Along all lots and streets separating residential and industrial uses from arterial and collector streets;
    - [2] Separating all nonresidential uses from residential uses or zoning districts;
    - [3] On reverse-frontage lots, adjacent to the higher-classified street right-of-way; and
    - [4] Along all state highways and railroad rights-of-way.
  - (b) Screens are required in the following locations:

[1] Along all street lines where loading and storage areas can be seen from the street;

[2] Along all nonaccessible sides of trash enclosures, equipment or storage buildings and yard and utility boxes; and

[3] Around the exterior perimeter of all parking lots or other similar vehicle use areas (i.e., service stations and bank/fast-food drive-through lanes), but not between the parking lot or vehicle use area and a building.

(c) Width of buffers and screens.

[1] Where a nonresidential use is proposed to be developed abutting a residential district, the nonresidential user shall provide a planted buffer 75 feet in width within the nonresidential district.

[2] Where an industrial or manufacturing use is proposed to be developed abutting an office or commercial district, a buffer 50 feet in width shall be located within the district where the development is taking place.

[3] Where a residential use is proposed to be developed abutting a commercial or office district, a twenty-five-foot buffer shall be provided within the residential district.

[4] Where a residential use is proposed to be developed abutting an industrial district, a 75 foot buffer shall be provided within the residential district.

[5] Where a residential use is proposed to be developed abutting a manufacturing district, a buffer 75 feet in width shall be provided within the residential district.

[6] Where a multifamily residential use is proposed to be developed abutting a residential district, a 25 foot buffer shall be provided.

[7] Where a single-family residential use is proposed to be developed abutting another single-family residential district, no buffer is required.

[8] Where a recreation use is proposed to be developed abutting a residential district, a 50 ft. landscaped buffer and berm, which may only include a multi-use trail and associated lighting standards, not to exceed 15 ft. in height, shall be provided. No sports lighting shall be permitted within 100 ft. of the perimeter of the recreation parcel, except for any area abutting train tracks. The height of sports lights shall be limited to 75 ft. and shall only be LED lights.

[9] Where a site is developed with mixed uses (both residential and nonresidential), a buffer 10 feet in width shall be provided between different uses.

(d) Buffer and screen widths shall be measured horizontally. If a reduction in buffer width is granted by the approving authority, then the minimum shrub planting requirements shall be doubled.

(e) The area included in the buffer or screen strip shall be included in calculating the minimum lot area and setback as required by the specific district in which the lot is located. This strip shall be part of the development and shall be designated on the plan: "This strip is reserved for buffering and/or screening. The placement of any structure hereon is prohibited."

3. General buffer and screen composition and planting standards.

(a) Buffer may be comprised of existing vegetation and natural features, proposed new or transplanted vegetation, fences, walls and/or berms. Existing vegetation and natural features may be used as a buffer or screen if such features meet the intent of this section.

(b) No structure, activity, storage of materials or parking of vehicles shall be permitted within a buffer or screen area.

(c) The location and design of buffers and screens shall consider the use being screened, the distance between the use and the property line, differences in elevations, the types of buffers or screens and other combinations of man-made and natural features. The buffer or screen shall be designed, planted, graded, landscaped and developed with the general guidelines that the closer a use or activity is to the property line, or the more intense the use, the more effective the buffer or screen must be in obscuring light and vision, and reducing noise beyond the lot.

(d) The following methods shall be used for the purpose of calculating the amount of plant material required within a buffer or screen.

[1] A buffer length shall be measured at the property line or right-of-way line and shall include all existing or proposed driveway openings or easements.

[2] Where buffer areas overlap, as in the case of side and rear tract boundaries, only the more stringent buffer shall apply in the area of overlap. However, care shall be taken to avoid unplanted gaps in what would be the area of overlap.

[3] The length of the perimeter of stormwater management basins shall be measured along the center of the basin's rim.

(e) All buffer and/or screen plantings for industrial uses along Kings Highway shall require a berm as an integral part of the landscaping.

(f) All plantings shall conform to the size and standards prescribed in this Redevelopment Plan.

(g) At least 50% of all shade trees and 25% of all shrubs shall be native to the region.

(h) At least 50% of the shrubs shall be evergreen.

(i) Up to 50% of the required shade trees may be substituted with ornamental trees at a ratio of two ornamental trees for each shade tree.

(j) Up to 50% of the required shrubs may be substituted with ornamental grasses, which will attain a minimum height of three feet at maturity.

(k) A minimum of 75% of the length of the required buffer width must contain required plantings.

(l) Plants shall be distributed throughout the entire length of buffers and screens, but need not be evenly spaced. However, there shall be no more than 100 feet between shade trees, 50 feet between evergreen trees, and 50 feet between shrub clusters.

(m) Buffer and screen plantings shall be broken at points of vehicular and pedestrian access, outside of clear sight triangles.

(n) The remainder of the buffer area shall be planted with ground covers, including lawn grasses or wild flowers or meadow plantings, as appropriate to the character of the site and adjacent lands.

#### 4. Specific buffer and screen requirements.

(a) Buffers shall contain the following type and quantity of plant material per 100 feet of buffer length.

[1] Buffers 25 feet wide or greater: two shade trees, four evergreen trees, and 20 shrubs.

[2] Buffers up to 25 feet wide: two shade trees, two evergreen trees, and 20 shrubs.

(b) Screens shall contain the following type and quantity of plant material:



[1] Loading/storage areas and trash enclosures shall be screened using evergreen trees and shrubs that will achieve 80% opacity after five years growth.

[2] If a decorative wall or solid fence is proposed, then a low screen may be used consisting of, at a minimum, evergreen and/or deciduous shrubs a minimum of three feet in height at time of planting.

[3] If no wall or fence is proposed and vegetation will act as the only screen, then a high screen consisting of large evergreen shrubs, spaced no more than four feet on center or as needed to form a continuous screen of eight feet in height after five years' growth, or evergreen trees spaced 12 feet on center, with evergreen shrubs placed between the evergreen trees, shall be planted.

(c) Stormwater management basins shall be screened based on the following quantities of plants unless designed as a wet basin, located within open space, and/or utilized as an amenity, in which case no screening is required:

[1] One shade tree, plus two evergreen trees, plus 10 shrubs, plus either 20 groundcover shrubs or 300 herbaceous groundcover plants or bulbs per 150 feet of basin perimeter length.

[2] Up to 50% of the groundcover shrubs may be substituted with perennials at a rate of two perennials per groundcover shrub.

[3] Basin headwall and other structures shall be partially screened with required plantings; however, plantings shall not impede the basin's function.

(c) If a use is not listed, the screen most suited to the use shall be used.

#### **F. Stormwater Management**

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

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

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

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

(2) The developer shall furnish a performance guarantee to include, within an approved phase or section of a development privately-owned perimeter buffer landscaping, as required by N.J.S.A. 40:55D-53(1)(b).

(3) The developer shall furnish to the municipality a "safety and stabilization guarantee," in favor of the municipality as described in N.J.S.A. 40:55D-53(1)(d). At the developer's option, a "safety and stabilization guarantee" may be furnished either as a separate guarantee or as a line item of the performance guarantee.

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

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

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

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

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

(7) The developer shall post with the municipality, upon the inspection and issuance of final approval of the following private site improvements by the municipal engineer, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: stormwater management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the stormwater management system, if any, which cost shall be determined according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4).

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

(9) Temporary Certificate of Occupancy.

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

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

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

(10) Inspection Fees.

(A) The obligor shall reimburse the municipality for reasonable inspection fees paid to the municipal engineer for the foregoing inspection of improvements as described in N.J.S.A. 40:55D-53.h.

EXHIBIT A

Township of Woolwich, NJ  
Thursday, April 22, 2021

## Chapter 203. Zoning

### Part 1. Zoning Regulations

#### Article IX. Parking and Loading

##### § 203-81. Off-street parking schedule.

- A. All uses permitted in this chapter or hereafter permitted in any of the zones herein established shall provide as a minimum the number of off-street parking spaces specified in the following schedule:
  - (1) Residential:
    - (a) For single-family detached, single-family semidetached and two-family dwellings: two parking spaces per dwelling unit.
    - (b) For single-family attached and multifamily dwellings: 2 1/2 parking spaces per dwelling unit, except dwellings specifically intended for the elderly, in which case one parking space per dwelling unit.
  - (2) Hotels/motels:
    - (a) One parking space per sleeping or dwelling unit.
    - (b) If restaurant or convention services are included in the facility, then parking requirements for these services must be met according to this chapter in addition to those required for hotel/motel units.
  - (3) Professional offices, general offices, banks: one parking space for every 250 square feet of building area or major fraction thereof.
  - (4) Home professional office: minimum of three parking spaces per dwelling and one additional parking space per employee.
  - (5) Retail and personal service stores and other service establishments: one parking space for every 200 square feet of building area or major fraction thereof, plus one space for every two employees.
  - (6) Public garages, gasoline service stations, motor vehicle sales and service:

- (a) One parking space for every 300 square feet of building area or major fraction thereof.
  - (b) Plus one per two employees.
- (7) Restaurants, cafeterias, taverns, bars:
- (a) Indoor service only: one space for every four seats for customers; one per two employees.
  - (b) Drive-in: one space for every 25 square feet of building area, plus one per two employees.
- (8) Auditoriums, churches, theaters, stadiums, assembly halls, community centers, dance halls, roller skating rinks and other places of public assembly: one parking space for every four persons who may be legally admitted under the state fire prevention laws.
- (9) Hospitals, nursing homes, similar institutional uses for the care of the ill or aged:
- (a) One parking space for every four beds.
  - (b) Plus one space for every two employees in the largest working shift.
- (10) Industrial manufacturing: one parking space for every two employees in the largest working shift.
- (11) Schools:
- (a) Elementary and junior high school: one space for each vehicle owned or operated by the school, plus three spaces for each faculty member, plus one space for each five seats in the auditorium or gymnasium.
  - (b) Senior high school: one space for each vehicle owned or operated by the school, plus seven spaces for each faculty member, plus one space for each administrative office.
- (12) Recreational facilities, clubs and service organizations:
- (a) Parks and other outdoor recreation sites: four parking spaces for each gross acre of land up to 50 acres, and one parking space per gross acre of land above 50 acres, except where it can be demonstrated that the site is primarily intended for pedestrian access, in which case these requirements may be reduced accordingly.
  - (b) Recreation centers, clubs and service organizations, skating rinks: one parking space for every 400 square feet of gross floor area.
- (13) Supermarkets: 4.5 parking spaces for every 1,000 square feet of building area.  
[Added 4-6-2020 by Ord. No. 2020-07; amended 5-18-2020 by Ord. No. 2020-10]

B. Design standards.

- (1) Off-street parking areas shall be designed to prevent maneuvering or storage of vehicles within any portion of an entrance driveway that is within the right-of-way line of any public street. Off-street parking areas shall be so designed to permit all vehicles to turn

around on the site, thus preventing the necessity of any vehicle backing onto a public street in the following cases:

- (a) Where five or more off-street parking spaces are provided on a lot fronting on a public street.
  - (b) Where off-street parking is provided on any lot fronting on an arterial or major collector street.
- (2) No required off-street parking space, including adjacent parking access lanes or maneuvering space, shall be located within the existing or proposed right-of-way of any public street, including the sidewalk area.
- (3) Parking location. Location of parking areas shall meet the following requirements:
- (a) Off-street parking spaces shall be provided as specified in this chapter and shall be provided with necessary driveways. All such spaces shall be deemed to be required space on the lot on which the same is situated unless otherwise stated and shall not thereafter be encroached upon or reduced in any manner.
  - (b) No parking shall be permitted in any designated fire lanes, streets, driveways, aisles, sidewalks or turning areas.
  - (c) Parking spaces for apartments/townhouses shall be within 100 feet of the building being served.
  - (d) No parking shall be permitted in any required buffer or screen areas.
  - (e) No parking shall be permitted, and appropriate screening or landscaping shall be required within the front yard according to the following schedule:

District	Screen Width (feet)
LIO	20

- (f) Parking areas in all nonresidential districts shall be set back a minimum of 10 feet unless cross easements are provided, and 25 feet where adjacent to a residential district.
- (g) Parking pads in front of detached and attached dwellings shall be a minimum distance of five feet from any building line. Ingress and egress to parking areas shall be a minimum of 10 feet in width.

(4) Lighting.

[Amended 6-6-2005 by Ord. No. 2005-16]

- (a) Illumination for all parking facilities, other than those required for agricultural use and dwelling unit use, shall be provided during nighttime operating hours. Direct illumination shall be shielded from streets and adjoining properties, and adequate provision shall be made to shield residential uses from the glare of motor vehicles.
- (b) The minimum level of lighting in any portion of the parking lot shall be not less than 0.25 footcandles. The average horizontal illumination level of lighting within the parking lot shall not be less than 0.5 footcandles nor greater than two footcandles. The

maximum level of lighting in any portion of the parking lot shall not be greater than three footcandles, except directly under the light fixtures where a maximum of 10 footcandles is permitted.

- (c) The minimum level of lighting along any portion of walkway not part of a parking lot shall not be less than 0.5 footcandles. The maximum level of lighting along any portion of the walkway not part of a parking lot shall be not greater than three footcandles.
  - (d) Searchlights, strobe lights and laser lights used for advertising or entertainment are not permitted.
  - (e) Light shields are to be used on all lights to control glare. At no time shall the light source be visible from adjacent properties. A maximum of 0.25 footcandles is permitted at any property line and/or right-of-way line.
  - (f) The lighting plan should take into consideration the hours of operation of the proposed use. The lights should be designed so that they can be reduced or turned off when they are not necessary. A timer may be necessary to regulate the hours.
  - (g) All lighting shall be shielded to prevent glare for drivers or pedestrians from light trespass beyond the property line.
  - (h) Emergency lighting by police, fire and rescue and other authorities is exempt from this code.
  - (i) In addition, all lighting shall comply with the requirements of Article V, § 149-37, of Chapter 149, Site Plan Review.
- (5) Combined parking requirements. Collective provision of off-street parking facilities by two or more buildings or uses located on adjacent lots is permitted to allow for the sharing of parking for commercial and multiple-use centers according to the following schedule:
- (a) For buildings or groups of uses of less than 10,000 square feet, the total parking shall not be less than the sum of the requirements for the various individual uses computed separately.
  - (b) Where the total area of a nonresidential use is greater than 10,000 square feet, but less than 30,000 square feet, the total number of parking spaces provided shall equal one car for every 200 square feet of gross floor area. Additional parking shall be provided for residential uses built in conjunction with a multiple-use center of this size and shall equal at least 1.5 spaces for each dwelling unit.
  - (c) Where the total nonresidential use is greater than 30,000 square feet, the number of off-street parking spaces provided shall equal five for every 1,000 square feet of gross floor area. In commercial or multiple-use centers of this size, which, in addition to retail shops and services, contain residential and/or office spaces, additional parking shall be provided according to the following:
    - [1] Residential: one parking space for each dwelling unit.
    - [2] Office: one parking space for each 300 square feet of floor area which exceeds 20% of the total nonresidential use floor area.

- (6) Surfacing and curbing. All parking and loading facilities shall be surfaced with an asphaltic, bituminous cement or other bound pavement so as to provide a durable and dust-free surface and shall be so graded and drained as to dispose of all surface water

accumulation within the area. Surface water drainage from any parking, loading or other paved area shall comply with the requirements of Chapter 149, Site Plan Review, and Chapter 163, Subdivision of Land. Parking areas required for single-family detached or attached dwellings are excepted from the provisions of this chapter.

- (7) Landscaping of loading areas. All loading areas shall be landscaped and screened sufficiently to obscure the view of the loading platform or other loading facility from any public street, residential use or zone and the front yards of adjacent commercial or industrial use. Such screening may consist of fencing or walls in conformance with the requirements of this chapter in combination with landscaping.
- (8) Shopping carts. Any establishment which furnishes carts or mobile baskets as an adjunct to shopping shall provide definite areas within the required parking space areas for storage of said carts. Each designated storage area shall be curbed to delineate and separate the parking area from the collected shopping carts and shall be so designated as to not impede the vehicular or pedestrian circulation pattern. Collection points shall have a minimum capacity of 20 shopping carts and shall be so designated by no more than one sign per area with two faces, pole-mounted.
- (9) The following interior circulation, access and traffic control design standards shall be applicable:
  - (a) All driveways, except residential driveways on major and minor collector and local streets, to any public street or highway shall be located at least 200 feet from the center line of the intersection of any two street lines and shall be designed in manner conducive to safe ingress and egress as determined by the Planning Board or, where applicable, the Township Committee. Where practicable, exits shall be located on minor, rather than major, streets or highways. Residential driveways shall be not closer than 50 feet to the center line of the intersection of any two street lines.
  - (b) No design shall be approved which is likely to create traffic hazards endangering the public safety. Safety requirements which may be imposed in such a review shall include traffic control devices, acceleration or deceleration lanes, turning lanes, traffic and lane markings and signs.
  - (c) Interior driveways shall be at least 24 feet wide where used with ninety-degree angle parking and at least 18 feet wide where used with forty-five-degree parking. Where there is no parking, interior driveways shall be at least 15 feet wide for one-way traffic movement and at least 22 feet wide for two-way traffic movement.
- (10) In the Light Industrial/Office District the following standards shall apply:
  - (a) Off-street parking shall be provided to the rear of the front building setback line. Parking and paving within the front setback shall be limited to:
    - [1] Visitor designated parking.
    - [2] A dropoff area.
  - (b) Structured parking may be used to supply all or any portion of the required off-street parking. The structured parking may be attached, freestanding, underlying the building, or any combination thereof.



- (c) Parking areas shall be arranged so as to encourage through traffic to separate parking areas serving other buildings or developments.
- (11) Driveway openings shall be a minimum of 24 feet but no more than 34 feet.
- (12) Landscaping of parking areas. Each on-site parking facility shall be designed to minimize the removal of any tree in excess of five inches in caliper. Each facility shall have a minimum of 200 square feet of contiguous landscaped area for each 30 spaces or portion thereof consisting of shrubs with a mature height of not more than three feet and deciduous trees with branches not less than seven feet in height, but in no event shall there be less than the area contained in the required traffic islands. Such space shall be distributed throughout the parking bays in order to visually break the view of long rows of parked cars in a manner not impairing sight triangles. Parking areas in excess of 200 parking spaces shall have landscaped berms, a minimum of two feet in height, above the parking area grade between any public street and any accessway, driveway, drive aisle, loading area or parking bay.
- (13) Traffic islands. Traffic islands shall be provided to separate each parking bay of double-stacked parking rows from any internal collector drive. The minimum width of the traffic islands shall be eight feet. For parking areas in excess of 250 cars, one traffic island, a minimum width of 10 feet, separating the two rows of parking in one parking bay, shall be provided for each four rows in an alternating pattern. Each traffic island shall be landscaped in accordance with Subsection **B(9)** of this section.
- (14) Landscaping shall be provided as approved by the Planning Board or Zoning Board within the site and around its perimeter to provide shade, to designate entrances, to screen parking areas from the road, to buffer services and utility areas and to provide aesthetic interest throughout the year. Along Route 322, a berm with plantings may be required as determined by the Township Planner to screen parking areas from the road.
- (15) Parking space dimensions. The following dimensions for parking spaces shall apply:
- (a) Residential uses: nine feet wide by 18 feet deep.
  - (b) Commercial uses: 10 feet by 20 feet deep.
  - (c) Office, industrial and government uses: a minimum of 50% of all parking spaces shall be 10 feet wide by 20 feet deep, and the remainder may be nine feet wide by 18 feet deep.

**Exhibit K**  
**Commercial Zone Standards**

## COMMERCIAL ZONE

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

**A.** The purpose of the Commercial Zone is to provide specific zoning controls to accommodate commercial and retail uses on a portion of the property located on U.S. Route 322 (a/k/a Swedesboro Road) designated as Block 60, Lot 1. This Ordinance is adopted as part of the settlement of In the Matter of the Township of Woolwich, Gloucester County, Superior Court of New Jersey, Gloucester County, Law Division, Docket Nos. L-1068-15, L-1 167-19, and L-1442-19.

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

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

### **Section 2. Regulations Governing the Commercial Zone.**

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

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

- (1) Child or adult day care facilities.
- (2) Anchor or magnet stores, shopping centers, supermarkets, wholesale clubs, lumber, hardware and garden centers.
- (3) Bakeries, confectioners.
- (4) Breweries, wineries and distilleries.
- (5) Business and household service uses including repair shops for business equipment, appliances and the shops of tradesmen such as plumbers and electricians.
- (6) Delicatessen/carryout.
- (7) Funeral homes and mortuaries.

- (8) Greenhouses, including retail sales.
- (9) Florists.
- (10) Health and fitness centers; dance and exercise studios.
- (11) Mechanical car wash, automobile detailing facility.
- (12) Offices for administrative, executive, professional, business sales, government offices and similar uses, the normal attributes of which do not involve the storage, exchange or delivery of merchandise to the general public.
- (13) Office of banks, credit unions, savings and loan associations and other similar financial institutions not having drive-through facilities for the transaction of business from motor vehicles.
- (14) Office of banks, credit unions, savings and loan associations and other similar financial institutions having drive-through facilities for the transaction of business from motor vehicles.
- (15) Office furniture and supplies, auto and rental equipment.
- (16) Hospitals, outpatient medical, rehabilitation or dental offices or clinics.
- (17) Outpatient surgical centers.
- (18) Personal service businesses including hair salons, tanning salons, nail salons, dry cleaning outlets, dressmaking or tailor shops, shoe repair shops, printing and reproduction services, shipping centers, package facilities, and similar type uses except for tattoo studios and body piercing establishments unless located in a hair or nail salon.
- (19) Public transportation stations and shelters.
- (20) Recreational and sport facility, indoor and outdoor, commercial.
- (21) Rental halls for meetings and social occasions.
- (22) Repair and maintenance of equipment and machines normally utilized in any of the uses permitted in this district.
- (23) Research, experimental or testing laboratories.
- (24) Restaurant, full service, fast food, or take-out, with or without drive-through, patio and/or curbside pickup Restaurant, full service or fast food freestanding, no drive-through.
- (25) Brewpubs.

(26) Veterinarian office and animal hospital, provided there is no outdoor use area or overnight boarding.

(27) Automobile dealerships for new or used cars and trucks.

(28) Utility facilities, including telephone, water, sewer, electricity and gas.

(29) Wireless telecommunications towers and antenna located entirely within an existing building or on the roof or side of a building or attached to an existing structure.

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

(31) Breweries, wineries and distilleries.

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

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

(34) Art galleries and studios.

(35) Dinner theaters.

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

(37) Hotels and motels, extended-stay, conference centers.

(38) Sale and/or installation of tires, batteries, oil changes and other ancillary automobile maintenance services.

(39) Public libraries and museums.

(40) Commercial educational facilities such as tutoring centers, but not including private schools or nursery schools.

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

#### **B. Permitted Accessory Uses.**

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

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

- (2) Flag poles; clock towers.
- (3) Parking structures.
- (4) Temporary building or yards for construction materials or equipment, both incidental and necessary to construction in the immediate area.
- (5) Temporary construction trailers.
- (6) Surface parking lots.
- (7) Walls and fences.
- (8) Signage
- (9) Outdoor/Sidewalk sales and display.
- (10) Outdoor/Patio dining areas.
- (11) Outside customer pick-up areas.
- (12) Gas pumps, associated with a retail store or convenience store.
- (13) Drive-thru associated with a bank, ATM, retail store, personal service and/or restaurant or fast-food restaurant, provided that drive-thru access is from Route 322 or Kings Highway.
- (14) Wireless telecommunications antennas located entirely within an existing building or on the roof or side of a building.
- (15) Regional stormwater detention basin.
- (16) Regional water tank.
- (17) Sewer pump station.
- (18) Any and all other accessory uses or structures which are customarily incidental to any permitted principal use.

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

- (1) Building height: 60 feet maximum.
- (2) Minimum lot area: 5 acres.
- (3) Minimum lot width: 100 feet.
- (4) Minimum lot depth: 150 feet.

(5) Maximum impervious coverage: 80% of the entire tract or development area.

(6) Minimum yards.

(a) Front yard: 40 feet from Route 322 and Kings Highway.

(b) Side yard: 25 feet

(c) Rear yard: 25 feet.

(7) Parking:

(a) Off-street parking stalls shall be 9 feet by 18 feet and, where practical, applicants may provide up to 10% of required parking inventory in the form of compact parking stalls measuring 8 feet by 18 feet. Parking spaces shall not be utilized for outdoor display and/or sales of retail products.

(b) Parking shall be provided at a ratio of four spaces per 1,000 square feet of gross leasable area for uses located within a shopping center. All stand-alone commercial uses shall be parked at the ratio required by Section 203-81 of the Zoning Ordinance as attached hereto as Exhibit "A".

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

(d) Sidewalks shall be provided at building entrances and shall be a minimum of 8 feet in width.

(e) Pedestrian crosswalks shall be provided at appropriate intervals.

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

(8) Patios shall be set back a minimum of 5 feet from side and rear property lines,

(9) Required setbacks adjacent to Kings Highway and US Route 322 shall be measured from the right-of-way. All required setbacks from internal roads shall be measured from face of curb or edge of cartway.

(10) Buildings.

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

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

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

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

(12) Landscaped buffers and edges:

A. Definitions. As used in this section, the following terms shall have the meanings indicated:

#### DEVELOPMENT ZONE

The area where the majority of development on a site will take place. This area is located outside of the tree protection zone, and is typically where buildings, parking lots and stormwater basins are proposed. Only specimen trees (24 inches and greater) are required to be compensated for within the development zone.

#### TREE PROTECTION ZONE

An area bounded by the parameters outlined in this Redevelopment Plan where trees are to be preserved as much as possible. All trees 10 inches or greater that are removed from this area must be compensated for.

#### SPECIMEN TREE

A healthy tree in good condition of 24 inches in diameter or greater.

B. Tree protection management plan.

(1) A tree protection management plan must be submitted at the time of site plan application, if there are one or more live trees of 10 inches in diameter or larger and in good condition and healthy which are proposed to be cut or removed from the property.

(2) Tree protection management plan(s) shall be submitted with each site plan or major subdivision plan application. They shall be on the same size sheets



and at the same scale as other corresponding layout plans in the set, and shall contain the following information:

(a) Location of all existing or proposed buildings, driveways, grading, septic fields, easements, underground utility lines, rights-of-way, and other improvements.

(b) Location of existing natural features, including wooded areas, watercourses, wetlands, and floodplains.

(c) The limits of the tree protection zone, according to the following distances from proposed improvements:

[1] House or building: 12 feet.

[2] Pavement (parking lot, driveway, sidewalk): five feet.

[3] Septic fields, underground utilities, the base of berm grading of stormwater management basins, pools, sheds, picnic shelters and other improvements: 10 feet.

(d) The limits of the Development Zone and Tree Protection Zone areas of the property.

(e) Location of all existing specimen trees within the Development Zone area of the property. Each tree shall be noted by its species, size and general health condition. Whenever possible, the actual canopy spread shall be shown, but if it must be estimated, the canopy shall equal 1 1/2 feet of diameter per one inch of trunk diameter.

(f) Identification and location of all existing specimen trees within the Development Zone to be preserved.

(g) Identification and location of all existing specimen trees within the Development Zone to be removed or transplanted.

(h) Location of all existing tree masses within the Tree Protection Zone area of the Property.

(i) Identification and location of all existing trees within the Tree Protection Zone to be removed or transplanted.

(j) A chart tabulating the diameter inches of trees being removed, the required diameter inches to be replaced, and the equivalent number of compensatory trees.

(k) Specifications for the removal of existing trees and for the protection of existing trees to be preserved, including detail(s) of tree protection fencing.

C. Landscape plan requirements.

(1) The landscape plan shall be prepared and sealed by a certified landscape architect or other similarly qualified professional acceptable to the Joint Land Use Board.

(2) Landscape plans shall be submitted with each site plan or major subdivision plan application. They shall be on the same size sheets and at the same scale as other corresponding layout plans in the set, and shall contain the following information:

(a) Existing vegetation to remain and the location of proposed plantings, with transplants and compensatory plants clearly labeled on both the plan and in the planting list/schedule.

(b) Existing and proposed improvements, including structures, utilities, lighting, signage, stormwater management system structures, pavement materials, water features, fences, walls.

(c) All ground plane treatments including seed, sod, ground covers and mulch beds, with beds clearly defined.

(d) Existing and proposed grades, including berm contours.

(e) A plant list on the same sheet, or reference to the sheet on which it appears, which contains a key or symbol reference, corresponding to labels or symbols on the plan; the proposed quantity of each plant species; the scientific and common plant names; the size of the plant at installation; the root condition; plant spacing; and any special specifications or instructions.

(f) Details of the proposed method of planting, staking and tree protection.

(g) Standard planting notes reflecting current industry standards, including, but not limited to, the guarantee period and maintenance commitment.

(4) Detailed planting areas, which are not clearly legible on plans at a smaller scale, shall be shown at a scale of one inch equals 30 feet or larger, to depict the detail. This may be necessary to communicate plantings around signage, project entries, in courtyards, tot-lots or building foundations, for example.

D. Standards for plant material.

(1) Plant species selected shall be suitable to the site's microclimate, be appropriate for the intended function, be proportional to site features, and minimize the amount of maintenance required.

(2) With the exception of transplanted material, all proposed plant materials shall be nursery-grown, disease-free, and shall conform to the standards listed in American Standard for Nursery Stock, ANSI Z60.1, current edition, published by the AmericanHort.

(3) Plant material shall conform to the following minimum sizes and root condition:

(a) Shade and street trees shall have a minimum caliper of 2 inches, measured six inches above ground level, and a minimum height of six feet at installation. At least 50% of tree species shall be native to the region.

(b) Ornamental and flowering trees shall have a minimum height of six feet at installation.

(c) Evergreen trees shall have a minimum height of six feet at installation.

(d) The roots of all trees shall be contained in soil, and shall be balled and burlapped, except as otherwise noted.

(e) Upright and spreading shrubs shall be a minimum height of two feet at planting.

(f) Ground covers, perennials, bulbs and annuals shall be appropriate to type.

(4) A variety of plant species are encouraged to avoid monocultures, to encourage long-lived species, and to promote wildlife habitat. Tree and shrub plantings shall contain the following minimum species mix:

Number of Trees	Minimum Species
1 to 9	1
10 to 49	2
50 to 99	3
100 to 199	4
Over 200	5
Number of Shrubs	Minimum Species

1 to 49	1
50 to 99	3
Over 100	5

(5) Other plant types, such as those marginally hardy to the area or those which have an unusual form, and/or nonvegetative features, such as water or rock gardens, may be incorporated into required planting areas. However, only those plants, which meet the requirements above, may be counted toward satisfying the minimum planting requirements.

(6) All landscape improvements to be provided shall be installed and maintained by accepted practices as recognized by the American Nursery and Landscape Association. Planting and maintenance of vegetation may include, as appropriate, but not necessarily be limited to, provisions for surface mulch, staking and guying, irrigation, fertilization, insect and disease control, pruning, mulching, weeding and watering, and shall be financially secured, guaranteed and maintained in the manner required by Section H. of this Ordinance.

#### E. Transplanted plants.

(1) On a case-by-case basis, provisions may be made for the moving of existing trees, shrubs or other natural features to other locations on the site if requested by the applicant.

(2) When used to satisfy a minimum requirement contained in this section, the transplanted plant materials shall be generally comparable in quantity and size as required nursery-grown material, and shall also be subject to the same protection, maintenance and guarantee requirements of this section.

(3) Transplanted material shall be handled according to the ANLA's guidelines and pruned according to ANSI standards. When pruning, a more conservative crown clearing is recommended, removing up to 25% of the branches.

#### F. Compensatory planting.

(1) Compensatory planting shall be required for each tree of 12 inches in diameter or larger within the Tree Protection Zone that is in good condition and health, and each specimen tree that is in good condition and healthy within the Development Area zone.

(2) Trunk diameters shall be measured according to the following guidelines.

(a) For single-trunked shade trees, at a point 4 1/2 feet above ground level.

(b) For single-trunked ornamental trees, at a point 12 inches above ground level.

(c) For evergreen trees, at a point 12 inches above ground level.

(d) For multitrunked trees that branch between one and 4 1/2 feet above ground level, at a point just below the split.

(e) For multitrunked trees that branch below one foot above grade, the diameter shall be 60% of the sum total of all trunks measured at a point 4 1/2 feet above ground level.

(3) Compensatory trees shall be provided in the following ratios, based on the sum total of the diameter inches of trees being removed. These standards are applicable to both deciduous and evergreen trees. Compensation is not required for shrubs.

(a) For trees 12 to 24 inches in diameter, one inch of new tree caliper shall be provided for every two inches of existing tree diameter cut or removed.

(b) For trees 24 inches in diameter or greater (specimen trees), two inches of new tree caliper shall be provided for every two inches of existing tree diameter cut or removed.

(4) The number of compensatory trees should be calculated from the total diameter inches to be replaced, divided by two, rounded up to the next whole number.

(5) Compensatory trees shall be a minimum of 2" in caliper. Evergreen and ornamental trees may be substituted at a ratio of 2:1 shade tree, for up to 50% of the requirement. Alternative types of compensatory planting may be permitted, when approved by the Joint Land Use Board.

(6) Locations of compensatory trees must be clearly labeled on the landscape plan. They may be placed anywhere on the site, but are in addition to other required trees, such as street trees or buffer requirements.

(7) In the event that the applicant establishes to the satisfaction of the Joint Land Use Board that constraints incident to the land itself (including, without limitation, extreme topography, unsuitable soils, rock outcrops and existing uninterrupted dense canopy) render it impractical to locate on the lot the required number of compensatory trees, then, the applicant shall have the option of (a) installing a portion of the required compensatory trees on other public lands within the Township; (b) contributing to the Township the estimated cost of those trees which cannot practically be installed on the property for later installation of trees on public lands; and/or (c) installing fewer, larger or more valuable compensatory

trees on the lot with an aggregate cost as installed and guaranteed not less than the estimated aggregate cost of the required number of compensatory trees.

G. Street trees.

(1) Street trees shall be required along all existing or proposed public or private streets when they abut or lie within the proposed subdivision or site plan, and are in addition to other required plantings.

(2) Street trees shall be placed in a planting strip located between the proposed sidewalk and curb. Where no sidewalks are proposed and are not planned in the future, the trees shall be placed five feet behind the curb or edge of pavement. Street trees shall not be planted within clear sight triangles and consideration should be given to overhead wires.

(3) Street trees shall comply with the size and spacing requirements below.

(a) Street trees shall be planted along all new or existing residential streets at 40 foot intervals.

(b) Street trees shall be planted along Route 322 at average 40 foot intervals.

(c) Street trees shall be planted along Kings Highway at average 40 foot intervals.

(d) Street trees shall be planted along Pancoast Road at average 45 foot intervals.

(e) Street trees shall be planted along Asbury Station Road at average 45 foot intervals.

(4) Trees shall be distributed along the entire planting strip, although they need not be evenly spaced.

(5) To prevent the total obliteration of sections of trees by disease or insect infestation, a variety of trees shall be used in each street tree planting. Street tree species should not be alternated, but should be grouped at the designer's discretion. This does not preclude the limited use of a singular species of tree to create a strong design statement. In general, no more than 20 trees in a row or in a cluster should be of the same species, unless otherwise approved.

(6) Alternate arrangements to create a special effect (i.e., columnar trees spaced 15 feet on center at a development entry) may be permitted on a case-by-case basis, when approved by the Joint Land Use Board.

(7) Plantings shall not block, impede or interfere with the installation, safe use, operation or maintenance of roadways, sidewalks, sight easements, utilities, and lighting in accordance with the following guidelines.

(a) Five feet from curbs and sidewalks to the center of the tree;

(b) Ten feet from underground utilities;

(c) Fifteen feet from overhead utilities, unless the use of small shade or ornamental trees is approved; and

(d) Trees planted adjacent to sidewalks shall be limbed to a minimum of seven feet.

(8) Plantings prohibited by utility easements may be incorporated into another section of the site.

(9) Plantings shall not be of an invasive nature, weedy or brittle character, easily susceptible to pest infestations and/or diseases, or possess hazardous characteristics (bee-attracting, poisonous, thorny) when used in areas designated for sitting or play.

(10) The street tree requirement may be waived where existing preserved vegetation is considered sufficient to meet these requirements, and is reasonably assured of continued survival.

(11) If tree pits are used within paved areas, they may be covered with tree grates and/or a variety of porous materials; however, the minimum surface area for gas exchange must be 15 square feet per tree, unless otherwise approved by the Joint Land Use Board.

#### H. Landscaping for parking lots, loading and vehicle storage areas.

(1) A screen planting, berm, fence, wall or combination thereof, no less than four feet in height, measured from the center line of the adjacent street, shall be provided between all off-street parking areas with 30 or more parking spaces and any lot line or street line except where a building intervenes or where the distance between such areas and the lot line or street line is greater than 150 feet. Such screen shall be capable of obscuring at least 50% of the glare of automobile headlights.

(2) All site plans/subdivisions that contain parking lots for 75 or more parking spaces shall be designed to include planting islands in order to break the view of parked vehicles in a manner not impairing visibility.

(3) Planting islands, when required, shall conform to the following standards:

(a) One planting island, a minimum of 9 feet wide by 18 feet long, spaced not more than 180 feet apart, or every 50 parking stalls, in single or double bays;

(b) Islands should be placed opposite each other in adjacent rows of parking, to reduce the number of raised islands, and to increase the area available for tree roots.

(c) The last parking stall in a row shall be separated from drive aisles by a planting island, a minimum of nine feet in width

(d) Each planting island shall contain one shade tree plus three shrubs, ground cover, and/or mulch to cover the entire area at maturity. Shrubs located at the ends of the islands shall be maintained at a maximum mature height of 2 1/2 feet for sight line and safety purposes.

(4) Divider strips. All site plans/subdivisions that contain parking lots for 100 or more parking spaces shall be designed to include divider strips in order to break the view of parked vehicles in a manner not impairing visibility. Divider strips, when required, shall conform to the following standards:

(a) Divider strips shall be placed at every fifth bay of parking, running the length of the rows of parking, and be landscaped with plantings of shade, ornamental, and/or flowering trees, plus shrubs, ground cover and/or mulch to cover the entire area at maturity. A "bay of parking" is the width of pavement needed to accommodate either one or two rows of parking stalls plus one access lane.

(b) Divider strips shall be a minimum of 6 feet wide, unless a sidewalk is proposed within the divider strip, then the total width of the divider strip and sidewalk shall be at least 11 feet. An approved root barrier shall be placed along the tree side of the sidewalk..

[1] The quantity of shade trees required shall be calculated at one tree per 50 feet of divider-strip length, exclusive of end islands. Two ornamental trees may be substituted for one shade tree, for up to 50% of the requirement. The trees need not be spaced evenly apart; however, the maximum spacing shall be 50 feet.

[2] The quantity of shrubs shall be calculated at one shrub per 10 feet of divider strip, exclusive of end islands. Shrubs shall be spaced according to size, but not more than five feet apart. Gaps may be placed between the shrub plantings to provide areas for ground covers, decorative mulch beds, artwork, crosswalks, or flowering plants. Shrubs within 10 feet of the ends of the strips shall not exceed 2 1/2 feet in height, so as not to block visibility. This shall not preclude the use of taller shrubs elsewhere within the divider island.



(5) All loading areas shall be landscaped and screened sufficiently to obscure the view of the parked vehicles and loading platforms from any public street throughout the year. Such screening shall be by an extension of the building, a fence, berm, wall, planting or combination thereof and shall not be less than five feet in height at the time of planting, and eight feet in height at maturity.

(6) To prevent conflicts with the opening and closing of automobile doors, and to reduce damage from automobile overhangs, all shrub plantings in parking lot islands and divider strips located adjacent to or abutting parking stalls shall be set back a minimum of one foot from the curb or edge of pavement.

(7) Plantings required within the parking areas are exclusive of other planting requirements such as street trees, buffer and compensatory plantings.

I. Façade Plantings/Building Articulation. In an effort to break up long stretches of facade and provide an enhanced building/pedestrian environment, the developer shall pick one of the following treatment options:

Façade Plantings for Non-Residential Buildings

(1) At the Developer's sole discretion and election, façade plantings may be placed along the sides of buildings facing parking lots and street rights-of-way.

(2) Plantings are suggested for all sides of a non-residential building facing parking lots or areas intended primarily for pedestrian use. Plantings are not suggested along the sides of buildings containing service or loading areas, unless they also face parking areas. If part of a side of the building faces parking, only that portion is subject to these requirements.

(3) Plantings are suggested for all sides of a non-residential building facing a street right-of-way.

(4) Plantings should front a minimum of 50% of the length of the building and any outdoor retail, cafe or occupied areas. Screen plantings are not suggested in front of outdoor sales or cafe areas; however, consideration should be given to placing some of the required trees in front of these areas.

(5) Façade plantings should consist of a minimum of 50% evergreen material to ensure that landscaping is present during the late fall to early spring seasons.

(6) The minimum suggested planting ratio shall be one shade tree per 40 feet of building facade, plus six shrubs (including ornamental grasses with a minimum height of three feet) per 20 feet of building facade, outdoor retail, cafe or other occupied areas. To allow for design flexibility, the following substitutions may be made:

(a) Up to 50% of the suggested quantity of shade trees may be substituted with two ornamental or evergreen trees, or six shrubs, per shade tree.

(b) Up to 25% of the suggested quantity of shrubs may be substituted with two ground cover shrubs or perennials per shrub.

(c) Plantings may be placed in a lawn area, tree pits, and/or planters as appropriate to the character of the development, using the following guidelines as to placement.

(d) Shade trees should be placed at least 15 feet from a building wall. Ornamental and evergreen trees should be placed at least 10 feet from a building wall.

(e) If any tree is located closer than 10 feet to a sidewalk, approved root barriers should be placed along the tree side of the sidewalk for a distance of 12 feet, centered on the trunk.

(f) Planters should be at least 30 inches high, but no higher than 42 inches, and contain drainage holes.

#### Façade Plantings for Multi-Family Residential Buildings

(1) Decorative façade plantings shall be placed adjacent to building entrances in order to provide visual interest and to draw attention to building entrances.

(2) Plantings may be placed in a lawn area, tree pits, and/or planters as appropriate to the character of the development.

#### Building Articulation for Non-Residential Buildings

(1) A combination of two or more of the following building articulation techniques shall be utilized:

(a) Roofline variation.

(b) Arcades, display windows and entry areas.

(c) Wall texture placement and change.

(d) Creation of a horizontal and vertical shadow line.

(e) Offsets and/or breaks in the building line. Offsets can include pilasters, projecting bays, changes in façade materials and balconies. The minimum projection or depth of any individual vertical offset should not be less than 8 inches.

- (f) Patterned walls.
- (g) Color change.
- (h) Recessed entrances.
- (i) All street-facing building walls should have a clearly defined base, body and cap.
- (j) The base of the building should align with either the kickplate or sill level of the first story.
- (k) The body section of a building may be horizontally divided at floor, lintel or sill levels with belt courses.
- (l) The exterior walls of each building shall be constructed of durable permanent architectural materials, i.e., carefully selected brick; stone with a weathered face or polished, fluted, or broken-faced concrete, split-faced block or smooth block.
- (2) The architectural treatment of a façade should be placed along facades facing public streets and parking lots.
- (3) Preengineered metal buildings, industrial-type structures featuring predominantly painted exteriors, and corrugated metal-sided or clapboard aluminum-sided "Butler" type buildings shall not be permitted.

J. Buffer and Screen Standards

- 1. The primary purpose of screens is to reduce view into lots.
- 2. Type, location and width.

(a) Buffers are required in the following locations:

[1] Along all lots and streets separating residential and industrial uses from arterial and collector streets;

[2] Separating all nonresidential uses from residential uses or zoning districts;

[3] On reverse-frontage lots, adjacent to the higher-classified street right-of-way; and

[4] Along all state highways and railroad rights-of-way.

(b) Screens are required in the following locations:

[1] Along all street lines where loading and storage areas can be seen from the street;

[2] Along all nonaccessible sides of trash enclosures, equipment or storage buildings and yard and utility boxes; and

[3] Around the exterior perimeter of all parking lots or other similar vehicle use areas (i.e., service stations and bank/fast-food drive-through lanes), but not between the parking lot or vehicle use area and a building.

(c) Width of buffers and screens.

[1] Where a nonresidential use is proposed to be developed abutting a residential district, the nonresidential user shall provide a planted buffer 75 feet in width within the nonresidential district.

[2] Where an industrial or manufacturing use is proposed to be developed abutting an office or commercial district, a buffer 50 feet in width shall be located within the district where the development is taking place.

[3] Where a residential use is proposed to be developed abutting a commercial or office district, a twenty-five-foot buffer shall be provided within the residential district.

[4] Where a residential use is proposed to be developed abutting an industrial district, a 75 foot buffer shall be provided within the residential district.

[5] Where a residential use is proposed to be developed abutting a manufacturing district, a buffer 75 feet in width shall be provided within the residential district.

[6] Where a multifamily residential use is proposed to be developed abutting a residential district, a 25 foot buffer shall be provided.

[7] Where a single-family residential use is proposed to be developed abutting another single-family residential district, no buffer is required.

[8] Where a recreation use is proposed to be developed abutting a residential district, a 50 ft. landscaped buffer and berm, which may only include a multi-use trail and associated lighting standards, not to exceed 15 ft. in height, shall be provided. No sports lighting shall be permitted within 100 ft. of the perimeter of the recreation parcel, except for any area abutting train tracks. The height of sports lights shall be limited to 75 ft. and shall only be LED lights.

[9] Where a site is developed with mixed uses (both residential and nonresidential), a buffer 10 feet in width shall be provided between different uses.

(d) Buffer and screen widths shall be measured horizontally. If a reduction in buffer width is granted by the approving authority, then the minimum shrub planting requirements shall be doubled.

(e) The area included in the buffer or screen strip shall be included in calculating the minimum lot area and setback as required by the specific district in which the lot is located. This strip shall be part of the development and shall be designated on the plan: "This strip is reserved for buffering and/or screening. The placement of any structure hereon is prohibited."

3. General buffer and screen composition and planting standards.

(a) Buffer may be comprised of existing vegetation and natural features, proposed new or transplanted vegetation, fences, walls and/or berms. Existing vegetation and natural features may be used as a buffer or screen if such features meet the intent of this section.

(b) No structure, activity, storage of materials or parking of vehicles shall be permitted within a buffer or screen area.

(c) The location and design of buffers and screens shall consider the use being screened, the distance between the use and the property line, differences in elevations, the types of buffers or screens and other combinations of man-made and natural features. The buffer or screen shall be designed, planted, graded, landscaped and developed with the general guidelines that the closer a use or activity is to the property line, or the more intense the use, the more effective the buffer or screen must be in obscuring light and vision, and reducing noise beyond the lot.

(d) The following methods shall be used for the purpose of calculating the amount of plant material required within a buffer or screen.

[1] A buffer length shall be measured at the property line or right-of-way line and shall include all existing or proposed driveway openings or easements.

[2] Where buffer areas overlap, as in the case of side and rear tract boundaries, only the more stringent buffer shall apply in the area of overlap. However, care shall be taken to avoid unplanted gaps in what would be the area of overlap.

[3] The length of the perimeter of stormwater management basins shall be measured along the center of the basin's rim.

(e) All buffer and/or screen plantings for industrial uses along Kings Highway shall require a berm as an integral part of the landscaping.

(f) All plantings shall conform to the size and standards prescribed in this Redevelopment Plan.

(g) At least 50% of all shade trees and 25% of all shrubs shall be native to the region.

(h) At least 50% of the shrubs shall be evergreen.

(i) Up to 50% of the required shade trees may be substituted with ornamental trees at a ratio of two ornamental trees for each shade tree.

(j) Up to 50% of the required shrubs may be substituted with ornamental grasses, which will attain a minimum height of three feet at maturity.

(k) A minimum of 75% of the length of the required buffer width must contain required plantings.

(l) Plants shall be distributed throughout the entire length of buffers and screens, but need not be evenly spaced. However, there shall be no more than 100 feet between shade trees, 50 feet between evergreen trees, and 50 feet between shrub clusters.

(m) Buffer and screen plantings shall be broken at points of vehicular and pedestrian access, outside of clear sight triangles.

(n) The remainder of the buffer area shall be planted with ground covers, including lawn grasses or wild flowers or meadow plantings, as appropriate to the character of the site and adjacent lands.

4. Specific buffer and screen requirements.

(a) Buffers shall contain the following type and quantity of plant material per 100 feet of buffer length.

[1] Buffers 25 feet wide or greater: two shade trees, four evergreen trees, and 20 shrubs.

[2] Buffers up to 25 feet wide: two shade trees, two evergreen trees, and 20 shrubs.

(b) Screens shall contain the following type and quantity of plant material:

[1] Loading/storage areas and trash enclosures shall be screened using evergreen trees and shrubs that will achieve 80% opacity after five years growth.

[2] If a decorative wall or solid fence is proposed, then a low screen may be used consisting of, at a minimum, evergreen and/or deciduous shrubs a minimum of three feet in height at time of planting.

[3] If no wall or fence is proposed and vegetation will act as the only screen, then a high screen consisting of large evergreen shrubs, spaced no more than four feet on center or as needed to form a continuous screen of eight feet in height after five years' growth, or evergreen trees spaced 12 feet on center, with evergreen shrubs placed between the evergreen trees, shall be planted.

(c) Stormwater management basins shall be screened based on the following quantities of plants unless designed as a wet basin, located within open space, and/or utilized as an amenity, in which case no screening is required:

[1] One shade tree, plus two evergreen trees, plus 10 shrubs, plus either 20 groundcover shrubs or 300 herbaceous groundcover plants or bulbs per 150 feet of basin perimeter length.

[2] Up to 50% of the groundcover shrubs may be substituted with perennials at a rate of two perennials per groundcover shrub.

[3] Basin headwall and other structures shall be partially screened with required plantings; however, plantings shall not impede the basin's function.

(c) If a use is not listed, the screen most suited to the use shall be used.

(13) Buildings.

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

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

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

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

(15) Area, bulk and dimensional requirements for off-premises advertising signs shall be governed by Title 16. Transportation, Chapter 41C. Roadside Sign Control and Outdoor Advertising (N.J.A.C. 16:41C). In addition, there shall be no more than one off-premises advertising sign facing Route 322 and one off-premises advertising sign facing the New Jersey Turnpike.

#### **D. Boundary Tolerance**

The district boundary line between the CZ and the CCSD District may be extended for either portion of the lot by up to 125 feet based upon the development and zoning eventually used as elected by Developer.

#### **E. Stormwater Management**

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

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

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

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

(2) The developer shall furnish a performance guarantee to include, within an approved phase or section of a development privately-owned perimeter buffer landscaping, as required by N.J.S.A. 40:55D-53(1)(b).



(3) The developer shall furnish to the municipality a "safety and stabilization guarantee," in favor of the municipality as described in N.J.S.A. 40:55D-53(1)(d). At the developer's option, a "safety and stabilization guarantee" may be furnished either as a separate guarantee or as a line item of the performance guarantee.

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

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

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

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

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

(7) The developer shall post with the municipality, upon the inspection and issuance of final approval of the following private site improvements by the municipal engineer, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: stormwater management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the stormwater management system, if any, which cost shall be determined according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4).

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

(9) Temporary Certificate of Occupancy.

(a) In the event that a developer shall seek a temporary certificate of occupancy for a development, unit, lot, building, or phase of development, as a condition of the issuance thereof the developer shall furnish a separate guarantee, referred to herein

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

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

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

(10) Inspection Fees.

The obligor shall reimburse the municipality for reasonable inspection fees paid to the municipal engineer for the foregoing inspection of improvements as described in N.J.S.A. 40:55D-53.h.

EXHIBIT A

Township of Woolwich, NJ  
Thursday, April 22, 2021

## Chapter 203. Zoning

### Part 1. Zoning Regulations

#### Article IX. Parking and Loading

##### § 203-81. Off-street parking schedule.

- A. All uses permitted in this chapter or hereafter permitted in any of the zones herein established shall provide as a minimum the number of off-street parking spaces specified in the following schedule:
  - (1) Residential:
    - (a) For single-family detached, single-family semidetached and two-family dwellings: two parking spaces per dwelling unit.
    - (b) For single-family attached and multifamily dwellings: 2 1/2 parking spaces per dwelling unit, except dwellings specifically intended for the elderly, in which case one parking space per dwelling unit.
  - (2) Hotels/motels:
    - (a) One parking space per sleeping or dwelling unit.
    - (b) If restaurant or convention services are included in the facility, then parking requirements for these services must be met according to this chapter in addition to those required for hotel/motel units.
  - (3) Professional offices, general offices, banks: one parking space for every 250 square feet of building area or major fraction thereof.
  - (4) Home professional office: minimum of three parking spaces per dwelling and one additional parking space per employee.
  - (5) Retail and personal service stores and other service establishments: one parking space for every 200 square feet of building area or major fraction thereof, plus one space for every two employees.
  - (6) Public garages, gasoline service stations, motor vehicle sales and service:

- (a) One parking space for every 300 square feet of building area or major fraction thereof.
  - (b) Plus one per two employees.
- (7) Restaurants, cafeterias, taverns, bars:
- (a) Indoor service only: one space for every four seats for customers; one per two employees.
  - (b) Drive-in: one space for every 25 square feet of building area, plus one per two employees.
- (8) Auditoriums, churches, theaters, stadiums, assembly halls, community centers, dance halls, roller skating rinks and other places of public assembly: one parking space for every four persons who may be legally admitted under the state fire prevention laws.
- (9) Hospitals, nursing homes, similar institutional uses for the care of the ill or aged:
- (a) One parking space for every four beds.
  - (b) Plus one space for every two employees in the largest working shift.
- (10) Industrial manufacturing: one parking space for every two employees in the largest working shift.
- (11) Schools:
- (a) Elementary and junior high school: one space for each vehicle owned or operated by the school, plus three spaces for each faculty member, plus one space for each five seats in the auditorium or gymnasium.
  - (b) Senior high school: one space for each vehicle owned or operated by the school, plus seven spaces for each faculty member, plus one space for each administrative office.
- (12) Recreational facilities, clubs and service organizations:
- (a) Parks and other outdoor recreation sites: four parking spaces for each gross acre of land up to 50 acres, and one parking space per gross acre of land above 50 acres, except where it can be demonstrated that the site is primarily intended for pedestrian access, in which case these requirements may be reduced accordingly.
  - (b) Recreation centers, clubs and service organizations, skating rinks: one parking space for every 400 square feet of gross floor area.
- (13) Supermarkets: 4.5 parking spaces for every 1,000 square feet of building area.  
[Added 4-6-2020 by Ord. No. 2020-07; amended 5-18-2020 by Ord. No. 2020-10]
- B. Design standards.
- (1) Off-street parking areas shall be designed to prevent maneuvering or storage of vehicles within any portion of an entrance driveway that is within the right-of-way line of any public street. Off-street parking areas shall be so designed to permit all vehicles to turn

around on the site, thus preventing the necessity of any vehicle backing onto a public street in the following cases:

- (a) Where five or more off-street parking spaces are provided on a lot fronting on a public street.
  - (b) Where off-street parking is provided on any lot fronting on an arterial or major collector street.
- (2) No required off-street parking space, including adjacent parking access lanes or maneuvering space, shall be located within the existing or proposed right-of-way of any public street, including the sidewalk area.
- (3) Parking location. Location of parking areas shall meet the following requirements:
- (a) Off-street parking spaces shall be provided as specified in this chapter and shall be provided with necessary driveways. All such spaces shall be deemed to be required space on the lot on which the same is situated unless otherwise stated and shall not thereafter be encroached upon or reduced in any manner.
  - (b) No parking shall be permitted in any designated fire lanes, streets, driveways, aisles, sidewalks or turning areas.
  - (c) Parking spaces for apartments/townhouses shall be within 100 feet of the building being served.
  - (d) No parking shall be permitted in any required buffer or screen areas.
  - (e) No parking shall be permitted, and appropriate screening or landscaping shall be required within the front yard according to the following schedule:

District	Screen Width (feet)
LIO	20

- (f) Parking areas in all nonresidential districts shall be set back a minimum of 10 feet unless cross easements are provided, and 25 feet where adjacent to a residential district.
- (g) Parking pads in front of detached and attached dwellings shall be a minimum distance of five feet from any building line. Ingress and egress to parking areas shall be a minimum of 10 feet in width.

(4) Lighting.

[Amended 6-6-2005 by Ord. No. 2005-16]

- (a) Illumination for all parking facilities, other than those required for agricultural use and dwelling unit use, shall be provided during nighttime operating hours. Direct illumination shall be shielded from streets and adjoining properties, and adequate provision shall be made to shield residential uses from the glare of motor vehicles.
- (b) The minimum level of lighting in any portion of the parking lot shall be not less than 0.25 footcandles. The average horizontal illumination level of lighting within the parking lot shall not be less than 0.5 footcandles nor greater than two footcandles. The

maximum level of lighting in any portion of the parking lot shall not be greater than three footcandles, except directly under the light fixtures where a maximum of 10 footcandles is permitted.

- (c) The minimum level of lighting along any portion of walkway not part of a parking lot shall not be less than 0.5 footcandles. The maximum level of lighting along any portion of the walkway not part of a parking lot shall be not greater than three footcandles.
- (d) Searchlights, strobe lights and laser lights used for advertising or entertainment are not permitted.
- (e) Light shields are to be used on all lights to control glare. At no time shall the light source be visible from adjacent properties. A maximum of 0.25 footcandles is permitted at any property line and/or right-of-way line.
- (f) The lighting plan should take into consideration the hours of operation of the proposed use. The lights should be designed so that they can be reduced or turned off when they are not necessary. A timer may be necessary to regulate the hours.
- (g) All lighting shall be shielded to prevent glare for drivers or pedestrians from light trespass beyond the property line.
- (h) Emergency lighting by police, fire and rescue and other authorities is exempt from this code.
- (i) In addition, all lighting shall comply with the requirements of Article V, § 149-37, of Chapter 149, Site Plan Review.

(5) Combined parking requirements. Collective provision of off-street parking facilities by two or more buildings or uses located on adjacent lots is permitted to allow for the sharing of parking for commercial and multiple-use centers according to the following schedule:

- (a) For buildings or groups of uses of less than 10,000 square feet, the total parking shall not be less than the sum of the requirements for the various individual uses computed separately.
- (b) Where the total area of a nonresidential use is greater than 10,000 square feet, but less than 30,000 square feet, the total number of parking spaces provided shall equal one car for every 200 square feet of gross floor area. Additional parking shall be provided for residential uses built in conjunction with a multiple-use center of this size and shall equal at least 1.5 spaces for each dwelling unit.
- (c) Where the total nonresidential use is greater than 30,000 square feet, the number of off-street parking spaces provided shall equal five for every 1,000 square feet of gross floor area. In commercial or multiple-use centers of this size, which, in addition to retail shops and services, contain residential and/or office spaces, additional parking shall be provided according to the following:

[1] Residential: one parking space for each dwelling unit.

[2] Office: one parking space for each 300 square feet of floor area which exceeds 20% of the total nonresidential use floor area.

(6) Surfacing and curbing. All parking and loading facilities shall be surfaced with an asphaltic, bituminous cement or other bound pavement so as to provide a durable and dust-free surface and shall be so graded and drained as to dispose of all surface water

accumulation within the area. Surface water drainage from any parking, loading or other paved area shall comply with the requirements of Chapter 149, Site Plan Review, and Chapter 163, Subdivision of Land. Parking areas required for single-family detached or attached dwellings are excepted from the provisions of this chapter.

- (7) Landscaping of loading areas. All loading areas shall be landscaped and screened sufficiently to obscure the view of the loading platform or other loading facility from any public street, residential use or zone and the front yards of adjacent commercial or industrial use. Such screening may consist of fencing or walls in conformance with the requirements of this chapter in combination with landscaping.
- (8) Shopping carts. Any establishment which furnishes carts or mobile baskets as an adjunct to shopping shall provide definite areas within the required parking space areas for storage of said carts. Each designated storage area shall be curbed to delineate and separate the parking area from the collected shopping carts and shall be so designated as to not impede the vehicular or pedestrian circulation pattern. Collection points shall have a minimum capacity of 20 shopping carts and shall be so designated by no more than one sign per area with two faces, pole-mounted.
- (9) The following interior circulation, access and traffic control design standards shall be applicable:
  - (a) All driveways, except residential driveways on major and minor collector and local streets, to any public street or highway shall be located at least 200 feet from the center line of the intersection of any two street lines and shall be designed in manner conducive to safe ingress and egress as determined by the Planning Board or, where applicable, the Township Committee. Where practicable, exits shall be located on minor, rather than major, streets or highways. Residential driveways shall be not closer than 50 feet to the center line of the intersection of any two street lines.
  - (b) No design shall be approved which is likely to create traffic hazards endangering the public safety. Safety requirements which may be imposed in such a review shall include traffic control devices, acceleration or deceleration lanes, turning lanes, traffic and lane markings and signs.
  - (c) Interior driveways shall be at least 24 feet wide where used with ninety-degree angle parking and at least 18 feet wide where used with forty-five-degree parking. Where there is no parking, interior driveways shall be at least 15 feet wide for one-way traffic movement and at least 22 feet wide for two-way traffic movement.
- (10) In the Light Industrial/Office District the following standards shall apply:
  - (a) Off-street parking shall be provided to the rear of the front building setback line. Parking and paving within the front setback shall be limited to:
    - [1] Visitor designated parking.
    - [2] A dropoff area.
  - (b) Structured parking may be used to supply all or any portion of the required off-street parking. The structured parking may be attached, freestanding, underlying the building, or any combination thereof.

- (c) Parking areas shall be arranged so as to encourage through traffic to separate parking areas serving other buildings or developments.
- (11) Driveway openings shall be a minimum of 24 feet but no more than 34 feet.
- (12) Landscaping of parking areas. Each on-site parking facility shall be designed to minimize the removal of any tree in excess of five inches in caliper. Each facility shall have a minimum of 200 square feet of contiguous landscaped area for each 30 spaces or portion thereof consisting of shrubs with a mature height of not more than three feet and deciduous trees with branches not less than seven feet in height, but in no event shall there be less than the area contained in the required traffic islands. Such space shall be distributed throughout the parking bays in order to visually break the view of long rows of parked cars in a manner not impairing sight triangles. Parking areas in excess of 200 parking spaces shall have landscaped berms, a minimum of two feet in height, above the parking area grade between any public street and any accessway, driveway, drive aisle, loading area or parking bay.
- (13) Traffic islands. Traffic islands shall be provided to separate each parking bay of double-stacked parking rows from any internal collector drive. The minimum width of the traffic islands shall be eight feet. For parking areas in excess of 250 cars, one traffic island, a minimum width of 10 feet, separating the two rows of parking in one parking bay, shall be provided for each four rows in an alternating pattern. Each traffic island shall be landscaped in accordance with Subsection **B(9)** of this section.
- (14) Landscaping shall be provided as approved by the Planning Board or Zoning Board within the site and around its perimeter to provide shade, to designate entrances, to screen parking areas from the road, to buffer services and utility areas and to provide aesthetic interest throughout the year. Along Route 322, a berm with plantings may be required as determined by the Township Planner to screen parking areas from the road.
- (15) Parking space dimensions. The following dimensions for parking spaces shall apply:
- (a) Residential uses: nine feet wide by 18 feet deep.
  - (b) Commercial uses: 10 feet by 20 feet deep.
  - (c) Office, industrial and government uses: a minimum of 50% of all parking spaces shall be 10 feet wide by 20 feet deep, and the remainder may be nine feet wide by 18 feet deep.



**Exhibit L**  
**Overlay Area Between Triangle Parcel**  
**and MS Strip Parcel**



KINGS HWY (CR 557)

322

APPROXIMATELY  
±125' WIDE

APPROXIMATELY  
±125' WIDE

APPROXIMATELY  
±500' WIDE

OVERLAY ZONE

OVERLAY ZONE

BLOCK 60, LOTS 1 & 2 ARE SUBJECT  
TO FUTURE LOT MODIFICATIONS,  
(RE-SUBDIVISION)

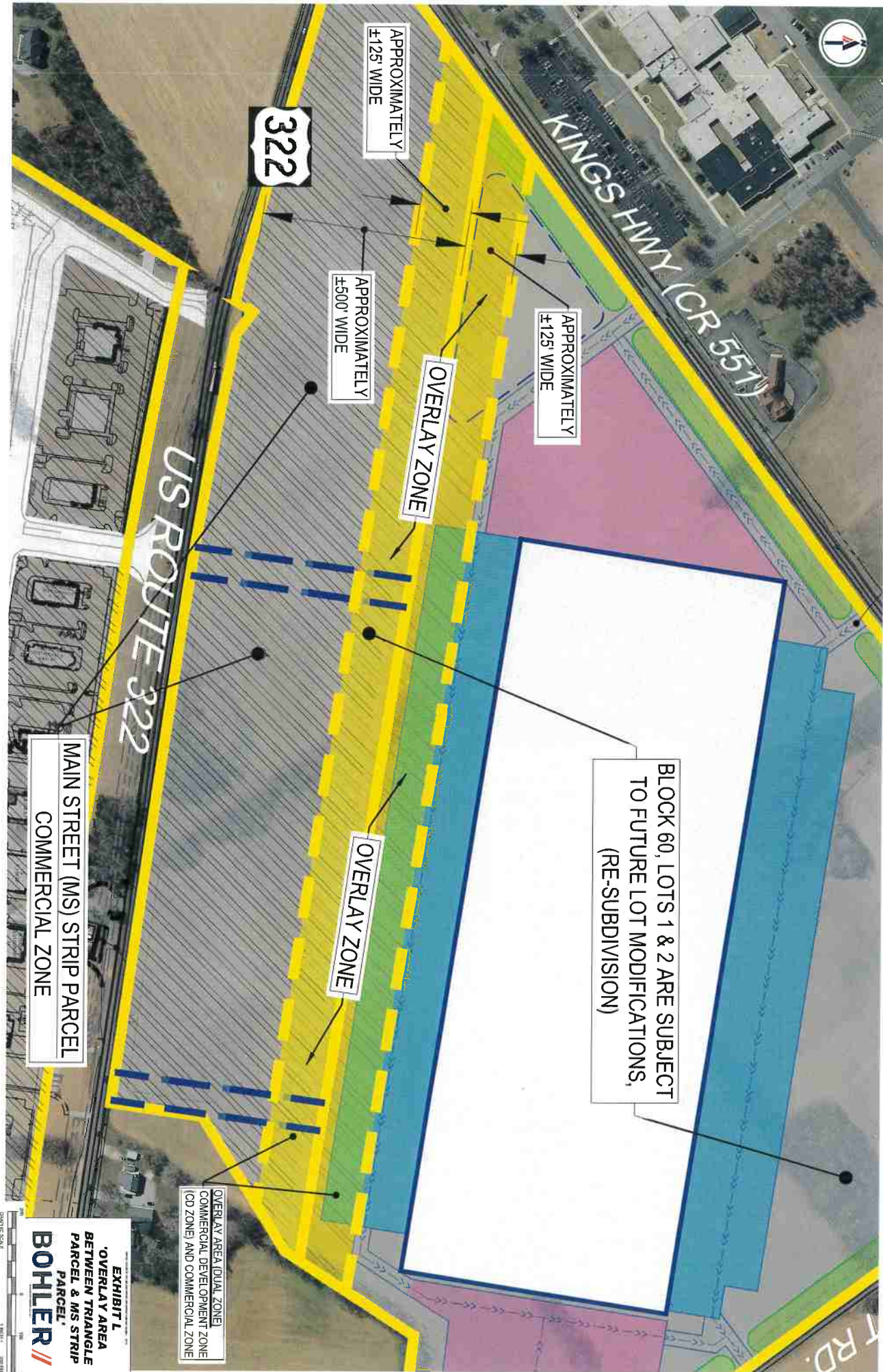
MAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE

US ROUTE 322

OVERLAY AREA (DUAL ZONE)  
COMMERCIAL DEVELOPMENT ZONE  
(CD ZONE) AND COMMERCIAL ZONE

EXHIBIT L  
'OVERLAY AREA  
BETWEEN TRIANGLE  
PARCEL & MS STRIP  
PARCEL.'  
**BOHLER**

GRAPHIC SCALE  
1" = 100'



**Exhibit M**  
**Aqua Water Infrastructure Plan**

# WOOLWICH DISTRIBUTION MAIN

AQUA NJ SOUTHERN DIVISION

HIGH HILL ROAD (CR 662), LOCKE AVE (CR 671), SWEDESBORO ROAD ( US #322)

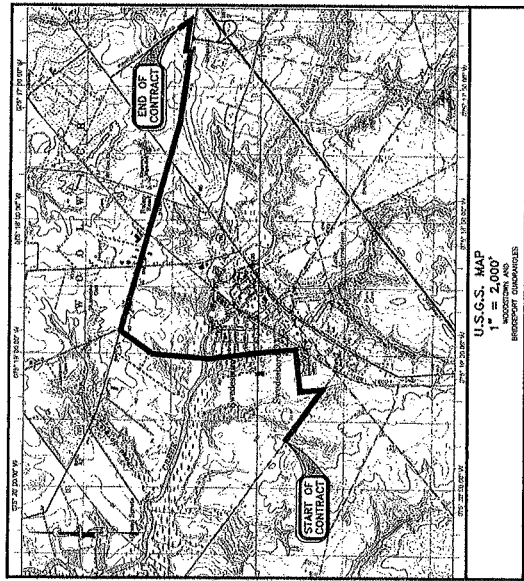
& PANCOAST ROAD (CR 672)

WOOLWICH TOWNSHIP AND BOROUGH OF SWEDESBORO

GLOUCESTER COUNTY, NEW JERSEY

### INDEX OF SHEETS

SHEET NO.	DESCRIPTION	ORIG. DATE	LAST REV.
1	COVER SHEET		
2	HIGH HILL ROAD (CR 662) PLAN & PROFILE SHEET A		
3	HIGH HILL ROAD (CR 662) PLAN & PROFILE SHEET B		
4	HIGH HILL ROAD (CR 662) PLAN & PROFILE SHEET C		
5	HIGH HILL ROAD (CR 662) PLAN & PROFILE SHEET D		
6	LOCKE AVE (CR 671) PLAN & PROFILE SHEET A		
7	LOCKE AVE (CR 671) PLAN & PROFILE SHEET B		
8	LOCKE AVE (CR 671) PLAN & PROFILE SHEET C		
9	LOCKE AVE (CR 671) PLAN & PROFILE SHEET D		
10	LOCKE AVE (CR 671) PLAN & PROFILE SHEET E		
11	LOCKE AVE (CR 671) PLAN & PROFILE SHEET F		
12	LOCKE AVE (CR 671) PLAN & PROFILE SHEET G		
13	LOCKE AVE (CR 671) PLAN & PROFILE SHEET H		
14	LOCKE AVE (CR 671) PLAN & PROFILE SHEET I		
15	LOCKE AVE (CR 671) PLAN & PROFILE SHEET J		
16	LOCKE AVE (CR 671) PLAN & PROFILE SHEET K		
17	LOCKE AVE (CR 671) PLAN & PROFILE SHEET L		
18	LOCKE AVE (CR 671) PLAN & PROFILE SHEET M		
19	LOCKE AVE (CR 671) PLAN & PROFILE SHEET N		
20	LOCKE AVE (CR 671) PLAN & PROFILE SHEET O		
21	LOCKE AVE (CR 671) PLAN & PROFILE SHEET P		
22	LOCKE AVE (CR 671) PLAN & PROFILE SHEET Q		
23	LOCKE AVE (CR 671) PLAN & PROFILE SHEET R		
24	LOCKE AVE (CR 671) PLAN & PROFILE SHEET S		
25	LOCKE AVE (CR 671) PLAN & PROFILE SHEET T		
26	LOCKE AVE (CR 671) PLAN & PROFILE SHEET U		
27	LOCKE AVE (CR 671) PLAN & PROFILE SHEET V		
28	LOCKE AVE (CR 671) PLAN & PROFILE SHEET W		
29	LOCKE AVE (CR 671) PLAN & PROFILE SHEET X		
30	LOCKE AVE (CR 671) PLAN & PROFILE SHEET Y		
31	LOCKE AVE (CR 671) PLAN & PROFILE SHEET Z		
32	CONSTRUCTION DETAILS		
33	SOIL ENGINEER SCHEMATIC CONTROL NOTES AND DETAILS		



PUBLIC UTILITIES	
ATLANTIC CITY ELECTRIC 428 ELLIS STREET GLASSBORO, NJ 08028 ATTN: JULES ZACORNE PHONE: (609)665-7916	SOUTH JERSEY GAS ONE SOUTH JERSEY PLAZA, ROUTE 94 FROSDEN, N.J. 08037 ATTN: JOE R. SCHIEDER PHONE: (609)581-8900
VERIZON 10 TRANSBORO ROAD BERLIN, N.J. 08009 ATTN: BRUCE BRON PHONE: (609)753-0706	GLOUCESTER COUNTY DEPT. OF PUBLIC WORKS PLANNING DIVISION ROUTE 47 BELLA DRIVE CLAYTON, N.J. 08312 PHONE: (609)672-7708
COMCAST CABLE COMPANY 11 LAKE AVENUE SWEDESBORO, N.J. 08075 PHONE: (609)467-4662	NEW JERSEY AMERICAN WATER CO. 213 CARRIAGE LANE BELLEVILLE, N.J. 08005 ATTN: WILLIAM PERSE PHONE: (609)672-7708
UNDERGROUND LOCATING SERVICE PHONE: (609)272-1100	

OWNER/APPLICANT:  
**AQUA NEW JERSEY**  
10 BLACK FOREST RD. HAMILTON, NEW JERSEY 08691  
(609) 557-4080

### CONSTRUCTION AND GENERAL NOTES:

1. ALL CONSTRUCTION, MATERIALS, METHODS AND METHODS OF INSTALLATION IN COUNTY ROAD SHALL BE SUBJECT TO THE REQUIREMENTS OF THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND THE NEW JERSEY DEPARTMENT OF HIGHWAYS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, 1995 EDITION, AS AMENDED, AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, 1995 EDITION, AS AMENDED, AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, 1995 EDITION, AS AMENDED, AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, 1995 EDITION, AS AMENDED.
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22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

PREPARED BY  
**CONSULTING ENGINEERS SERVICES**  
PROFESSIONAL ENGINEER  
11 BELLEVILLE CROSS ST. SUITE 200  
BELLEVILLE, NJ 08005  
(609) 672-7708

DATE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

CLIENT: \_\_\_\_\_

SCALE: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

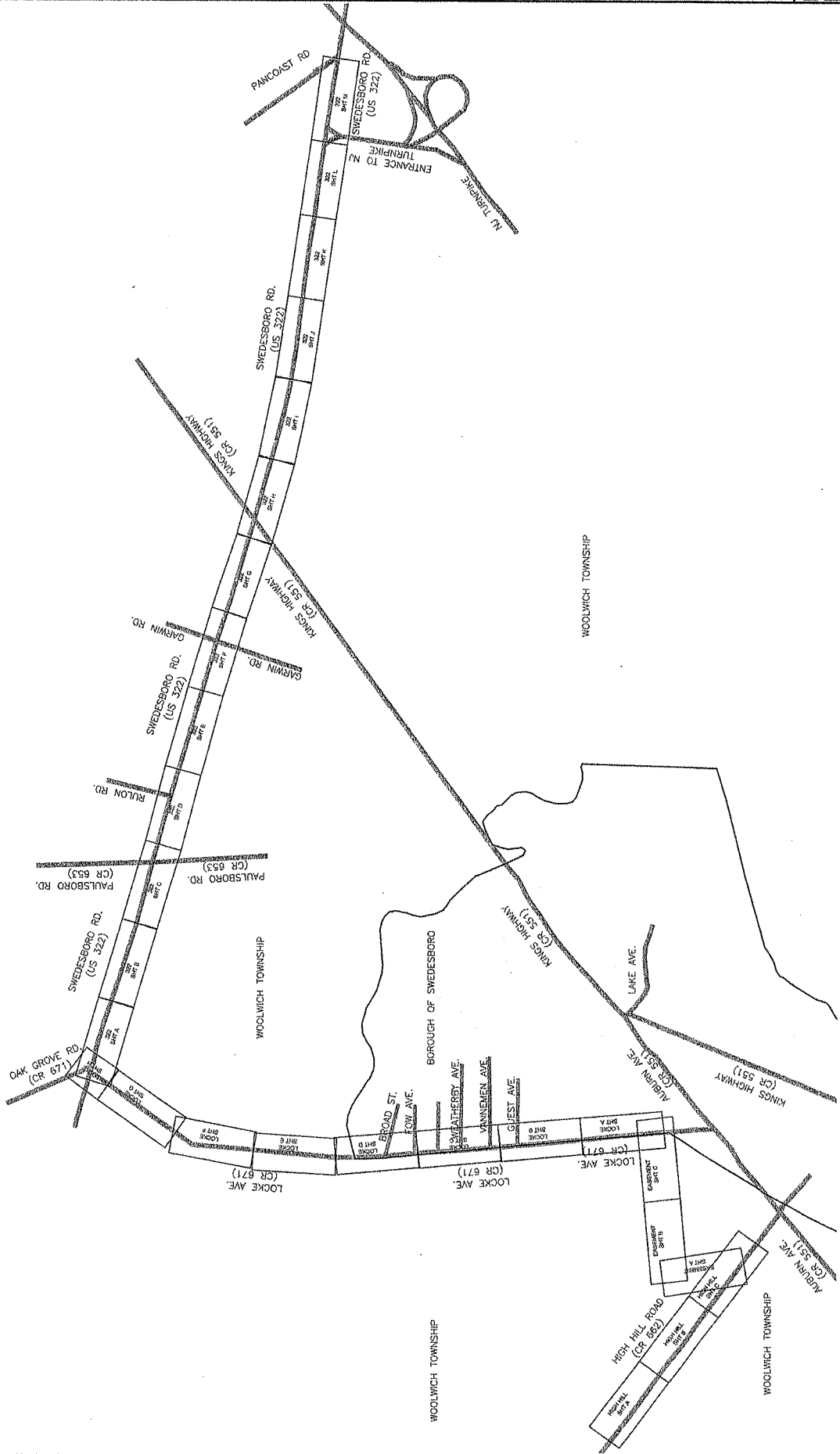
CLIENT: \_\_\_\_\_

SCALE: \_\_\_\_\_

# INDEX SHEET

AQUA NJ SOUTHERN DIVISION

HIGH HILL ROAD (CR 662), LOCKE AVE (CR 671), SWEDESBORO ROAD (US #322)  
& PANCOAST ROAD (CR 672)



<p>REGISTERED BY CONSULTING ENGINEER SERVICES PROFESSIONAL ENGINEER, PLANNING &amp; LAND SURVEYING STATE OF NEW JERSEY EXPIRES 12/31/2010 PROJECT NO. 09-001</p>	<p>DATE: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____</p>	<p>INDEX SHEET HIGH HILL ROAD (CR 662), LOCKE AVE (CR 671), SWEDESBORO ROAD (US #322) &amp; PANCOAST ROAD (CR 672) BLOCK VARIES, LOT VARIES WOLWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY</p>
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NORMAN K. RODGERS III  
PROFESSIONAL ENGINEER AND LAND SURVEYOR, NEW JERSEY LIC. NO. 2400377000

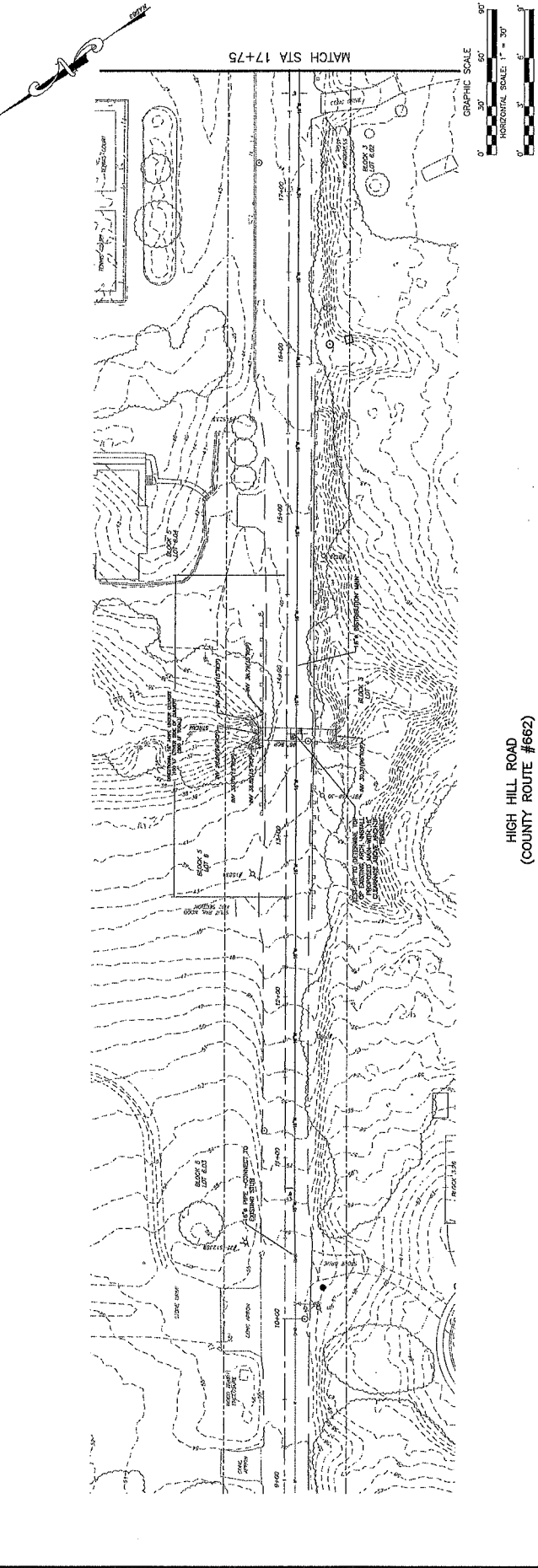
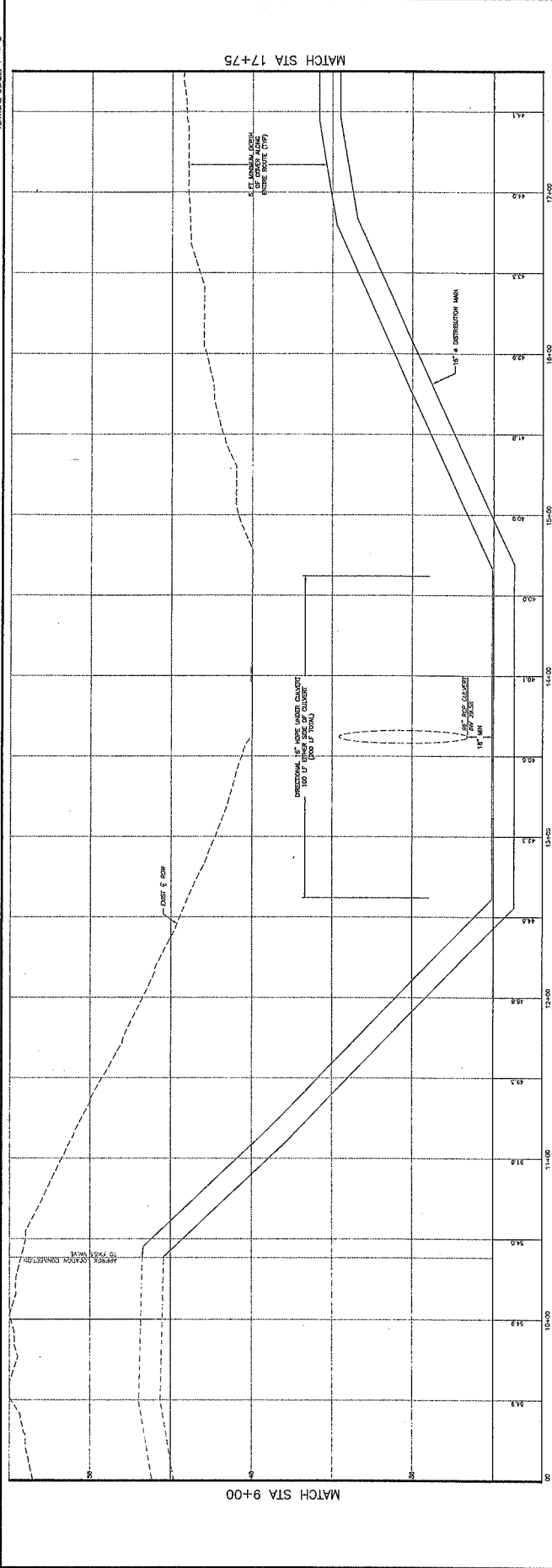




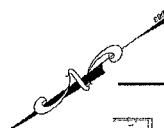
CONSULTING ENGINEERS SERVICES  
 PROFESSIONAL ENGINEERS & LAND SURVEYORS  
 645 BRUNNEN CROSS ROAD, SUITE 1, SOUTHVILLE, OH 45004  
 A MEMBER OF HOKUENGEER INC. (NASDAQ: HOK)

PROJECT: HIGH HILL ROAD (CR 662) & PANDOST ROAD (CR 672)  
 HIGH HILL ROAD (CR 662), LOOKS AVE (CR 671), SPRESSBORO  
 BLOCK VARIES, LOT VARIES  
 WOODWORTH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

NORMAN K. RODGERS III  
 PROFESSIONAL ENGINEER AND LAND SURVEYOR, NEW JERSEY LIC. NO. 24003971000  
 DATE: \_\_\_\_\_



HIGH HILL ROAD  
 (COUNTY ROUTE #662)







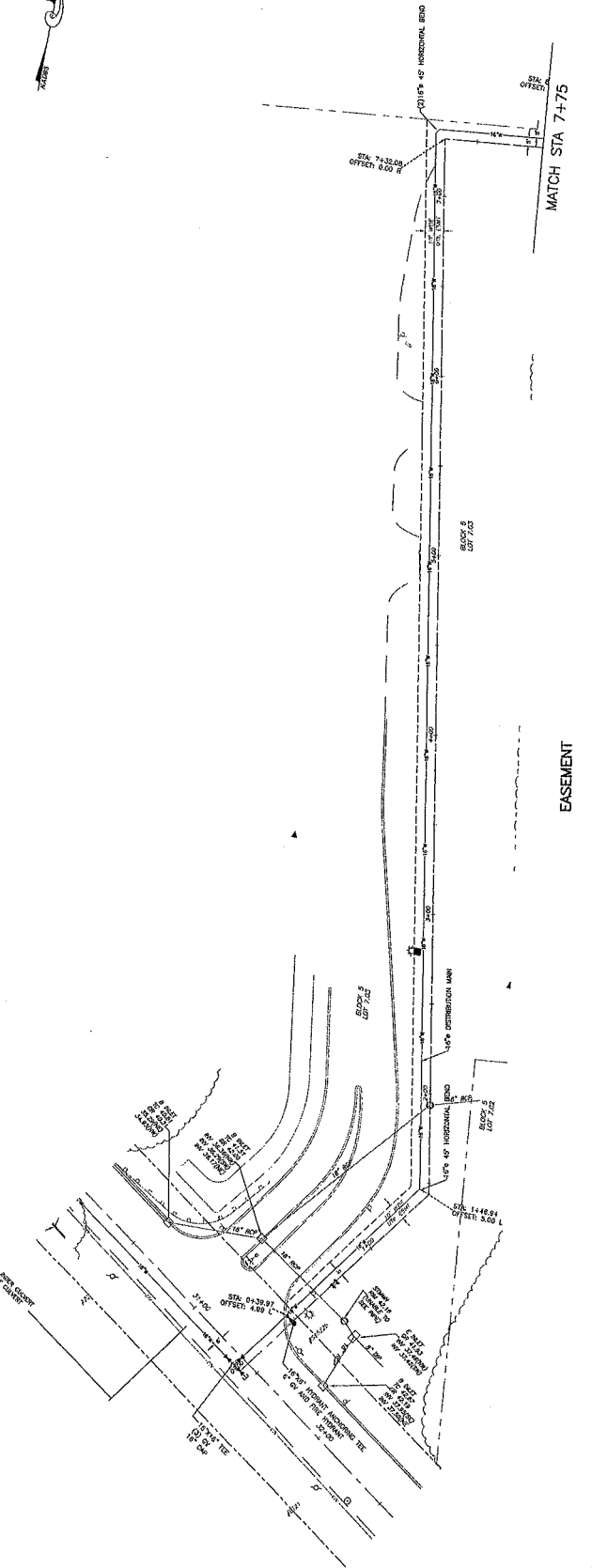
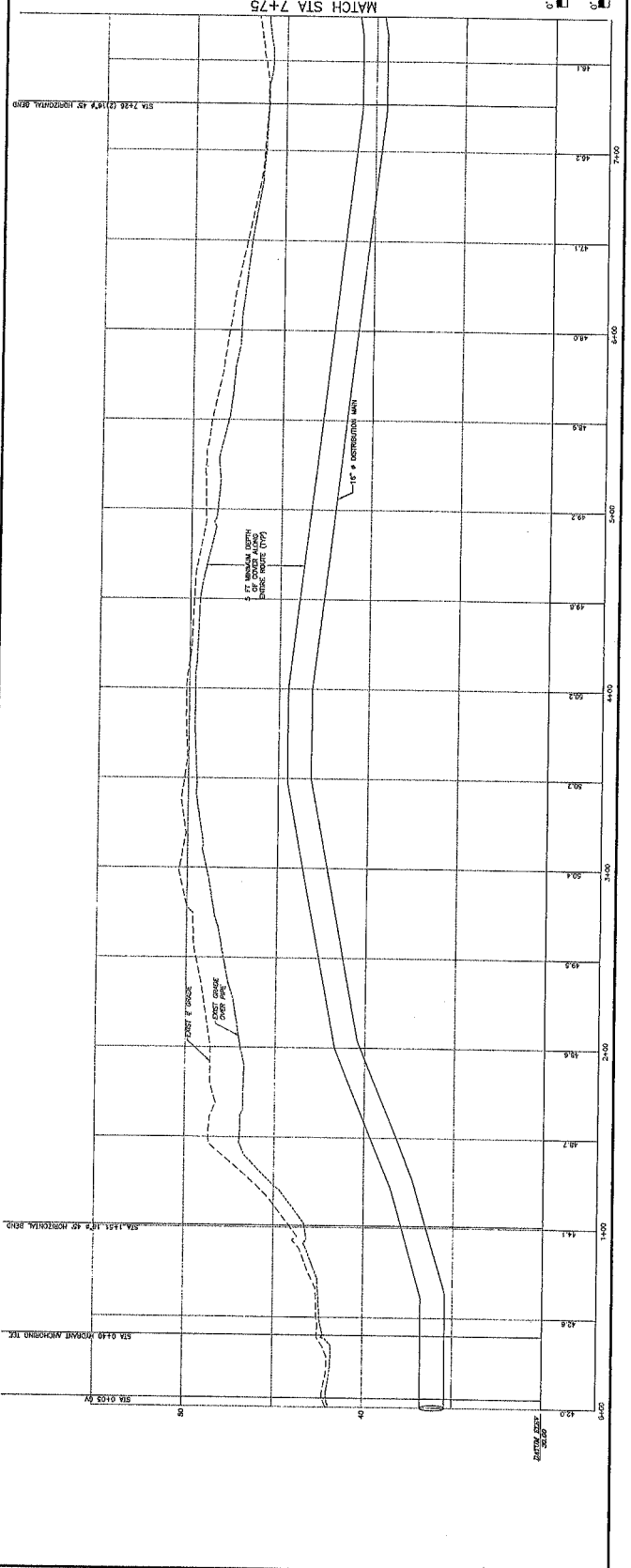
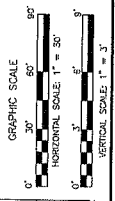




CONSULTING ENGINEER SERVICES  
 PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS  
 615 BROADWAY, SUITE 1, BOSTON, MA 02108  
 PHONE (617) 227-2200 - FAX (617) 227-2244 - WWW.NKSERVICES.COM  
 IN COMPLIANCE WITH REGULATION 86C:01(1) REGISTERED PROFESSIONAL ENGINEER

PROJECT: BLOCK 5, LOT 7.03 EASEMENT  
 PLAN & PROFILE SHEET A  
 HIGH HILL ROAD (OR 662), LOCKE AVE (OR 671), SNEEDSBORO  
 BLOCK VARIES LOT VARIES  
 WOODWICH TOWNSHIP, BURLINGAME COUNTY, NEW JERSEY

NORMAN K. RODGERS III  
 PROFESSIONAL ENGINEER AND LAND SURVEYOR, NEW JERSEY, NO. 24020971000  
 DATE: \_\_\_\_\_

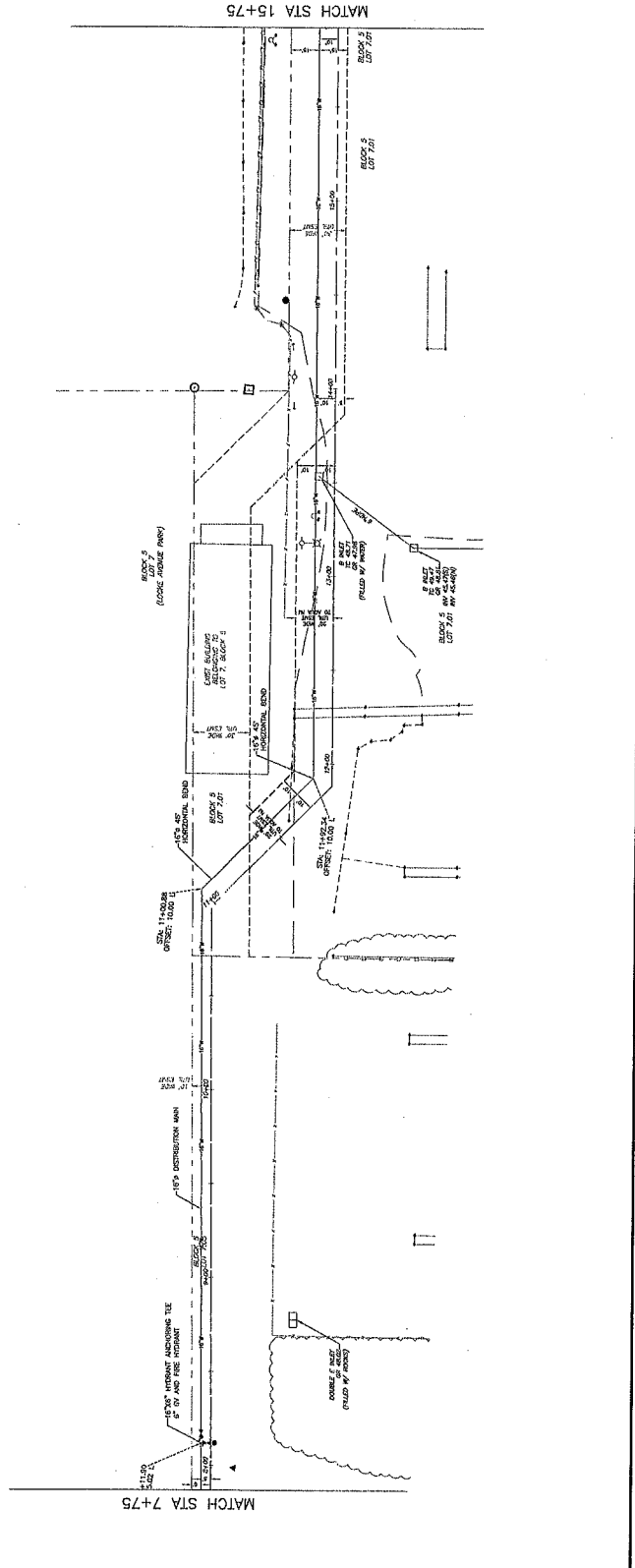
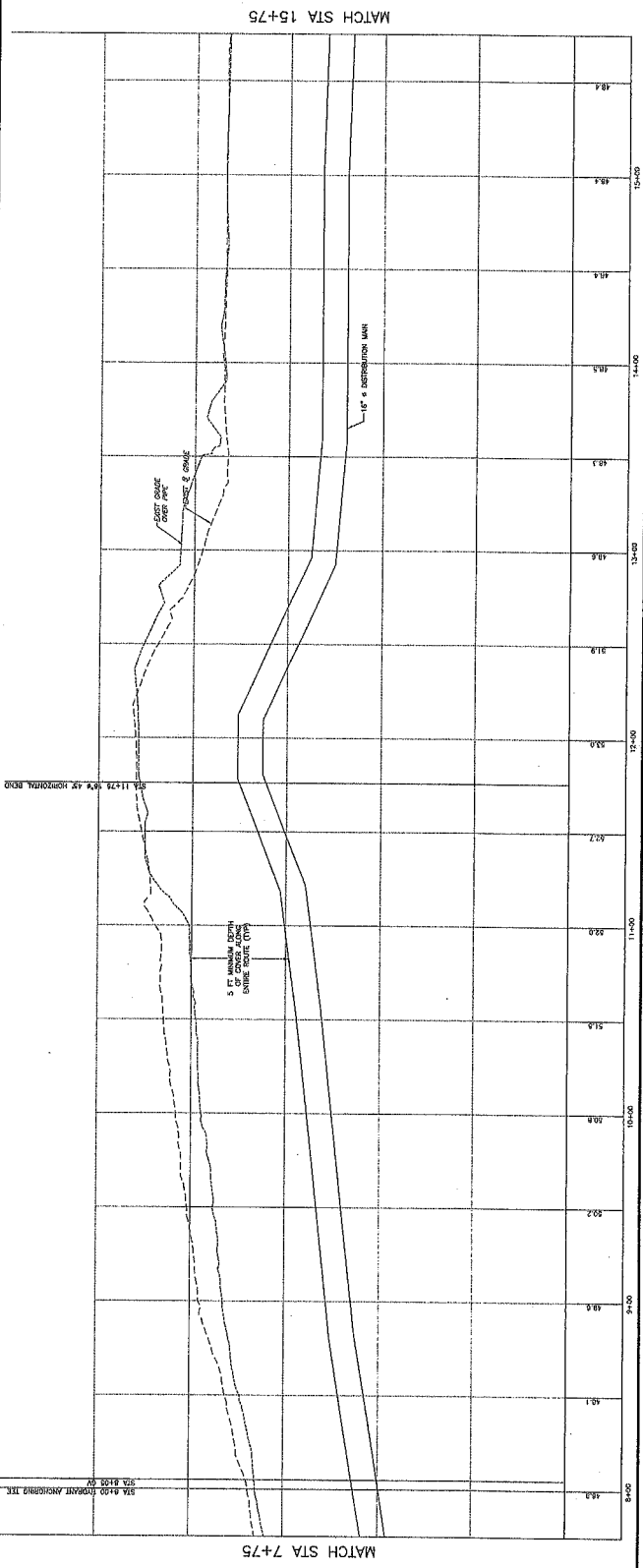
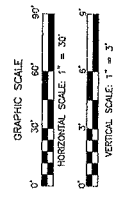




CONSULTING ENGINEER SERVICES  
 PROFESSIONAL ENGINEER IN MECHANICAL, ELECTRICAL, PLUMBING & SANITARY ENGINEERING  
 695 BENTLEY-CORNER ROAD, SUITE 1, SCHEFFLE, NJ 08081  
 (609) 252-5500 - (609) 252-5544 FAX  
 PREPARED BY  
 SCALE: 1" = 30'

**BLOCK 5, LOTS 7.01 & 7.03 EASEMENT**  
**PLAN & PROFILE SHEET B**  
 HIGH HILL ROAD (OR 882), LOOKER AVE (OR 871), SWEDSBORO  
 BLOCK VARIES, LOT VARIES  
 WOODBURN TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY  
 PROJECT NO. 2403327/1000

**NORMAN K. RODGERS III**  
 PROFESSIONAL ENGINEER AND LAND SURVEYOR, NEW JERSEY LIC. NO. 2403327/1000  
 DATE

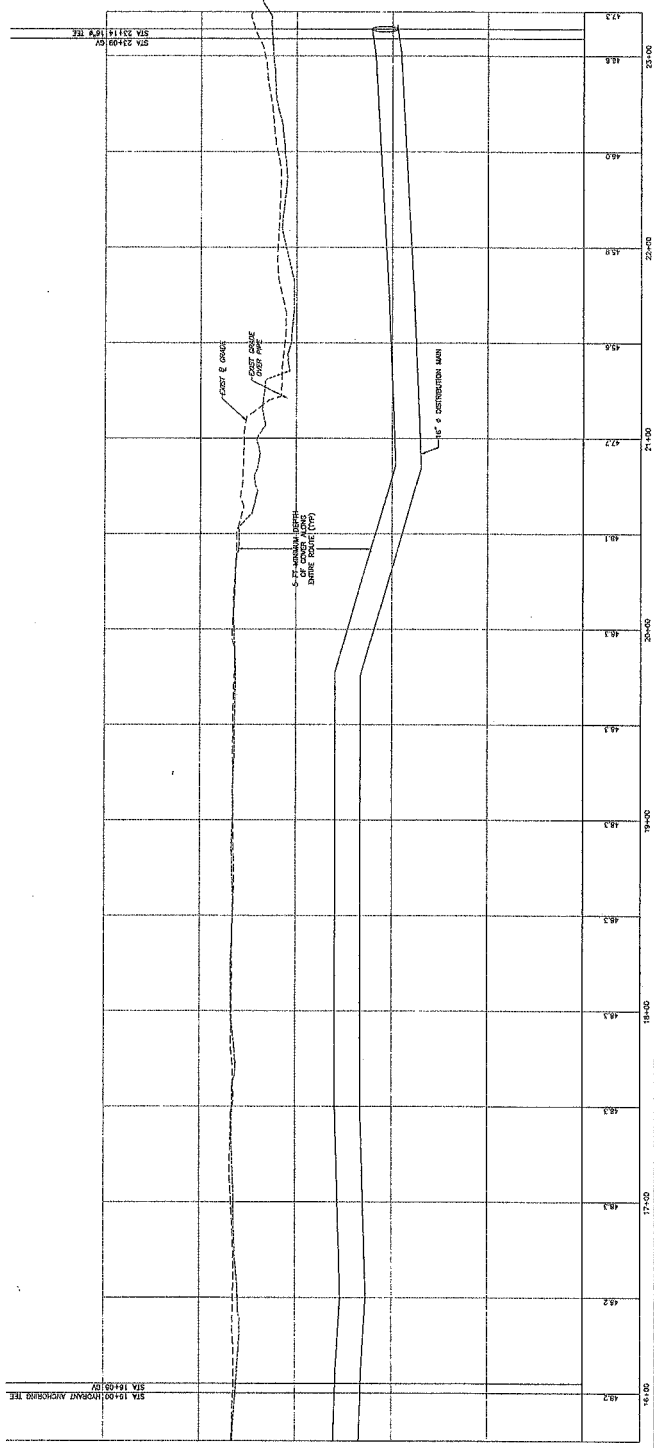
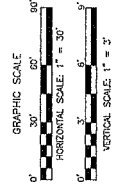




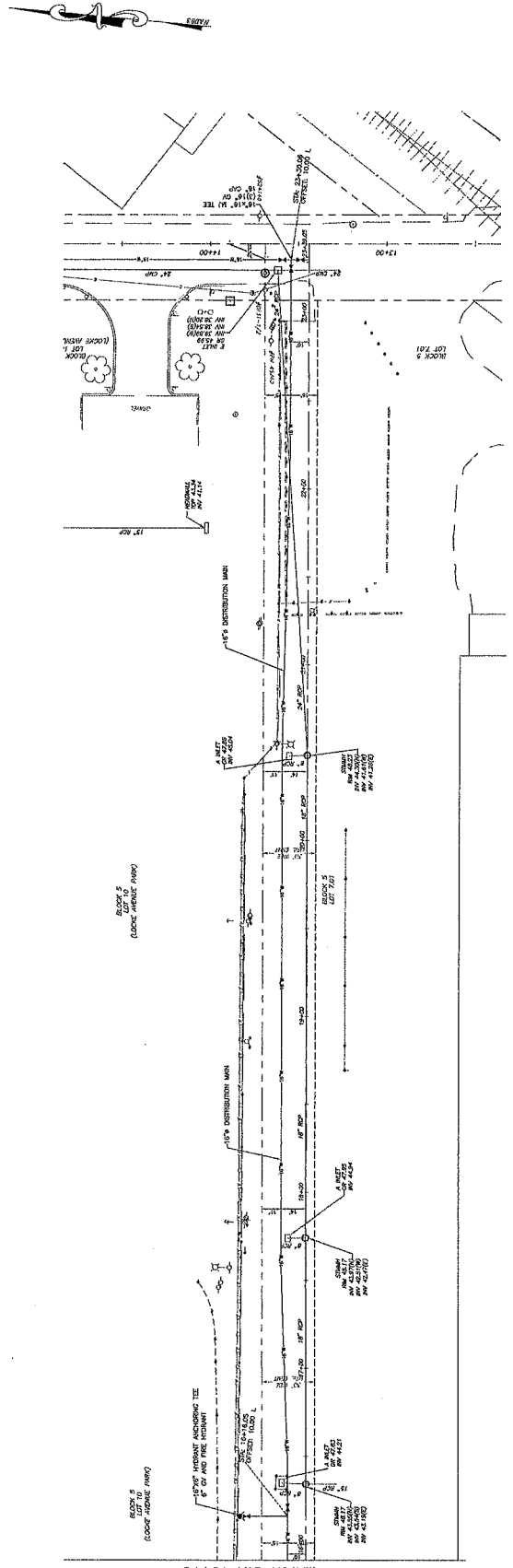
CONSULTING ENGINEERS SERVICES  
 PROFESSIONAL ENGINEERS PLANNERS & LAND SURVEYORS  
 645 BRUNNEN-CROSS WAYS ROAD, SUITE 1, ROCKAWAY, NJ 08081  
 PHONE (609) 398-1100 FAX (609) 398-1101  
 PROJECT NO. 2011-02 DATE: 08/11/11

WINDMILL TOWNSHIP, GLoucester COUNTY, NEW JERSEY  
 BLOCK VARIES, LOT VARIES  
 HIGH HILL ROAD (CR 322) & PANDOURT ROAD (CR 672)  
 LOCKE AVE (CR 871), SMESBORO  
**PLAN & PROFILE SHEET C**  
**BLOCK 5, LOT 7.01 EASEMENT**

PROFESSIONAL ENGINEER AND LAND SURVEYOR, NEW JERSEY LIC. NO. 24030971000  
**NORMAN K. RODDERS III**  
 DATE



MATCH STA. 15+75



MATCH STA. 15+75

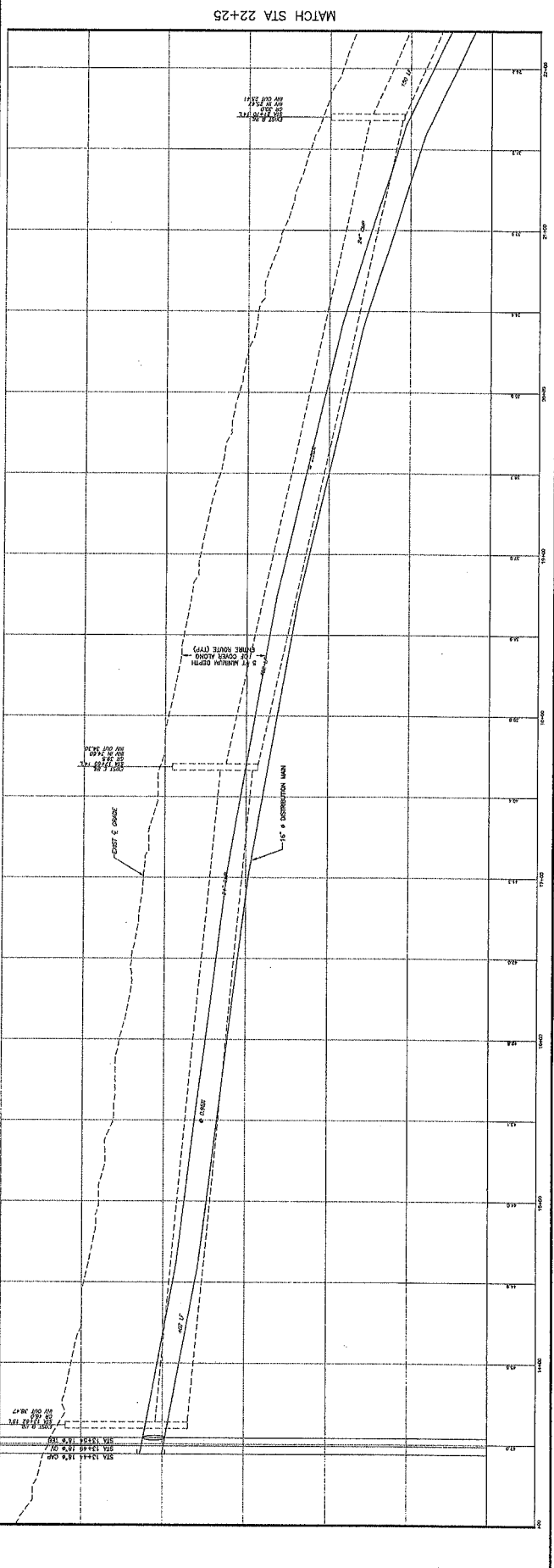




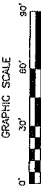
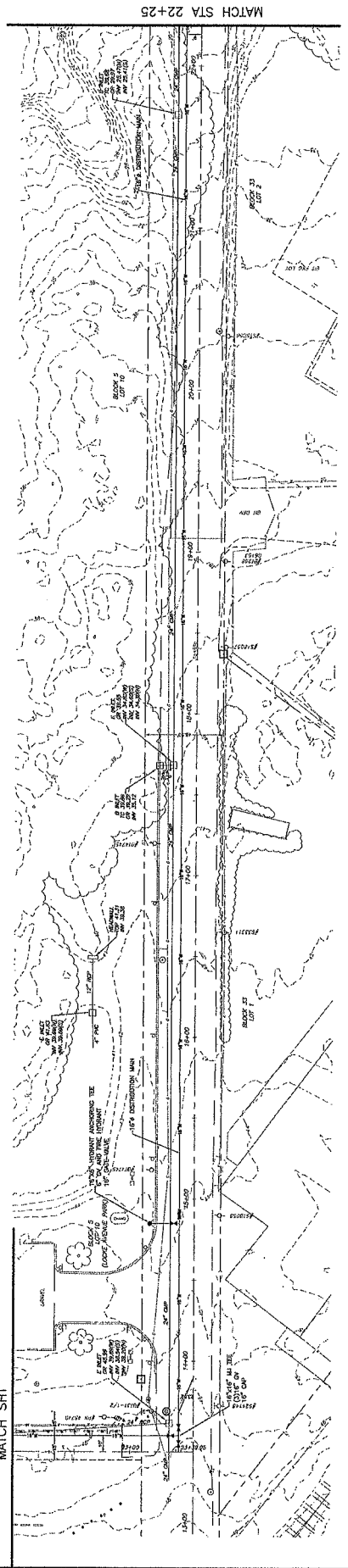
PREPARED BY  
CONSULTING ENGINEERS SERVICES  
PROFESSIONAL ENGINEERS, PLANNERS & LAND SURVEYORS  
645 BRUNNEN-CROSS HIGHWAY, SUITE 1, SHIRAZVILLE, NJ 08081  
PHONE (609) 398-2200 - FAX (609) 398-2201  
E-MAIL: CES@CESNJ.COM  
WWW.CESNJ.COM

LOCKE AVENUE (CR671)  
PLAN & PROFILE SHEET A  
HIGH HILL ROAD (CR 662), LOCKE AVE (CR 671), SMEDBORO  
BLOCK VARIES, LOT VARIES  
MUCH WICH TOWNSHIP, GLoucester COUNTY, NEW JERSEY

NORMAN K. RODGERS III  
PROFESSIONAL ENGINEER AND LAND SURVEYOR, NEW JERSEY LIC. NO. 24002071000  
DATE



LOCKE AVENUE  
(COUNTY ROUTE #671)



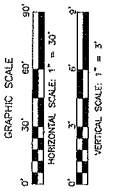
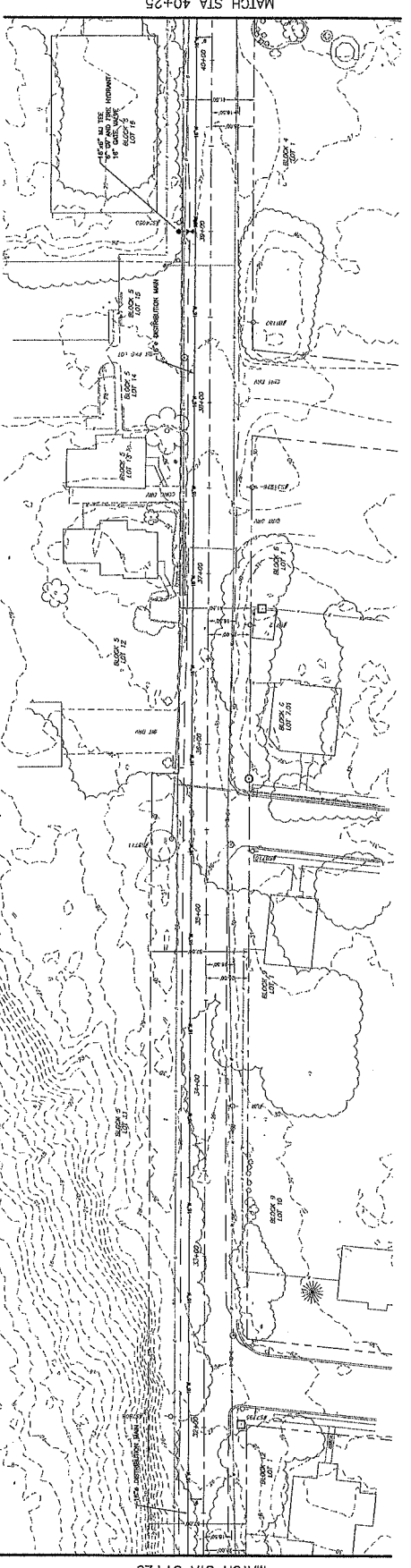
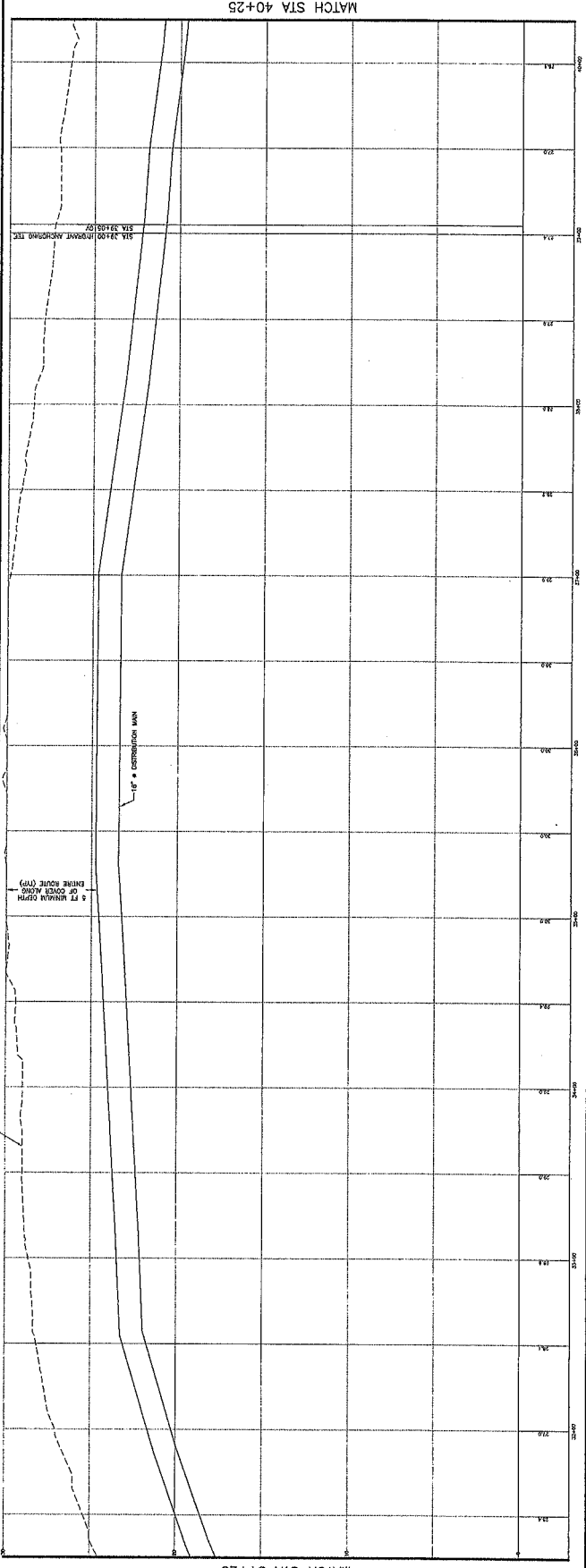




CONSULTING ENGINEERS SERVICES  
 PROFESSIONAL ENGINEERS, PLANNERS & LAND SURVEYORS  
 640 BENTLEY CROSS DRIVE SUITE 1 SCRAMBLE, NJ 08041  
 PHONE (609) 399-5555 - FAX (609) 399-5555 - EMAIL: R&R@R&R-LLC.COM  
 PREPARED BY: [Name]  
 DATE: 12/21/14 PLS. NO. 2211-14 PLS. NO. 2211-14 (SHEET NO. 05/05/05)

LOCKE AVENUE (CR 671)  
 PLAN & PROFILE SHEET C  
 HIGH HILL ROAD (CR 622), LOCKE AVE (CR 671), SPEDSBORO  
 BLOCK VARIES, LOT VARIES  
 ROAD (US #322) & PIMCOAST ROAD (CR 672)  
 WINDY HILL TOWNSHIP, OLIVERSTER COUNTY, NEW JERSEY

NORMAN K. RODGERS III  
 PROFESSIONAL ENGINEER AND LAND SURVEYOR, NEW JERSEY LIC. NO. 24002971000  
 DATE:



LOCKE AVENUE  
 (COUNTY ROUTE #671)









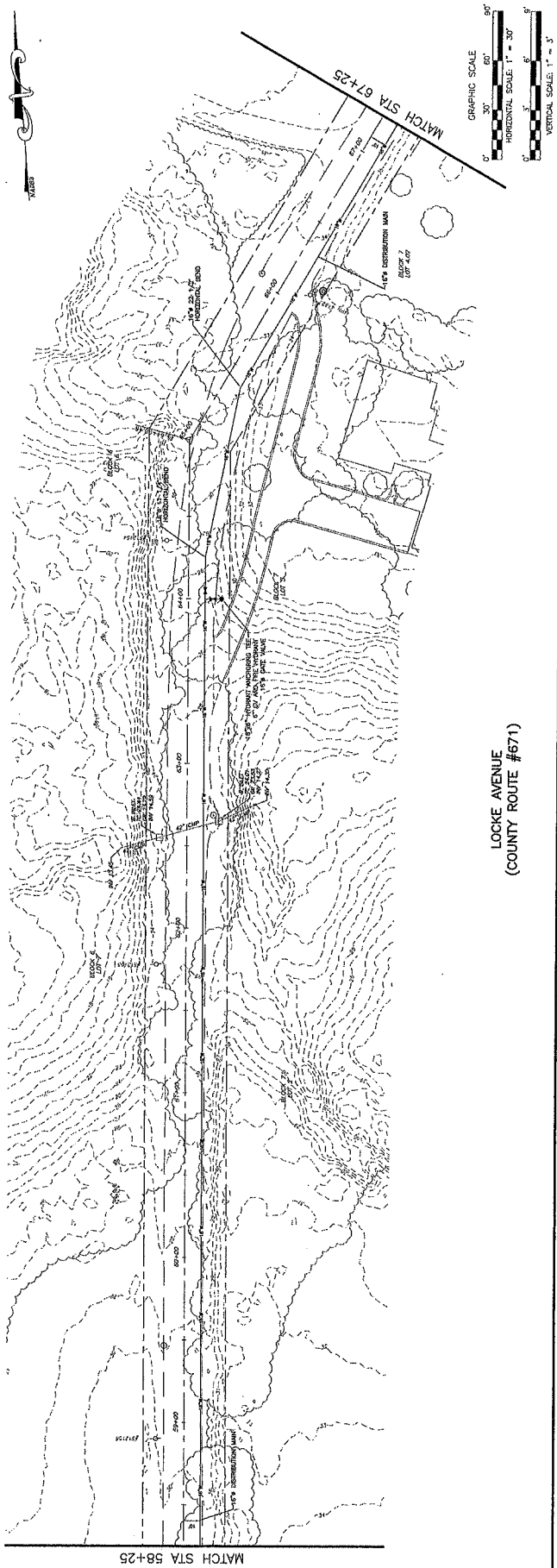
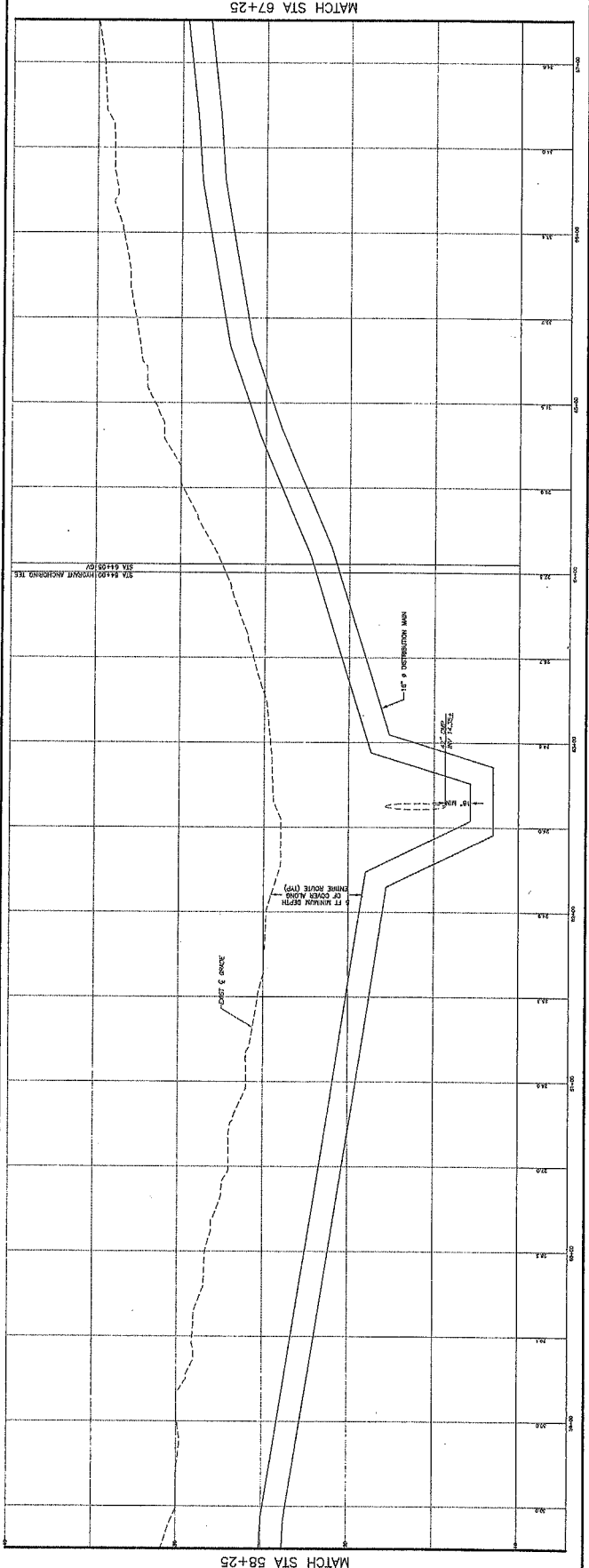


PREPARED BY  
CONSULTING ENGINEER SERVICES  
PROFESSIONAL ENGINEERS, PLANNERS & LAND SURVEYORS  
6145 BENTLEY-CROSS KERRY ROAD, SUITE 11, BUCKINGHAM, VA 22001  
PHONE (803) 228-2000 • FAX (803) 223-2400 • WWW.CESVA.COM

CEC No. 2211-04    P.E. No. 2211-04    P.E. No. 2211-04    P.E. No. 2211-04

LOCKE AVENUE (CR 671)  
PLAN & PROFILE SHEET F  
HIGH HILL ROAD (CR 862), LOCKE ME (CR 671), SMOYERSBORO  
ROAD (US 322) & PANDOST ROAD (CR 672)  
BLOCK VARIES, LOT VARIES  
WOLFWICH TOWNSHIP, BRUNSWICK COUNTY, NEW JERSEY

NORMAN K. RODGERS III  
PROFESSIONAL ENGINEER AND LAND SURVEYOR, NEW JERSEY LIC. NO. 24030271000  
DATE: \_\_\_\_\_



LOCKE AVENUE  
(COUNTY ROUTE #671)















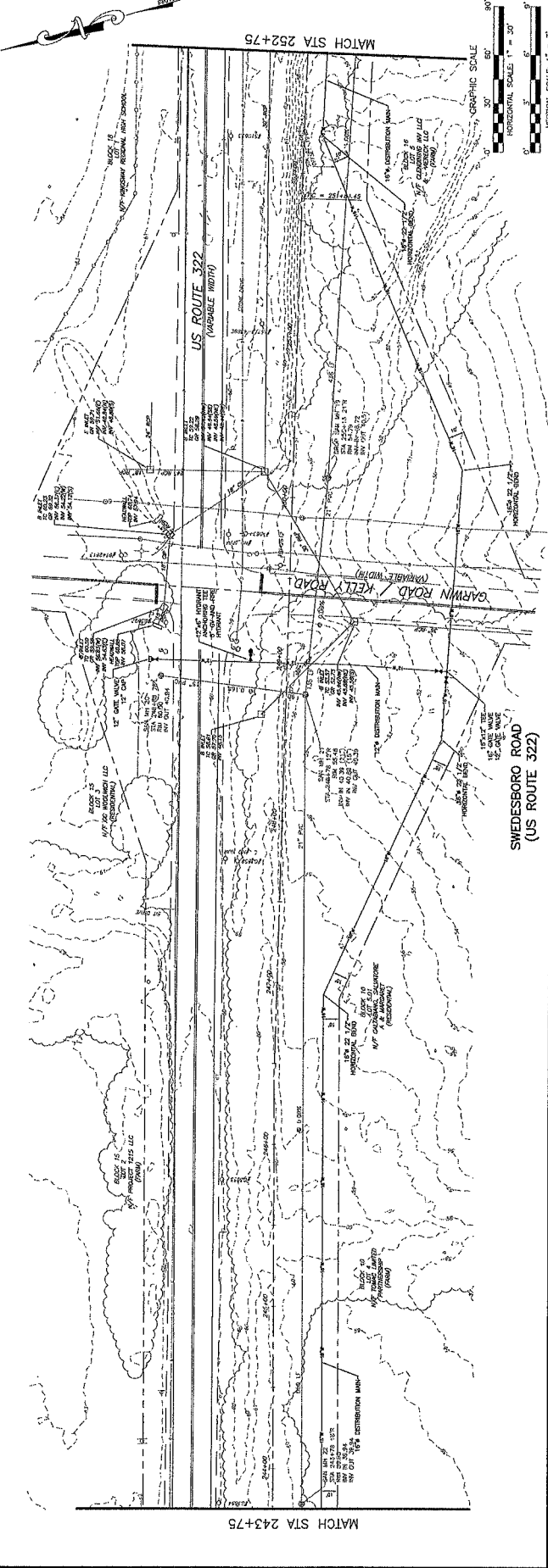
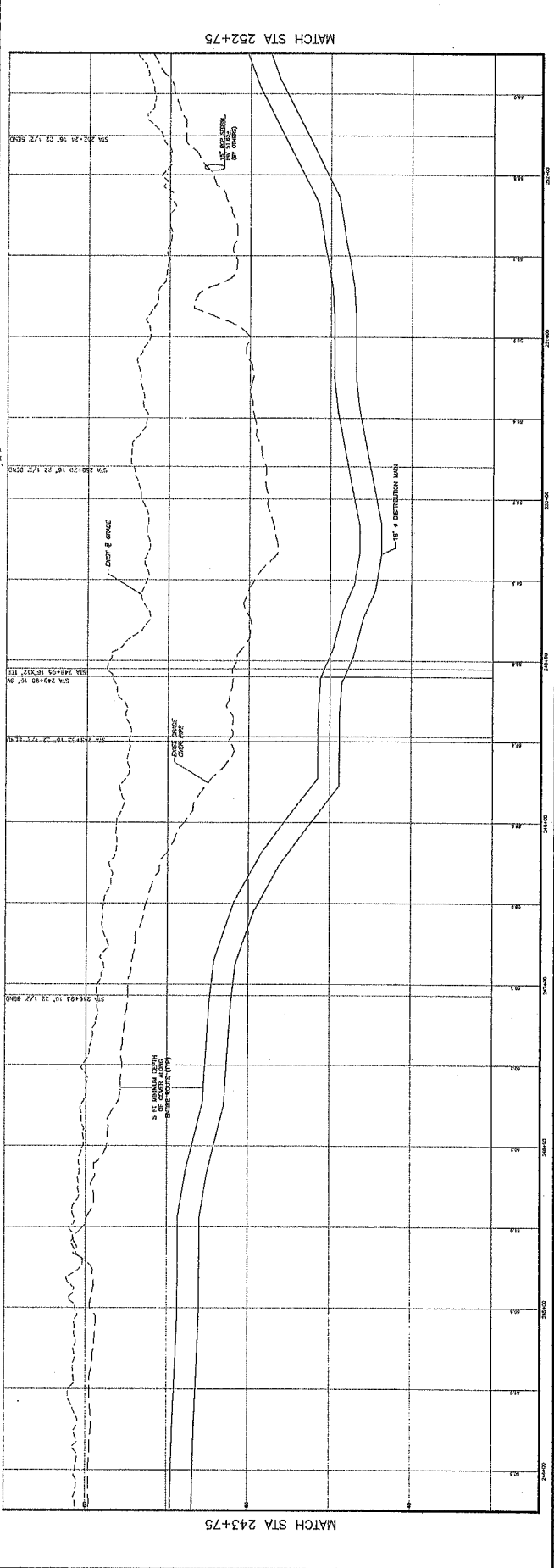




REGISTERED PROFESSIONAL ENGINEER  
 CONSULTING ENGINEERS SERVICES  
 PROFESSIONAL ENGINEERS PLANNERS & LAND SURVEYORS  
 645 BRIM-CROSS CROSS ROAD, SUITE 1, SCHWARTZVILLE, NJ 08081  
 PHONE (609) 426-2000 FAX (609) 426-2041  
 IN COMPLIANCE WITH THE STATE BOARD OF PROFESSIONAL ENGINEERING AND SURVEYING

**SWEDESBORO ROAD (US ROUTE 322)**  
**PLAN & PROFILE SHEET F**  
 HIGH HILL ROAD (CR 662), LOCKE AVE (CR 871), SWEDESBORO  
 BLOCK VARIES, LOT VARIES  
 WOODLAWN TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

**NORMAN K. RODGERS III**  
 PROFESSIONAL ENGINEER AND LAND SURVEYOR, NEW JERSEY LIC. NO. 24033971000  
 DATE





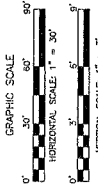
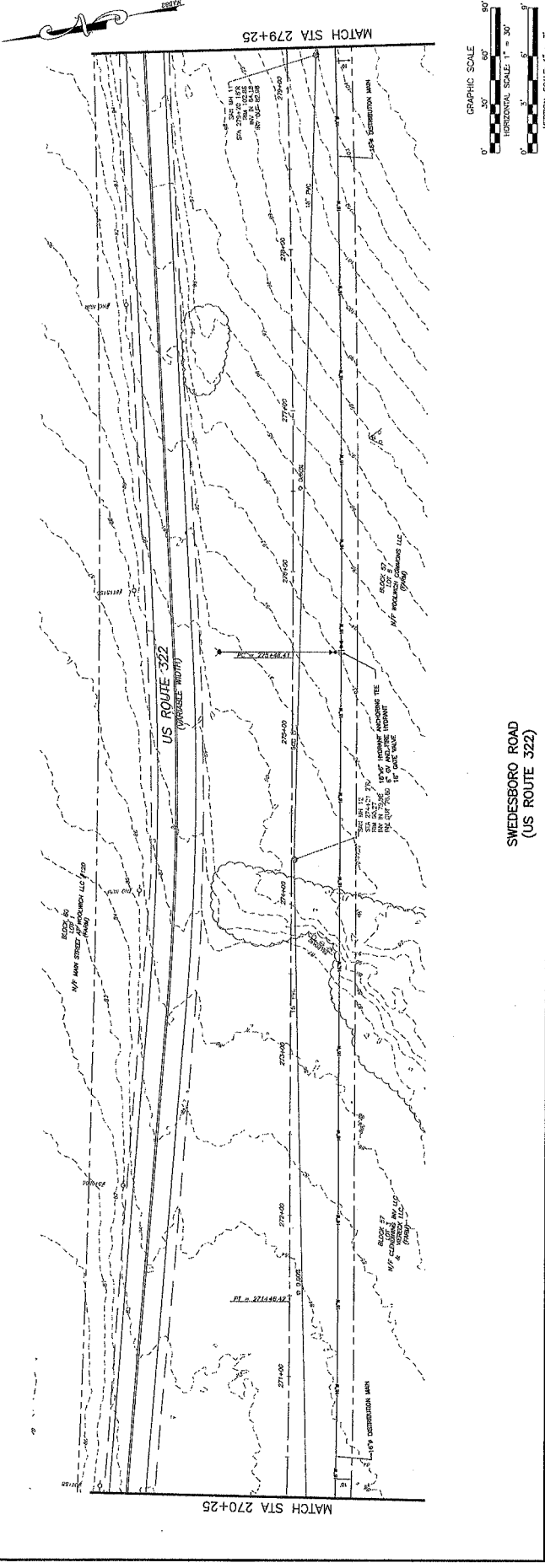
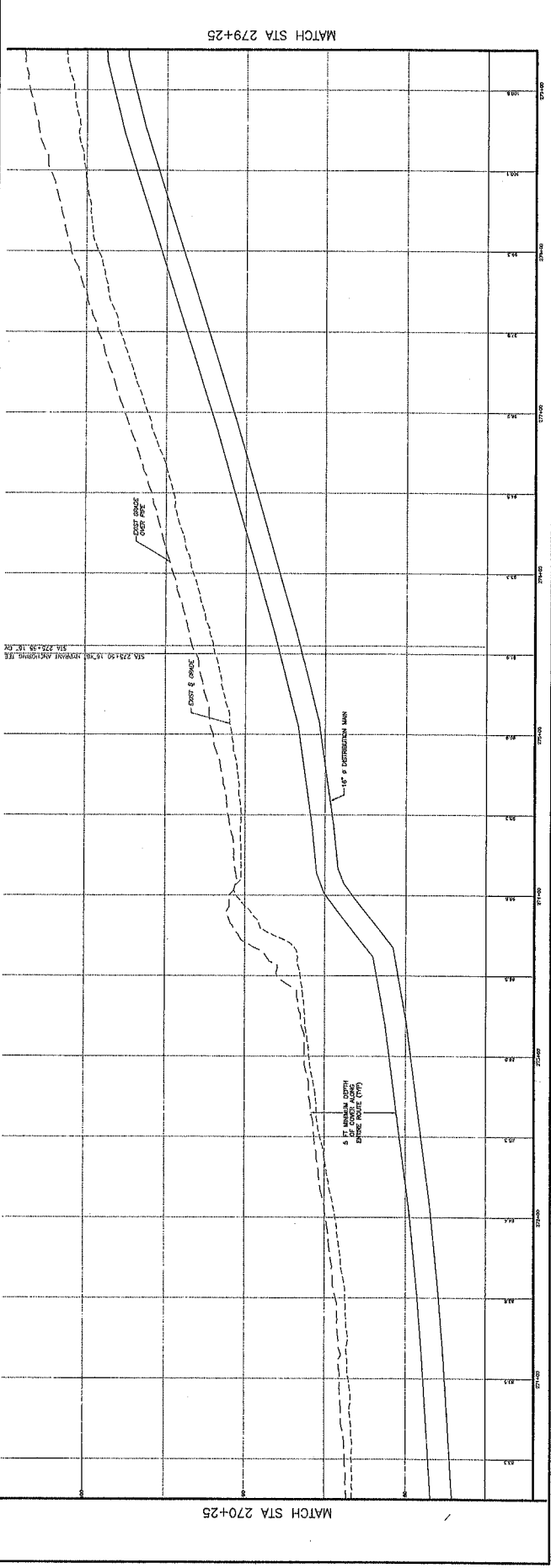




PREPARED BY  
 CONSULTING ENGINEERS SERVICES  
 PROFESSIONAL ENGINEERS, PLANNERS & LAND SURVEYORS  
 615 BURLINGTON CROSS KEYS ROAD, SUITE 1, ROCKFELLER, NJ 08081  
 PHONE (609) 398-2000 - FAX (609) 398-2001  
 PROJECT NO. 2011-001 - SWEDESBORO TWP. (2011-001)

**SWEDESBORO ROAD (US ROUTE 322)**  
**PLAN & PROFILE SHEET 1**  
 HIGH HILL ROAD (OR 662), LOCKE AVE (OR 671), SWEDESBORO  
 ROAD (US 322) & PAINCOAST ROAD (OR 672)  
 BLOCK VARIES, LOT VARIES  
 WINDYBROOK TOWNSHIP, GLoucester COUNTY, NEW JERSEY

**NORMAN K. RODGERS III**  
 PROFESSIONAL ENGINEER AND LAND SURVEYOR, NEW JERSEY LIC. NO. 240203971003  
 DATE



**SWEDESBORO ROAD  
 (US ROUTE 322)**



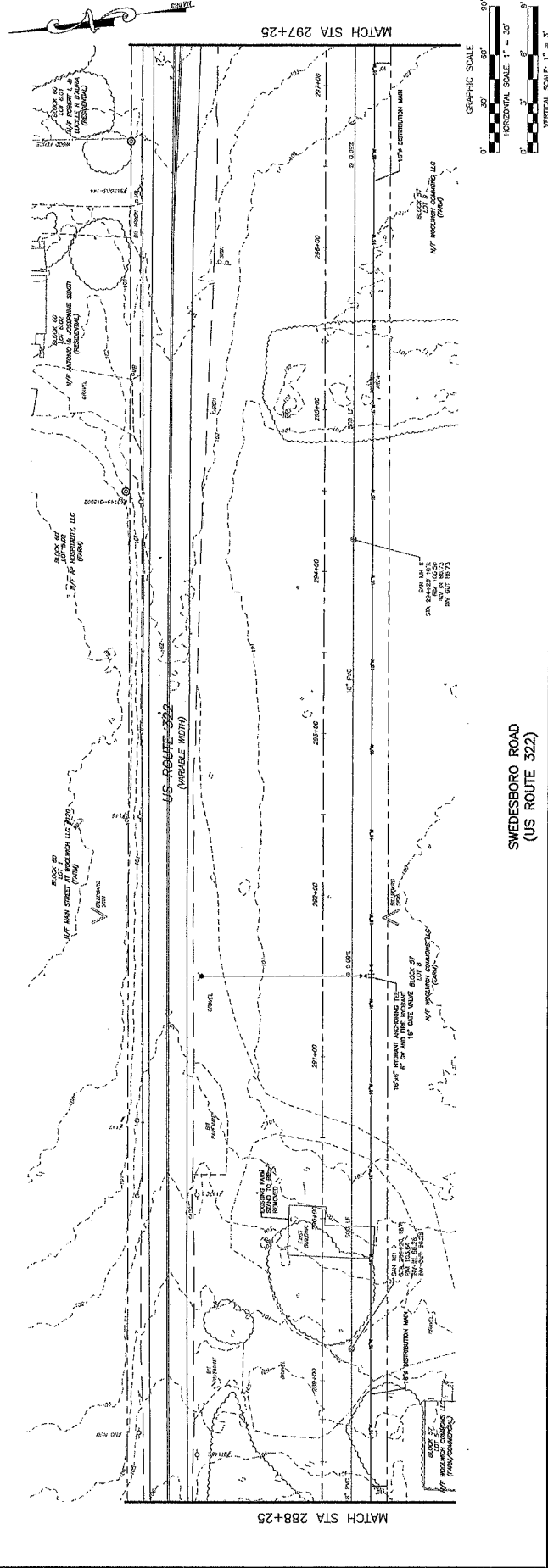
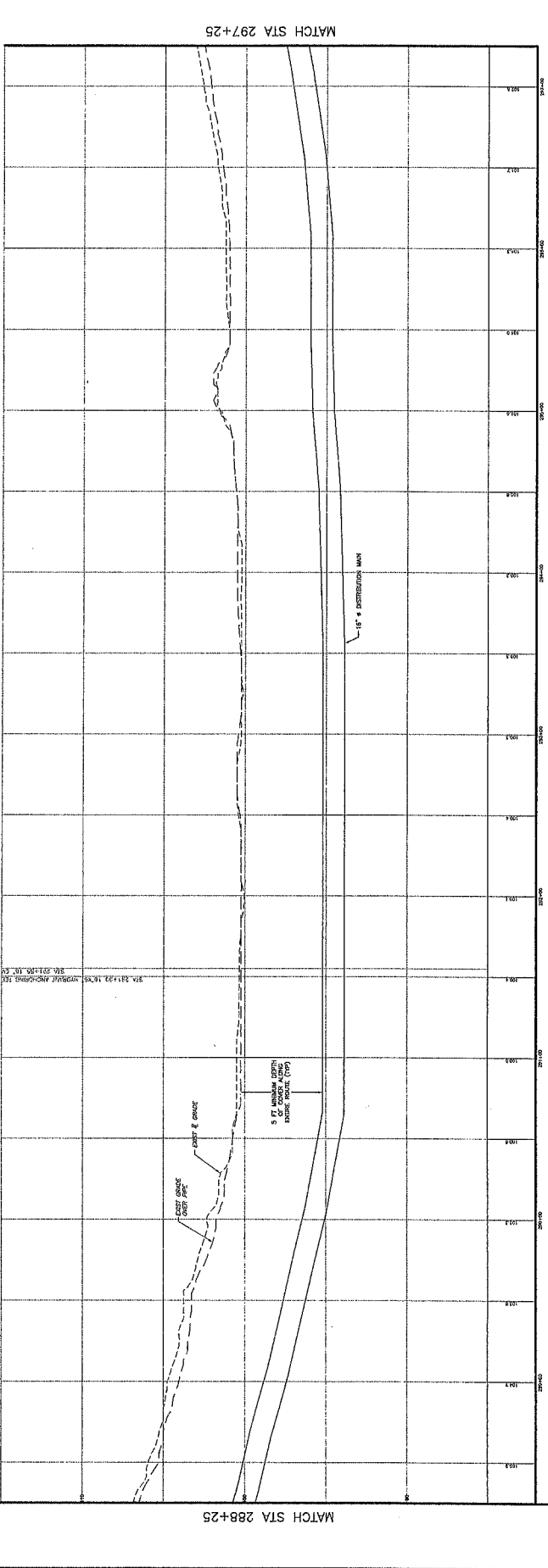




CONSULTING ENGINEER SERVICES  
 PROFESSIONAL ENGINEERS IN MECHANICAL, ELECTRICAL, CIVIL, CHEMICAL, METALLURGICAL, AND INDUSTRIAL ENGINEERING  
 PROJECT NO. 201-001 - 201-001-001 - 201-001-001  
 445 BROADWAY, SUITE 1, SCARSDALE, NY 11751  
 PHONE (516) 491-1111  
 FAX (516) 491-1111  
 PROJECT NO. 201-001 - 201-001-001 - 201-001-001

PREPARED BY  
**PLAN & PROFILE SHEET K**  
**SWEDSBORO ROAD (US ROUTE 322)**  
 HIGH HILL ROAD (CR 682), LOCKE AVE (CR 671), SWEDSBORO  
 ROAD (US 322) & PANDAST ROAD (CR 672)  
 BLOCK VARIES, LOT VARIES  
 WOODWICH TOWNSHIP, GUNNESTON COUNTY, NEW JERSEY

DATE \_\_\_\_\_  
 NORMAN K. RODGERS III  
 PROFESSIONAL ENGINEER AND LAND SURVEYOR, NEW JERSEY LIC. NO. 2460397000



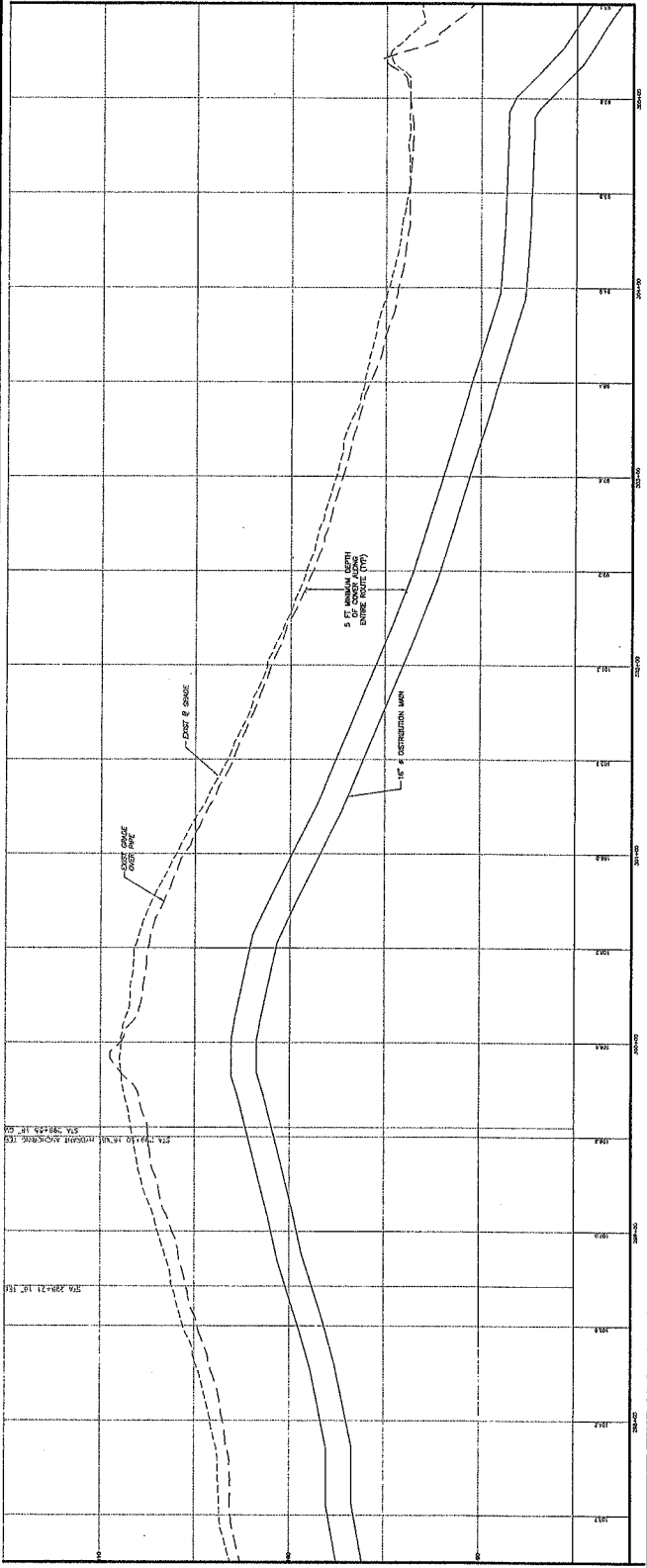
**SWEDSBORO ROAD  
 (US ROUTE 322)**



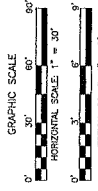
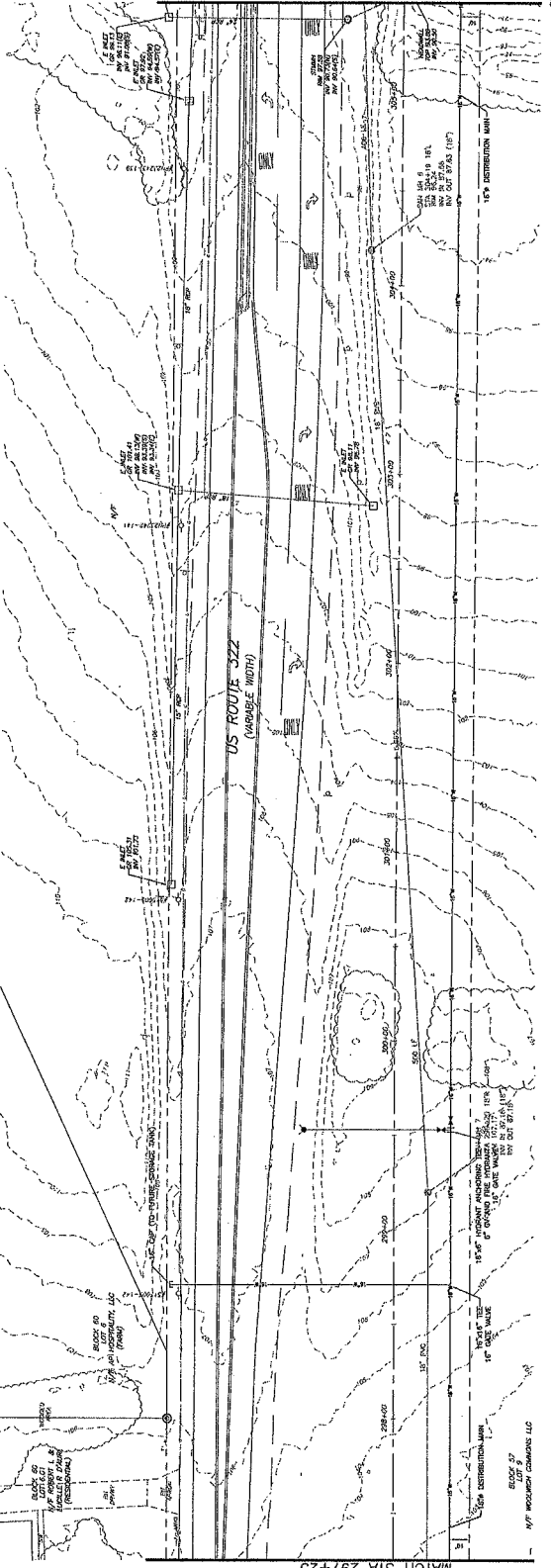
CONSULTING ENGINEER SERVICES  
 PROFESSIONAL ENGINEERS PLANNERS & LAND SURVEYORS  
 615 BERLIN-CROSS CREEK ROAD, SUITE 1, SCOTTSVILLE, KY 02001  
 PHONE (606) 826-5000 - FAX (606) 826-5044 - WWW.CSENGINEERS.COM  
 ALL CONTRACTS BY AGREEMENT NO. 240292700

SWEDESBORO ROAD (US ROUTE 322)  
 PLAN & PROFILE SHEET 1  
 HIGH HILL ROAD (CR 662), LOCKE AVE (CR 671), SWEDESBORO  
 BLOCK VARIES, LOT VARIES  
 WOOLWICH TOWNSHIP, GLoucester COUNTY, NEW JERSEY

NORMAN K. RODGERS III  
 PROFESSIONAL ENGINEER, EXAMINED AND LAND SURVEYOR, NEW JERSEY, NO. 2402927100  
 DATE



SWEDESBORO ROAD  
 (US ROUTE 322)













Steve Wolfson

---

**From:** Steve Wolfson  
**Sent:** Thursday, April 15, 2021 1:52 PM  
**To:** Marino, Vernon; 'Mkaplin@kaplaw.com'; 'Gianetti, Craig M.'; 'Wendi Kapustin (wkapustin@kaplaw.com)'  
**Subject:** FW: [EXTERNAL] RE: Draft water plan

Vernon... See below !!

Fyi



Steven B. Wolfson  
swolfson@wolfsongroupinc.com  
Visit Us @ [www.wolfsongroupinc.com](http://www.wolfsongroupinc.com)

CHECK OUT OUR NEWEST PROJECT / [www.ashbridgeexton.com](http://www.ashbridgeexton.com)

**From:** Burger, Adam <ABurger@aquaamerica.com>  
**Sent:** Thursday, April 15, 2021 1:50 PM  
**To:** Steve Wolfson <wolfson@wolfsongroupinc.com>  
**Subject:** Re: [EXTERNAL] RE: Draft water plan

Yes. This is proposed water lines

---

**From:** Steve Wolfson <wolfson@wolfsongroupinc.com>  
**Sent:** Thursday, April 15, 2021 11:46 AM  
**To:** Burger, Adam <ABurger@aquaamerica.com>  
**Subject:** [EXTERNAL] RE: Draft water plan

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

Adam... hope u well ! I want to use this water line plan for an exhibit with township agreement a we spoke.... Please confirm the attached is location of water line ??

Steven B. Wolfson  
swolfson@wolfsongroupinc.com  
Visit Us @ [www.wolfsongroupinc.com](http://www.wolfsongroupinc.com)

CHECK OUT OUR NEWEST PROJECT / [www.ashbridgeexton.com](http://www.ashbridgeexton.com)

**From:** Burger, Adam <ABurger@aquaamerica.com>  
**Sent:** Thursday, April 15, 2021 9:17 AM  
**To:** Steve Wolfson <wolfson@wolfsongroupinc.com>  
**Subject:** Draft water plan

Steve,

re is the draft water plan of where the lines will run how they will feed the booster and tank package



An Essential Utilities Company

**Adam Burger, PE**  
**Director of Operations**  
**Aqua New Jersey, Inc.**  
10 Black Forest Road  
Hamilton, NJ 08691  
O: 609.587.4080 x56530  
M: 609.217.2769

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**Exhibit N**  
**Aqua Water Agreement with the**  
**Township**

WATER/SEWER INFRASTRUCTURE  
LEASE AND PURCHASE AGREEMENT

This Water/Sewer Infrastructure Lease and Purchase Agreement (the “Agreement”) is made this \_\_\_\_ day of March, 2021, between the TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER, NEW JERSEY, having its principal office at 120 Village Green Drive, Woolwich Township, New Jersey 08085 (the “Township”), and AQUA NEW JERSEY, INC., a New Jersey Public Utility Corporation, having its principal office at 10 Black Forest Road, Hamilton, New Jersey 08691 (“Aqua New Jersey”) (collectively referred to herein as “Parties”, and singularly, a “Party”).

RECITALS

WHEREAS, in 1999, the Woolwich Water Company and Woolwich Sewer Company were purchased and merged into Aqua New Jersey’s predecessor company, and accordingly, Aqua New Jersey is the franchise holder for the provision of water and sewer services to portions of the Township;

WHEREAS, the Township is interested in facilitating the development of land along a portion of the US Route 322 Corridor within the Township, as more particularly described in the plans on file with the Township Engineer (the “Redevelopment Area”);

WHEREAS, on July 17, 2017, the Kings Landing Redevelopment Plan was adopted by the Township pursuant to Ordinance No. 2017-12 (the “Kings Landing Redevelopment Plan”);

WHEREAS, there is currently no public water or sewer infrastructure in existence to serve the Redevelopment Area;

WHEREAS, the Kings Landing Redevelopment Plan contemplates, among other things, significant commercial and residential development within the Redevelopment Area, which will require the provision of water and sewer infrastructure;



WHEREAS, the Township desires to cause an extension of Aqua New Jersey's sewer mains as described below, and as shown on the design drawings attached hereto as Exhibit A (the "Township Sewer Main Extension"), which will connect to the Gloucester County Utilities Authority's ("GCUA") sewer conveyance and treatment works;

WHEREAS, the Parties acknowledge that, pursuant to the Redevelopment Agreement, dated October 2017, as amended by that Amendment to Redevelopment Agreement, dated November 19, 2018,, by and between the Township and Precision Land Development, LLC, having its principal office at 202 Reeves Road, P.O. Box 68, Bridgeton, New Jersey 08302 (the "Infrastructure Redeveloper"), the Infrastructure Redeveloper shall be responsible for the engineering, permitting and construction of the Township Sewer Main Extension;

WHEREAS, Aqua New Jersey supports the design and construction of the Township Sewer Main Extension made as described above and under the terms and conditions hereinafter set forth;

WHEREAS, Aqua New Jersey will cause an extension of the Company's water mains to be made as described herein (the "Aqua Water Main Extension") in order to provide concurrent water service to the Redevelopment Area.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties hereto agree to and with each other as follows:

1. The Township, by itself or through its agents (including, but not limited to, the Infrastructure Redeveloper), shall be responsible for the construction of the Township Sewer Main Extension, including sole responsibility for the design, permitting and costs associated therewith. The design drawings for the Township Sewer Main Extension, as submitted to Aqua New Jersey for review and approval, and the general design parameters of the Township Sewer Main Extension are attached hereto as Exhibit A.

2. Upon completion of construction and acceptance by the Township and Aqua New Jersey of the Township Sewer Main Extension (such acceptance to be timely rendered and not unreasonably withheld), Aqua New Jersey shall be permitted to use and agrees to operate and maintain the Township Sewer Main Extension as provided herein. For such purpose, the Township hereby grants to Aqua New Jersey an easement and/or an irrevocable license to use and maintain the Township Sewer Main Extension. It is further understood and agreed that, during the term of this Agreement, it may become necessary to convey sewage through the Township Sewer Main Extension to portions of Aqua New Jersey's system to serve the needs of future existing customers (other than those directly connected by lateral mains to the Township Sewer Main Extension).

3. Subsequent to installation and acceptance as set forth in Paragraph 2 above, Aqua New Jersey agrees to manage and operate on a day-to-day basis the Township Sewer Main Extension, including the maintenance thereof, and Aqua New Jersey shall be responsible for all associated utilities, supplies and power sources for the Township Sewer Main Extension after installation and acceptance. For the avoidance of doubt, the Township shall only be responsible for cost to design, construct and install the Township Sewer Main Extension and, subsequent to acceptance thereof by the Township and Aqua New Jersey, Aqua New Jersey shall be responsible for all other expenses related to the Township Sewer Main Extension, excepting costs related to Replacements. For purposes of this Agreement, "Replacements" shall mean the wholesale removal and replacement of a segment of the sewer pipe that is part of the Township Sewer Main Extension.

4. Subsequent to installation and acceptance of the Township Sewer Main Extension as set forth in Paragraph 2 above, except as to any necessary Replacements (which shall be the sole cost of the Township as described in Paragraph 2 above), Aqua New Jersey will provide, at

its sole cost, maintenance, repairs, and upgrades of the Township Sewer Main Extension, while owned by the Township, after the expiration of any applicable warranty periods.

(a) In this Agreement, references to “maintenance” and “repairs” shall mean: common repair and maintenance activities done in accordance with utility ratemaking practices that will be accepted by the Parties as utility plant and/or operational expenses for Aqua New Jersey.

(b) In this Agreement, references to “upgrades” shall mean: new improvements to the Township Sewer Main Extension to allow for continued service and future Township-only flows, which will be accepted by the Parties as utility plant and/or operational expenses for Aqua New Jersey. Further, references to “upgrades” in this Agreement explicitly do not include any upgrades, as may be required, for the Township’s pump station required to convey sewage to the GCUA’s sewage conveyance system and treatment works, if any, whether as a result of the Township Sewer Main Extension or otherwise.

(c) It is understood and agreed that any portion of the Township Sewer Main Extension for which Aqua New Jersey makes a Replacement shall be owned by Aqua New Jersey.

5. The Township shall transfer title to the Township Sewer Main Extension to Aqua New Jersey upon the following terms:

(a) The Township shall transfer title of the Township Sewer Main Extension to Aqua New Jersey upon the completion thereof provided that if the Township Sewer Main Extension is financed through tax-exempt bonds (referred to as “System Debt”), title to the Township Sewer Main Extension shall be transferred to Aqua New Jersey at the later of (i) the final maturity of the System Debt issued for the purposes of financing the Township Sewer Main Extension; (ii) the date on which there is no System Debt; or (iii) the time permitted pursuant to

the Internal Revenue Code of 1986, as amended (the "Code"), and applicable financing restrictions.

(b) If the Township Sewer Main Extension is financed through taxable debt not subject to the tax-exempt restrictions of the Code, the Parties agree that title may be transferred to Aqua New Jersey at such earlier time as the Parties hereto may later agree, in writing.

6. At all times after completion of construction of the Township Sewer Main Extension, the Township shall retain the sewer capacity and allocation rights in the Township Sewer Main Extension. Such rights shall be retained even after such time as title to the Township Sewer Main Extension is vested in Aqua New Jersey.

7. Any customer desiring to use the Township Sewer Main Extension shall be responsible for payment of:

(a) Aqua New Jersey's then-applicable tariff rates for the service provided in the Township;

(b) The GCUA's then-applicable connection fee, usage fee and any other applicable fee charged by the GCUA for treatment of the sewage from the Township Sewer Main Extension; and

(c) the Township's then-applicable connection fee, usage fee or any other fee charged by the Township for the use of the Township Sewer Main Extension.

Aqua New Jersey shall require that any customer desiring to use the Township Sewer Main Extension provide proof to Aqua New Jersey that such customer has received any and all applicable consents from the GCUA and the Township necessary to connect into the Township Sewer Main Extension, and that such customer shall then be subject to the then-applicable connection fees, usage fees and any other applicable fees as set forth in Section 7(a)-(c) above. The foregoing right to connect into the Township Sewer Main Extension and treatment on inflows

thereafter by GCUA shall be separately memorialized by a written agreement between Aqua and the GCUA.

8. Any fee charged by the GCUA or the Township for use of the Township Sewer Main Extension shall be charged and collected by GCUA or the Township directly. Nothing herein shall prevent Aqua New Jersey from including fees charged by the GCUA to Aqua New Jersey for treatment-related costs for customers in the Township, as such fees are included in Aqua New Jersey's tariff rate approved by the New Jersey Board of Public Utilities (the "BPU").

9. Aqua New Jersey hereby approves the size and type of the sewer mains to be used in the installation of the Township Sewer Main Extension, as set forth on the design drawings attached hereto as Exhibit A, and this size and type shall remain unchanged.

10. Aqua New Jersey shall be responsible for the construction of the Aqua Water Main Extension (as depicted in the design drawings and general design parameters attached hereto as Exhibit B), including assuming sole responsibility for the design, permitting and other costs associated with the Aqua Water Main Extension. The Aqua Water Main Extension will generally take the same route as the Township Sewer Main Extension.

11. Aqua New Jersey shall own, operate, use, maintain and retain all rights in the Aqua Water Main Extension, including allocation rights.

12. The water mains and appurtenances laid or to be laid pursuant to this Agreement, whether in private or public rights-of-way, or in land of the Township or its successors in title, shall be and remain the property of Aqua New Jersey, its successors and assigns. The sewer mains and appurtenances laid or to be laid pursuant to this Agreement, whether in private or public rights-of-way or in land of the Township or its successors in title, shall be and remain the property of the Township, until such time as title to the Township Sewer Main Extension is transferred to Aqua New Jersey, in accordance with the terms of this Agreement, at which time such sewer mains and

appurtenances shall become and remain the property of Aqua New Jersey, its successors and assigns. The Township hereby grants to Aqua New Jersey an easement and right-of-way over the streets served pursuant to this Agreement for the purpose of installing, maintaining, repairing, extending, replacing and removing said water and sewer mains and appurtenances subject to such terms and conditions as may be reasonably imposed by the Township.

13. Aqua New Jersey shall accept operation and maintenance responsibility for the Township Sewer Main Extension pursuant to Paragraphs 2 through 4 hereof, upon completion of construction, subject to the following conditions or waiver thereof by Aqua:

(a) The Township shall convey and confirm to Aqua New Jersey, prior to the installation of any of the mains herein described and which are intended to be located outside existing or proposed public rights-of-way, a perpetual, exclusive, and recordable deed or deeds of easement, in a form satisfactory to Aqua New Jersey, granting to Aqua New Jersey the right to install, operate and maintain such facilities located therein (each a "Deed" and collectively, the "Deeds"). At a minimum, each Deed shall give the metes and bounds description of the easement and shall be for a minimum width of 20 feet (10 feet on either side of the sewer main) unless otherwise agreed on the construction plans). Each Deed shall also state that no structures, fences, shrubbery or trees are to be located within said easement(s), and that no grades will be changed within the easement area after the mains are installed without advanced written permission from Aqua New Jersey. Aqua New Jersey shall be responsible for recording any such Deeds and shall provide the Township with recorded copies upon receipt.

(b) Prior to the installation of the mains, the Township and its agents (including, but not limited to, the Infrastructure Redeveloper) shall hold a preconstruction meeting with Aqua New Jersey and cause all installations in accordance to the invert elevation of the construction plans established for sewer. Submittals must also be approved for all manholes, pipe, cleanouts

and any other appurtenances prior to construction, such approval to be timely rendered and not unreasonably withheld. Any relocation or raising or lowering of the sewer mains or appurtenances during construction, and prior to acceptance by Aqua New Jersey, shall be at the sole cost of the Township.

(c) Each main or appurtenance must meet the approval of Aqua New Jersey, and is subject to inspection and approval of design, materials and installation by Aqua New Jersey, or its agent, and no mains or appurtenances shall be covered or buried by the Township or their agent(s), until such approval has been obtained, such approval to be timely rendered and not unreasonably withheld. Aqua New Jersey shall have complete access to the plans and specifications to be used by the Infrastructure Redeveloper, and Aqua New Jersey shall raise any concerns or conflicts relating thereto as soon as reasonably practicable upon discovery.

(d) At the completion of the installation of the Township Sewer Main Extension described herein, the Township, by and through its agent, shall perform the required acceptance testing witnessed by Aqua New Jersey and approved by Aqua New Jersey. Acceptance testing may include, but is not limited to, lamp testing, air testing, mandrel testing, manhole vacuum testing, television inspection and line flooding. The Township, by and through its agents, shall also submit to Aqua New Jersey an acceptable As-Built Record Drawing of the facilities constructed. **Sewer services will not be commenced until this As-Built Record Drawing is received.** The As-Built Record Drawing shall show the location of all mains, manholes, inverts, cleanouts, etc., along with the lengths of mains and their locations with respect to nearby natural or manmade features, such as curbs, manholes, utility poles, inlets, etc. Sewer service connection in the mains will not be turned on until all of the above is completed. If the Township elects to construct the improvements in phases, then all the requirements of this Paragraph shall apply to each phase.

14. Neither the Township nor Aqua New Jersey shall be responsible for the installation of services/laterals on the Township Sewer Main Extension. The Township's ownership will end at or near the property line at the cleanout on all sewer laterals. Upon completion of the transfer of title to the Township Sewer Main Extension to Aqua New Jersey, Aqua New Jersey's ownership will also end at or near the property line at the cleanout on all sewer laterals.

15. Aqua New Jersey agrees that, as and when any building that abuts on the Township Sewer Main Extension has a service connection made directly to said extension, *e.g., a lateral connection*, and the occupant has entered into a contract with Aqua New Jersey, then Aqua New Jersey agrees to refund to the Township, at the end of the first full calendar quarter in which the occupant commences service and a meter has been installed for water service, for each connected service made to the Township Sewer Main Extension herein provided. Aqua shall determine the amount of such refunds in accordance with both the BPU's regulations at *N.J.A.C. 14:3-8, et seq.* and the agreed upon schedule attached hereto as Exhibit C.

16. (a) Aqua New Jersey shall have the right to either on its own, or through a developer or other contractor in accordance with Aqua New Jersey's rules or practice, connect into and/or extend from the Township Sewer Main Extension or any portion of Aqua New Jersey's system served by the Township Sewer Main Extension to provide sewer service and no such connection of extension shall be considered part of the Township Sewer Main Extension nor shall any such extension be eligible for a refund pursuant to Paragraph 15 hereof; provided, however, that any such connection shall only be completed if in accordance with the then-applicable sewer capacity limitations of the GCUA and as set forth in subparagraph (b) of this Paragraph 16. The Township shall not be entitled to any refunds for any future extensions made off of the Township Sewer Main Extension. Any customer whose sewage shall be conveyed by the Township Sewer



Main Extension shall be subject to allocation by the Township and applicable fees pursuant to Paragraph 7 hereof.

(b) Any such extension of the Township Sewer Main Extension shall only be permitted if such extension is in complete accordance with any applicable laws, rules and regulations, including but not limited to rules and regulations promulgated by the BPU and the New Jersey Department of Environmental Protection, and may require approvals from the Township and the GCUA, as necessary.

17. The aggregate amount to be refunded by Aqua New Jersey to the Township pursuant to Paragraph 15 hereof shall not exceed the total amount of the Township Sewer Main Extension financing and construction costs as described in Paragraph 21 hereof. **No refunds will be issued until the conditions set forth in Paragraph 13 (a) through (d) have been met, regardless of any acceptance by Aqua New Jersey.**

18. Pursuant to the BPU's regulations at *N.J.A.C. 14:3-8, et seq.*, the limitation period for new service connections for the purpose of refunds by Aqua New Jersey to the Township shall be ten (10) years following the date of acceptance by Aqua New Jersey of the Township Sewer Main Extension. No refunds shall be due for any customer(s) connected after said ten (10) year period. Any amount not refunded for customers connected within said ten (10) year period shall belong to and be retained by Aqua New Jersey.

19. The Parties understand and agree that neither Aqua New Jersey, nor the Township have the right or authority to allocate treatment capacity of the GCUA, and as such, cannot guarantee the existence or availability of such treatment capacity for the sewage generated and carried to the GCUA for customers who wish to connect to the Township Sewer Main Extension upon its completion, or for customers who wish to connect to any future extensions thereof.

20. Upon transfer of title of the Township Sewer Main Extension to Aqua New Jersey, the Township agrees to execute bills of sale, deeds or other instruments deemed necessary or appropriate to ensure Aqua New Jersey's clear title to the Township Sewer Main Extension and appurtenances as herein provided.

21. Within sixty (60) calendar days of completion of all work covered by this Agreement, the Infrastructure Redeveloper shall supply a statement of actual cost ("Statement of Cost") indicating the actual cost of the materials, design, permitting and installation of the sewer main and appurtenances. *See N.J.A.C. 14:3-8 et seq.* The statement of actual cost shall provide sufficient detail to distinguish the cost of each size and class of pipe, and shall include the following statement:

I, \_\_\_\_\_, hereby certify that the information provided in this document is true, accurate and complete. I am aware that making false, inaccurate statements, or providing incomplete information could be considered prima facie evidence of an attempt to defraud the U.S. Government out of tax monies due.

The Township shall require that the statement shall be signed by an officer of the Infrastructure Redeveloper with the position of vice president, or higher.

22. The Township shall be responsible for the engineering, permitting and construction of the Township Sewer Main Extension.

23. The Parties agree that they will use their best efforts to coordinate the construction of the Aqua Water Main Extension and the Township Sewer Main Extension in an attempt to minimize costs and maximize potential efficiencies for all Parties to the extent reasonably practical.

24. To the extent not already obtained or pre-existing, the Township shall obtain all easements in the name of the Township and Aqua New Jersey for the Township Sewer Main

Extension. Where reasonably necessary and requested by Aqua New Jersey, the Township shall obtain such easement to allow also for the existence and maintenance of the Aqua Water Main Extension. The cost of any shared easements secured for both the Aqua Water Main Extension and the Township Sewer Main Extension shall be split 50/50 by the Parties.

25. Authority and Approvals for Transfer. This Agreement is made between the Township and Aqua New Jersey pursuant to *N.J.S.A. 40A:12A-8(g)*, in connection with the Kings Landing Redevelopment Plan, which acknowledged and recognized the need for the development of sewer infrastructure, including the Township Sewer Main Extension, in the Redevelopment Area.

(a) The Township shall, by ordinance to be duly adopted by the Township governing body, approve the terms and conditions of this Agreement and authorize its execution.

(b) If necessary, the Parties agree to use their best efforts to coordinate any requisite filing with the BPU requesting approval of this Agreement, whether brought pursuant to *N.J.S.A. 40:63-31.1*, *N.J.S.A. 40:63-31.2*, or any other relevant New Jersey statute or regulation.

26. Governing Law. This Agreement and any claims arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and shall in all respects be interpreted, enforced and governed under the internal and domestic laws of the State of New Jersey, without giving effect to principles of conflicts of law. Any disputes arising out of, or related to, this Agreement shall be adjudicated in the New Jersey Superior Court with venue in Gloucester County unless the Parties mutually agree on a different form of dispute resolution.

27. Integration. This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties. It supersedes all prior negotiations and/or agreements between the Parties. The Parties represent and warrant that in entering into this

Agreement, they are not relying on any promises or representations that do not appear herein. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement executed by all of the Parties hereto.

28. No Third Party Beneficiaries. This Agreement is solely between the Parties hereto and in no instance shall any other person have any rights under this Agreement except as otherwise expressly provided herein or in separate agreements with those Parties.

29. Severability. If any provision in this Agreement is found to be unenforceable subsequent to installation of the Aqua Water Main Extension and the Township Sewer Main Extension, the rights and obligations pursuant to Paragraphs 2 through 5 herein shall remain in force and effect to the extent permitted by law.

30. Role of BPU. This Agreement and the Parties' obligations hereunder may be subject to review and approval by the BPU and any other applicable regulatory bodies, as well as any required Municipal approvals.

31. Drafting. The Parties agree that this Agreement shall be construed without regard to the drafter of the same and shall be construed as though each of the Parties to this Agreement participated equally in the preparation and drafting of this Agreement.

32. Successors and Assigns. It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each party's representatives, heirs, executors, administrators, successors and assigns.

33. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic mail, facsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any Party delivering an executed counterpart

of this Agreement by electronic mail, facsimile or other electronic method of transmission shall also deliver an original executed counterpart upon request, but the failure to do so shall not affect the validity, enforceability or binding effect thereof.

**IN WITNESS WHEREOF**, the Parties hereto have duly caused these presents to be executed by their duly authorized officers as of this \_\_\_\_ day of March, 2021.

ATTEST:

**TOWNSHIP OF WOOLWICH**

(SEAL)

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

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

Vernon Marino  
Mayor

Date: \_\_\_\_\_

ATTEST:

**AQUA NEW JERSEY, INC.**

(SEAL)

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

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

Lawrence Carson  
President

Date: \_\_\_\_\_

**NEED TO ADD EXHIBITS "A" AND "B"**

**SAMPLE:**

STATEMENT OF ACTUAL COST

PROVIDING SEWER SERVICE TO

CONTRACT No.

APPLICANT'S COST

' ± 8-inch Gravity Sewer Costs on-site        \$

Standard Manholes, on-site    \$

Doghouse Manholes, on-site \$ \_\_\_\_\_

TOTAL        \$

"I, \_\_\_\_\_, hereby certify that the information provided in this document is true, accurate and complete. I am aware that making false, inaccurate statements, or providing incomplete information could be considered prima facie evidence of an attempt to defraud the U.S. Government out of tax monies due."

The statement shall be signed by an officer of the Applicant with the position of vice president, or higher.

ATTEST:

(  
(SEAL)

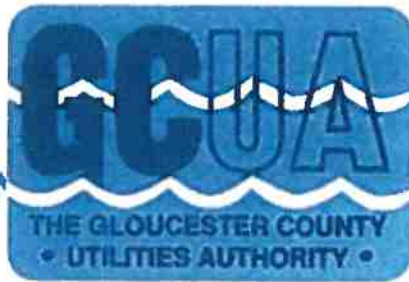
By:

By:

\_\_\_\_\_  
(Type or print name & title)

**Exhibit O**  
**GCUA “Will Serve” Letter**





May 31, 2019

Timothy R. Staszewski, PE  
Remington & Vernick Engineers  
232 Kings Highway East  
Haddonfield, NJ 08033

**Re: Township of Woolwich  
Will Serve - Capacity Assurance Letter**

Dear Mr. Staszewski:

The Gloucester County Utilities Authority is in receipt of a request for "Will Serve" confirmation for the above-noted project. The flow sewer projections for Woolwich Township are 800,000 gpd.

The Gloucester County Utilities Authority has conveyance and wastewater treatment plant capacity currently available for the above-noted flows. Future upgrades to the Mantua Creek Pump Station and to the Wastewater Treatment Plant are planned for future system build-out. Connections from Woolwich Township will be assessed an impact fee of \$8.72/gallon to fund needed improvements.

The Gloucester County Utilities Authority can serve this project based on 2019 system and treatment capacities. A formal Gloucester County Utilities Authority allocation of capacity submission along with a NJDEP Treatment Works approval application is necessary for official reservation of capacities.

In summary based on current flows, the Authority is in a position to reserve capacity for Woolwich Township with anticipated surplus capacity for the next five (5) plus years.

GLOUCESTER COUNTY UTILITIES AUTHORITY

Thank You,   
John J. Vinci Sr., Executive Director

**Exhibit P**  
**MOU between Township, Swedesboro,**  
**GCUA and GCIA**

## MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT made this 8<sup>TH</sup> day of May, 2020  
between,

### Parties:

1. Gloucester County Utilities Authority (GCUA)
2. Gloucester County Improvement Authority (GCI A)
3. Woolwich Township
4. The Borough of Swedesboro

### Project

**WHEREAS**, the Gloucester County Improvement Authority (GCI A) operates a County Landfill. Leachate from the landfill is collected and stored on-site. Current practice is to haul the leachate to the Gloucester County Utilities Authority (GCUA) Wastewater Treatment Plant. Approximately 30-truck loads are delivered each day, Monday through Friday. Wet weather conditions increase the volume, with peak days of 200,000 gpd. Monthly average day flows vary from 70,000 to 100,000 gpd. Because of storage capacity at the GCI A Complex, the maximum future daily flow will be limited to 200,000 gpd; and

**WHEREAS**, the GCI A intends to construct a pump station and force main to convey the leachate to the GCUA interceptor system in a joint venture with the Borough of Swedesboro and Woolwich Township; and

**WHEREAS**, GCI A will complete all on-site improvements to pipe leachate to the new GCI A leachate pump station under their own separate project contracts. GCI A will also be responsible for the design and construction of the GCI A pump station which will be designed to GCUA standards, since GCUA will function as the future pump station operator. Flow from the pump station will be metered. The GCI A pump station will convey the leachate to a pump station to be constructed, owned and operated by the Borough of Swedesboro; and

**WHEREAS**, the Swedesboro Pump Station will be constructed by the Borough of Swedesboro and will connect to the GCUA force main in Kings Highway. Swedesboro will abandon their existing wastewater treatment plant and become a part of the Gloucester County Utilities Authority Regional System. Swedesboro's current average daily flows are approximately 220,000 gpd with a WMP buildout flow of 400,000 gpd. GCI A has agreed to be responsible for the design and construction oversight costs for the Swedesboro Pump Station pump station which will be designed to GCUA standards. The pump station construction will be paid for by the Borough of Swedesboro and shall include provisions for receiving and pumping GCI A leachate from this pump station, in combination with the Borough of Swedesboro flows; and

**WHEREAS**, the pump station will require a metering station component built to meter and transmit flow data to GCUA's operation center at 2 Paradise Road, West Deptford, NJ. The metering station will be constructed by GCUA on the pump station property and turned over to GCUA to own and maintain. The GCUA will complete the work necessary for the metering stations needed for this project; and

**WHEREAS**, the design, permitting and construction oversight of the Swedesboro pump station shall be completed by the GCIA and their professionals. Gloucester County will amend the Wastewater Management Plan for this project. All other permits required for the pump station project and abandonment of any treatment components, will be the responsibility of the Borough; and

**WHEREAS**, operational costs for the pump station will be shared between the Borough of Swedesboro and the GCIA. An estimated quarterly operation invoice will be generated by the Borough of Swedesboro and sent to GCIA for payment. At the end of each year, an adjustment will be determined based upon actual operating costs, proportioned between the Borough of Swedesboro and GCIA based on actual flows; and

**WHEREAS**, the design and selection of the pumps for the Swedesboro Pump Station shall consider the need to pump in concert with a 800,000 gpd future flow from the Woolwich Pump Station; and

**WHEREAS**, Woolwich Township is currently constructing a gravity sewer conveyance system to service the Route 322 corridor. A regional pump station is being designed on Locke Avenue. Aqua will operate and maintain the Woolwich Pump Station and force main up to the connection point of the Mantua Main being the intersection of Route 322 (Swedesboro Road) and Garwin Road across from the Kingsway Regional High School and will be the eventual owner. In the event a default on the part of Aqua of the operation and maintenance obligation set forth herein, Woolwich Township shall be responsible for such operation and maintenance; and

**WHEREAS**, the "Mantua Main" is the shared force main for flows from Woolwich Township and Swedesboro/GCIA. It starts at the intersection of Route 322 (Swedesboro Road) and Garwin Road across from the Kingsway Regional High School and continues to a discharge point into the Edwards Run Interceptor prior to the GCUA Mantua Creek Pump Station; and

**WHEREAS**, a one-time impact/recapture fee will be assessed to new customers connecting to the wastewater system for this amended sewer service area for GCUA system improvements needed to accommodate the additional regional flows. Fees are currently \$8.72/gallon, which may increase over time. All existing Swedesboro sewer connections are exempt from this impact fee. New connections will be subjected to GCUA current connection fee rate as well as the Swedesboro connection fee, at time of payment; and

**WHEREAS**, metered flows for the Borough of Swedesboro and Woolwich Township will be invoiced by GCUA at their published rates. GCIA flows will be deducted from the Swedesboro Pump Station metered flows to determine flows contributed by the Borough; and

**WHEREAS**, the Borough of Swedesboro will also make a \$250,000.00 payment to GCIA as a contribution for and payment for the Kings Highway portion of the Mantua Main construction costs. This payment is due upon activation of the pump station and force main; and

### Terms of Agreement

1. The preceding "Whereas" paragraphs are incorporated into the Terms of Agreement as if fully set forth below.
2. GCIA will be responsible for all construction costs pertaining to the leachate pump station and force main connecting to the Borough of Swedesboro Pump Station and for the force main from the Swedesboro Pump Station site to the Mantua Main.
3. Subsequent to construction completion, GCIA will transfer ownership of leachate pump station and force main to GCUA. GCUA will be responsible for future maintenance, repairs and operating costs for the pump station and force main. GCUA will provide licensed operator services for the GCIA pump station and force main.
4. Woolwich Township will complete construction of the Route 322 sewer collection system, consistent with the terms of an agreement between Woolwich Township and Aqua.
5. Pursuant to the terms of an agreement between Woolwich Township and Aqua, Woolwich Township will retain ownership, until such time as Aqua is legally permitted to take ownership pursuant to any bonding restrictions, and Aqua will provide a licensed operator and be responsible for future maintenance and repairs to the sewer collection system. In the event a default on the part of Aqua of the operation and maintenance obligation set forth herein, Woolwich Township shall be responsible for such operation and maintenance. A GCUA metering station constructed to GCUA standards will be required at the Locke Street Pump Station Site. GCUA will own and maintain this metering station.
6. Borough of Swedesboro will own and operate gravity sewer to their pump station, the pump station and all piping through a valve vault. A system valve will be installed prior to the flow meter vault which will delineate ownership between the Borough and GCUA infrastructure. GCUA will also be responsible for future maintenance, repair and operation of the force main from the noted system value to the connection point with the Mantua Main.
7. GCIA will be responsible for the design costs for the Swedesboro Pump Station and Metering Station and the construction oversight of the project through their engineering firm, CME.
8. Borough of Swedesboro will be responsible for the cost for the construction of the Borough of Swedesboro Pump Station.
9. GCIA has agreed to include all costs associated with the Swedesboro Pump Station in their bonding for the overall Mantua Main project. Swedesboro will repay their portion of the cost over a 20-year period. Payments will begin one year after completion of the Mantua Main project.
10. Operational costs for the Swedesboro pump station will be shared between the Borough of Swedesboro and the GCIA. An estimated quarterly operation invoice will be generated by the Borough of Swedesboro and sent to GCIA for payment. At the end of each year,

an adjustment will be determined based upon actual operating costs, proportioned between the Borough of Swedesboro and GCIA based on actual flows.

11. The Borough of Swedesboro will also make a \$250,000.00 payment to GCIA as a contribution for and payment for the Kings Highway portion of the Mantua Main construction costs. This payment is due upon activation of the pump station and force main.
12. The Borough of Swedesboro will provide a blanket easement for Block 23, Lot 14 which is the Swedesboro pump station parcel, to permit construction including directional drilling set-up for the Raccoon Crossing Creek and to permit GCUA personnel access to maintain the flow meter and SCADA telemetry components.
13. The cost for construction of the "Mantua Main" will be shared by GCIA and Woolwich Township equally (50% each). The Swedesboro aforementioned onetime payment will be shared and accredited equally between GCIA and Woolwich.
14. GCUA will assume ownership of the Mantua Main and be responsible for future operations and maintenance costs. Transfer of ownership for Woolwich's portion of the Mantua Main will be deferred, if required by the form of financing, until debt service for the construction of this sewer infrastructure is eliminated.
15. Current and future operational sequences will be reviewed to ensure that the Borough of Swedesboro and the Woolwich Township pump stations operate in concert.
16. Each party will be responsible for payment of legal and engineering service fees to their appointed consultants based on the assignment of tasks promulgated in this Agreement.
17. The Parties to this Agreement, agree to use their best efforts to cooperate with each other on any applications to any governmental authority having jurisdiction and any private party with review and/or approval rights, to provide its support and assistance in facilitating and expediting any such applications, and to use its best efforts in order to effectuate the Mantua Main, the gravity sewer conveyance system to service the Route 322 corridor, and the construction and/or improvements to sewer pump stations required by these projects, including applications for modifications of regulations, changes in standards or other relief from such governmental authorities or for amendments to any existing agreements between any of the Parties.

IN WITNESS WHEREOF, the parties, pursuant to the authority granted to them and set forth, have executed this Agreement on the date indicated herein.

ATTEST:



GLOUCESTER COUNTY UTILITIES  
AUTHORITY

Stephanie Killeen

By: [Signature]

EX. DIR.

ATTEST:

GLOUCESTER COUNTY  
IMPROVEMENT AUTHORITY

By: [Signature]

ATTEST:



TOWNSHIP OF WOOLWICH

Kim M. Jaworski

By: [Signature]

Vernor Morris, Mayor

ATTEST:



BOROUGH OF SWEDSBORO

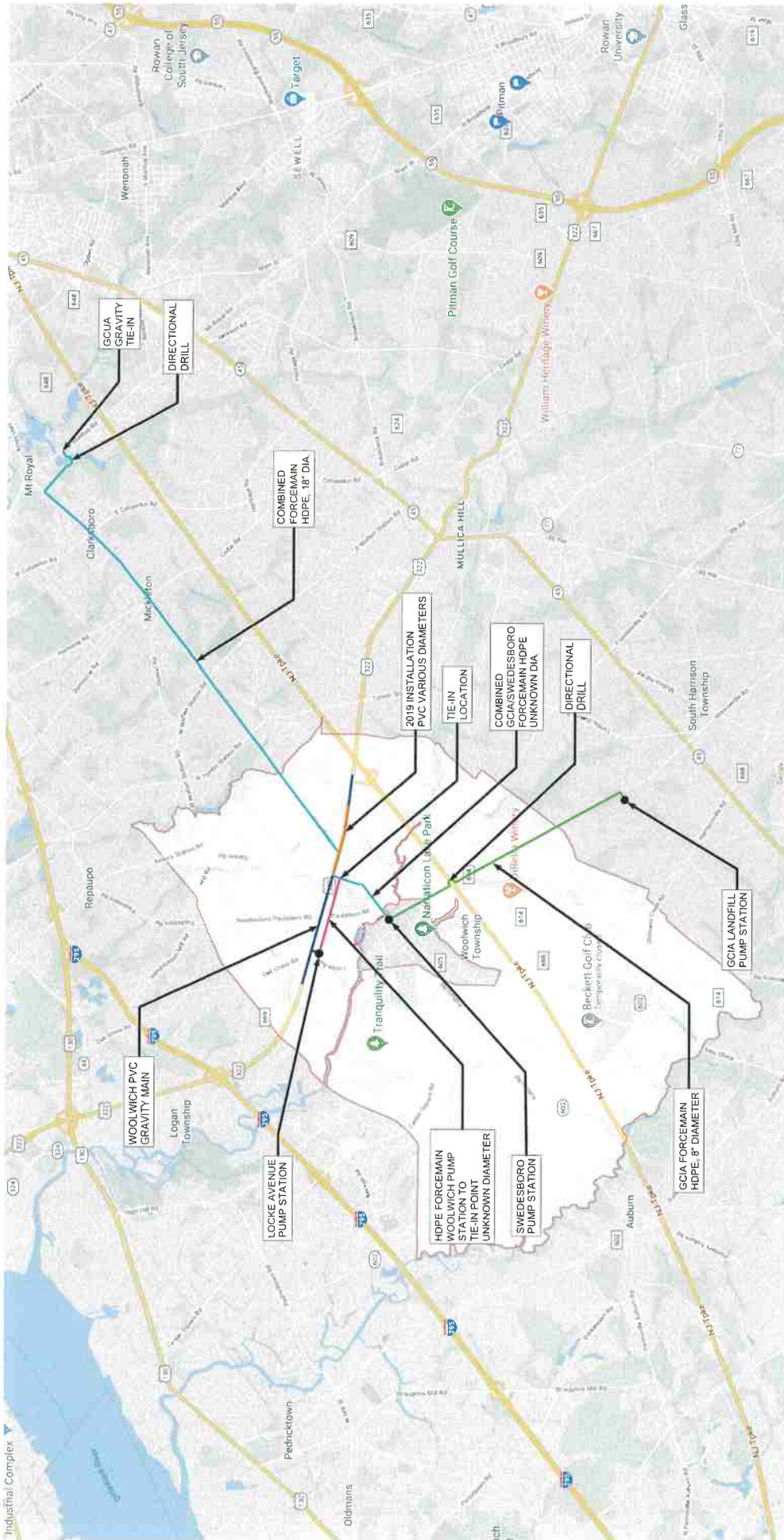
Stephanie Killeen  
, Clerk

By: [Signature]

Thomas W Fromm, Mayor

**Exhibit Q**  
**Sewer Infrastructure Plan**





	18" HDPE	37205.0 FT
	8" HDPE	16717.0 FT
	Gravity PVC	9003.0 FT
	HDPE Unknown Dia.	4655.0 FT
	Pump Station	3.0 EA
	2019 Installation	4316.1 FT

Not to Scale. Measurements are not accurate for conceptual purposes only

PROPOSED COMBINED  
GCIA/GCUA/SWEDESBORO/WOOLWICH  
SEWER PROJECT JULY 2020

**Exhibit R**  
**Precision Redevelopment Agreement**  
**& Amendment**

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**REDEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE TOWNSHIP OF WOOLWICH**

**AND**

**PRECISION LAND DEVELOPMENT, LLC**

**Redeveloper**

**Date: October \_\_, 2017**

---

**THIS REDEVELOPMENT AGREEMENT** (this "Agreement"), dated as of \_\_\_\_\_, 2017 by and between **PRECISION LAND DEVELOPMENT, LLC.**, a \_\_\_\_\_ limited liability company, having offices at P.O. Box 68, Bridgeton, New Jersey 08302, and/or its assignee, as provided herein, (the "Redeveloper"), and the **TOWNSHIP OF WOOLWICH**, a municipal corporation of the State of New Jersey, having offices at 120 Village Green Drive, Woolwich Township, New Jersey 08085 (the "Township"), collectively referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.*, as amended and supplemented ("Redevelopment Law"), 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, the Township Committee, by Resolution No. 2014-20 and Resolution No. 2017-15, designated certain properties in and around the Township's Regional Center East and Regional Center West to be areas in need of redevelopment in accordance with the Redevelopment Law, referred to as the "Kings Landing Redevelopment Area"; and

**WHEREAS**, pursuant to its plans for the revitalization of the Township of Woolwich, the Township adopted the Kings Landing Redevelopment Plan, Route 322 Corridor ("Redevelopment Plan"), which sets forth, *inter alia*, the plans for the redevelopment of the Kings Landing Redevelopment Area (the "Redevelopment Area"); and

**WHEREAS**, the Redevelopment Plan calls for, among other things, demolition of existing improvements and construction of new improvements in the Redevelopment Area, including infrastructure; and

**WHEREAS**, the Redevelopment Law, N.J.S.A. 40A:12A-8(f), 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**, pursuant to Resolution No. 2017-176, the Township Committee designated the Redeveloper as "Infrastructure Redeveloper" for the design and construction of a sewer conveyance system and other related infrastructure improvements along the Route 322 Corridor; and

**WHEREAS**, the Township and Redeveloper have engaged in such negotiations and the Township Committee has determined that it is in the best interests of the Township to enter into this Agreement with Redeveloper for design and construction of certain infrastructure within the Kings Landing Redevelopment Area in the areas shown on Exhibit "A" attached hereto (the "Project Area"), as more particularly shown on the Infrastructure Plan for Woolwich Township,

prepared by \_\_\_\_\_, dated \_\_\_\_\_, attached hereto as Exhibit "B", and as more particularly described in Exhibit "C" attached hereto (the "Project Improvements"); and

**WHEREAS**, the project, which includes the obtaining of Governmental Approvals, obtaining access to the Route 322 Right of Way, performing site preparation and infrastructure installation and providing technical assistance with the financing, construction and completion of all Project Improvements contemplated under this Agreement (the "Project"), shall be completed pursuant to the provisions of the Redevelopment Plan and the Master Plan for the Kings Landing Redevelopment Area, copies of which Plans are on file with the Township Clerk's Office; and

**WHEREAS**, it is anticipated that the Township will obtain funding from the New Jersey Environmental Infrastructure Trust ("NJEIT") for the Project (the "NJEIT Funding").

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

## **ARTICLE I DEFINITIONS AND INTERPRETATIONS**

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

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

**"Agreement"** means this Redevelopment Agreement between the Township and the Redeveloper.

**"Commence Construction"** or "**Commencement of Construction**" means the undertaking by the Redeveloper of any actual physical construction of any Project Improvements, including site preparation, environmental remediation, construction of new structures or construction or upgrading of infrastructure.

**"Completion"** means completion of construction of the Project Improvements, including (i) the issuance of a "Stage III Treatment Works Approval" or other applicable approval of the NJDEP required for the operation of the Project Improvements, (ii) receipt of any other required approvals necessary for operation of the Project Improvements from the NJDOT, the Township of Woolrich or Logan Township, and (iii) acceptance of those portions of the Project Improvements located in Logan Township by the LTMUA.

“Control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

“Declaration” is defined in Section 3.2.

“Effective Date” means the date of this Agreement.

“Environmental Laws” means any present or future applicable federal, state or local law, rule, regulation, order or other requirement dealing with environmental protection.

“Event of Default” is defined in Section 12.1.

“Force Majeure” is defined in Section 12.2.

“Governmental Approvals” means all necessary reviews, consents, permits or other approvals of any kind legally required by any Governmental Body in order to carry out the Project.

“Governmental Body” means any federal, state, county or local agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, the Township and the State.

“Hazardous Substance” means any substance, chemical or waste that is listed as hazardous, toxic, a pollutant or contaminant, or dangerous under any applicable federal, state, county or local statute, rule, regulation, ordinance or order, which is not properly contained and which exceeds allowable volume and/or concentration limits under applicable Environmental Laws.

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

“LTMUA” means the Logan Township Municipal Utilities Authority.

“NJDEP” means the New Jersey Department of Environmental Protection.

“NJDOT” means the New Jersey Department of Transportation.

“NJEIT” means the New Jersey Environmental Infrastructure Trust.

“NJEIT Funding” is defined in the Recitals hereto.

“Party” means either the Township or the Redeveloper, as the context requires.

“Performance and Payment Bond” is defined in Article 10.

“Permitted Transaction” is defined in Section 8.2(b).

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

“Planning Board” means the Joint Land Use Board for the Township of Woolwich.

“Plans and Specifications” is defined in Section 4.10.

“Progress Report” is defined in Section 7.2.

“Project” as defined in the Recitals hereto.

“Project Budget” is defined in Section 4.10.

“Project Area” is defined in the Recitals hereto.

“Project Costs” is defined in Section 9.2.

“Project Improvements” is defined in the Recitals hereto.

“Project Schedule” shall mean the schedule for completion of construction of the Project attached hereto as Exhibit “D”.

“Project Team” is defined in Section 4.13 and more specifically described on Exhibit “E”.

“Redevelopment Area” as defined in the Recitals hereto.

“Redevelopment Law” as defined in the Recitals hereto.

“Redevelopment Plan” as defined in the Recitals hereto.

“Redeveloper” means Precision Land Development, LLC.

“Redeveloper Covenants” is defined in Section 3.1.

“State” means the State of New Jersey.

“Tolling Event” is defined in Section 4.11.

“Township” as defined in the Recitals hereto.

“Township Indemnified Parties” means the Township and its officers, agents, employees, contractors, and consultants.

“Transfer” is defined in Section 8.2(a).

**SECTION 1.2. Interpretation and Construction.**

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this 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 mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal 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 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 Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) All Notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time.

## ARTICLE 2 GENERAL REPRESENTATIONS AND WARRANTIES

**SECTION 2.1. Representations and Warranties by Redeveloper.** The Redeveloper hereby represents and warrants the following to Township for the purpose of inducing Township to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The Redeveloper is a limited liability company, is qualified to do business and is in good standing under the laws of the State, and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Agreement.

(b) The Redeveloper has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.

(c) This Agreement is duly executed by the Redeveloper, and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and



delivery hereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Redeveloper is a party.

(d) No receiver, liquidator, custodian or trustee of the Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date.

(e) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper shall have been filed.

(f) No indictment has been returned against any official of the Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Agreement or otherwise.

(g) There is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (1) questions the authority of the Redeveloper to enter into this Agreement or any action or act taken or to be taken by the Redeveloper pursuant to this Agreement; or (2) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition which will materially and substantially impair its ability to perform its obligations pursuant to the terms of this Agreement.

(h) The Redeveloper's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any operating, partnership and/or stockholder agreement of the Redeveloper or of any agreement, mortgage, indenture, instrument or judgment, to which the Redeveloper is a party.

(i) To the Redeveloper's knowledge, all information and statements included in any written documentation submitted by the Redeveloper to the Township and its agents are true and correct in all material respects, and the Redeveloper acknowledges that the facts and representations contained therein are a material factor in the decision of the Township to enter into this Agreement.

(j) The Redeveloper is financially and technically capable of developing, designing, financing and constructing the Project, subject to the Township's reimbursement obligations as set forth in Section 4.1.

(k) The ownership structure of the Redeveloper is set forth on Exhibit "F". The Redeveloper shall, at such times as Township may reasonably request, furnish Township with a complete statement subscribed and sworn to by the manager of the Redeveloper, setting forth all of the ownership interests of the Redeveloper, or other owners of equity interests of the Redeveloper and the extent of their respective holdings in the Redeveloper, and in the event any other parties have a beneficial interest in the Redeveloper, their names and the extent of such interest in the Redeveloper.

**SECTION 2.2. Representations and Warranties by Township.** The Township hereby represents and warrants the following to the Redeveloper for the purpose of inducing the Redeveloper to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The Township has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

(b) This Agreement is duly executed by the Township and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of Legal Requirements presently in effect and the execution and delivery thereof shall not, with due Notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party.

(c) There is no pending, or to the best of the Township's knowledge threatened, litigation that would prevent the Township from performing its duties and obligations hereunder.

(d) The Township has or will obtain, with the cooperation and assistance of the Redeveloper, sufficient rights and access to the Project Area from all necessary parties so as to permit Redeveloper to complete construction of the Project Improvements.

(e) To the best of the Township's knowledge, the Project Area is not subject to any easements, structures, conditions of title or financing restrictions of record that will impede or interfere with the Redeveloper's ability to complete construction of the Project Improvements under this Agreement, except for such rights as may exist in the NJDOT for the Route 322 Right of Way. The Parties mutually acknowledge and agree to address any existing restrictions in a commercially reasonable manner.

(f) The Township is not a party to any agreement, contract, obligation, promise, offer, representation, letter of intent, memorandum of understanding or contractual or quasi- contractual relationship that prevents or limits the Township in its ability and right to enter this Agreement and/or to grant to the Redeveloper the rights set forth in this Agreement.

(g) The Township has not granted to any other party the rights granted to Redeveloper in this Agreement with respect to the Project Area.

**SECTION 2.3. Mutual Representations.** In the event that any conditions or other matters or contractual provisions that are required by the Redevelopment Law or any other Legal Requirements have been omitted from this Agreement, then, as appropriate, either (a) the Township shall correct or fulfill any requirements of the Redevelopment Law or any other Legal Requirements which would have initially been the obligation of the Township to correct or fulfill; and/or (b) the Township and the Redeveloper agree that this Agreement shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Agreement. If such incorporation occurs and results in a change in the obligations or benefits of one of the parties, the Township and the Redeveloper agree to act in good faith to mitigate such changes in position.

**ARTICLE 3**  
**REDEVELOPER COVENANTS; DECLARATION OF COVENANTS AND**  
**RESTRICTIONS**

**SECTION 3.1 Redeveloper Covenants.** The Redeveloper covenants and agrees that (collectively, "Redeveloper Covenants"):

(a) The Redeveloper shall carry out the Project in accordance with the provisions of this Agreement and Legal Requirements, including, but not limited to, the Redevelopment Law, all Governmental Approvals and Environmental Laws. The Redeveloper shall obtain any necessary advance approvals of the plans for the Project Improvements from the Township and any other required Governmental Body, including, but not limited to, the NJDOT, the NJDEP, Logan Township, and the LTMUA.

(b) The Redeveloper shall undertake with due diligence (1) construction and development of the Project, (2) commencement and completion of each item in the Project Schedule in accordance with the Project Schedule, as the same may be delayed and/or extended by Force Majeure, or otherwise within such longer periods as are commercially and economically reasonable under the circumstances and in the sequence deemed appropriate by Redeveloper. All construction activities performed under this Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by developers of first class developments of the same type and nature as the Project.

(c) In the event the Redeveloper wishes to materially change or modify the Project Improvements or the Project Schedule in a manner that otherwise requires any significant new permits or approvals or any amendment or modification of any existing permits or approval, the Redeveloper will submit appropriate applications and/or supporting plans or other required documentation to the Township for the Township's written approval, which approval must be secured prior to development of the altered Project Improvements and which approval shall not be unreasonably withheld, delayed or conditioned.

(d) The Redeveloper shall use diligent efforts to obtain all Governmental Approvals requisite to the construction and development of the Project, including evidence satisfactory to the Township that the Project is in compliance with all Legal Requirements and Environmental Laws, including any regulations of the LTMUA.

(e) Upon completion of the development and construction of the Project, the Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the uses of the Project for the purposes contemplated hereby.

(f) Subject to Force Majeure, including, without limitation, interruptions that may be caused by any casualty and, or delays caused by Tolling Events, the Redeveloper shall not suspend or discontinue the performance of its obligations under this Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project.

(g) The Redeveloper shall immediately notify the Township of any material adverse change in its financial condition.

(h) The Redeveloper shall not use the Project Area, Project Improvements, or any part thereof in a manner that is inconsistent with the Redevelopment Plan and this Agreement.

(i) The Redeveloper shall complete the Project or cause the Project to be completed at its sole cost and expense using any public and/or private resources that may be available, subject to the Township's reimbursement obligations as set forth in Section 4.1.

(j) The Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or sex in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Area nor shall the Redeveloper itself, or any Affiliate claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees, or vendees on the Project Area.

(k) The Redeveloper covenants that its undertakings pursuant to this Agreement shall be for the purpose of redevelopment of the Project Area and not for speculation in land holding.

(l) The Redeveloper will comply with all procedural and documentation requirements and deadlines required by NJEIT in connection with the NJEIT Funding, including hiring and procurement rules and all reporting requirements.

**SECTION 3.2. Declaration of Covenants and Restrictions.** The Redeveloper shall execute and record a Declaration of Covenants and Restrictions, approved by Township ("Declaration") imposing on the Project Area the Redeveloper Covenants set forth in Section 3.1, above.

**SECTION 3.3. Effect and Duration of Redeveloper Covenants.** It is intended and agreed, and the Declaration shall so expressly provide, that the agreements and covenants set forth in Section 3.1 shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, and any successor in interest to the Project Area, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project Area or any part thereof. The Declaration shall, by its terms and without the need for recordation of any release or other instrument, expire and be of no further force or effect upon the termination of this Agreement.

The Redeveloper Covenants set forth in Section 3.1 shall be binding on the Redeveloper itself, and on each successor in interest to the Redeveloper. Likewise, the Redeveloper Covenants set forth in Section 3.1(h), (j) and (k) shall be binding on each party in possession or occupancy, respectively of all or any of the Project Improvements. The applicable Redeveloper Covenants

shall only be applicable to the specified Persons for such period of time as that Person holds possession or is in occupancy of the Project Area and/or Project Improvements.

**SECTION 3.4. Enforcement by Township.** In amplification, and not in restriction, of the provisions of this Article 3, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Agreement, both for and in their own right and in the public interest for which purpose such agreements and covenants have been provided. Such agreements and covenants shall (and the Declaration shall so state) run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township has at any time been, remains, or is an owner of any land or interest therein. The Township, acting as the Redevelopment Entity, shall have the sole right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

#### **ARTICLE 4 IMPLEMENTATION OF PROJECT**

**SECTION 4.1. Project Cost, Statement of Understanding.** A material inducement from Redeveloper to the Township as a condition to entry into this Redevelopment Agreement was a guarantee of financing should same become necessary. It was agreed and understood that it was critical for Township to have an assurance that private financing would be made available as a failsafe should the State of New Jersey deny an application for financing through programs administered through the NJEIT, a prospect both the Township and Redeveloper deem to be highly unlikely given the history of loans approved under the State programs, the nature of the project, and the significant preparatory steps taken by the Township over the span of several years in anticipation of the installation of conveyance lines for public sewer. While this Agreement does not purport to set the final terms of any such private financing, it does memorialize Redeveloper's commitment to provide financing should the need arise.

**SECTION 4.1.1 Cost of Project and Financing.** All costs and expenses to complete the Project (the "Project Costs") shall be the responsibility of the Township; however, the Project Costs shall initially be borne by the Redeveloper subject to later reimbursement by the Township.

**SECTION 4.1.2 Township Covenant and Private Financing.** Township covenants and otherwise agrees to use its best efforts to obtain NJEIT financing available through the NJEIT program. Redeveloper shall support Township in that regard in all material respects, including, but not limited to, providing all engineering, cost estimates, and other data required in the application process in a commercially timely manner. Township, likewise, shall supply all materials and information required by NJEIT to successfully process the loan application. Township and Redeveloper shall engage in a co-operative effort throughout the loan application and construction oversight processes.

- (a) If the Township obtains NJEIT funding for the Project, the Township and the Redeveloper shall diligently comply with all NJEIT procurement rules and other requirements for reimbursement of the Project Costs directly to the Redeveloper. The Redeveloper shall provide the Township with an itemized accounting of the Project Costs setting forth in such detail as shall be required by NJEIT all items to be paid. Redeveloper understands the financing to be obtained through NJEIT will be based upon cost estimates generated by, or on behalf of, Redeveloper. Accordingly, absent an agreement in writing with the Township, Redeveloper's reimbursement applications shall be limited to funds approved by NJEIT and any other necessary State agencies.
- (b) In the event that the Township's application for NJEIT Funding for the Project is denied, the Township and the Redeveloper shall mutually agree upon a payment schedule on commercially reasonable terms for the Township to pay the Redeveloper for all Project Costs. Redeveloper shall be responsible to extend credit directly to the Township in exchange for a Note, the precise terms of which are to be negotiated in good faith upon commercially reasonable terms.

**SECTION 4.3. Governmental Approvals.** The Redeveloper represents that attached hereto as Exhibit "G" is a list of all Governmental Approvals known or identified to date that must be or that have been obtained by the Redeveloper in connection with the development and construction of the Project Improvements. This list shall be updated as part of the Progress Reports. The Redeveloper shall use diligent efforts to secure, or cause to be secured any and all Governmental Approvals and shall carry out the Project in conformance therewith. The Township shall fully cooperate with the Redeveloper in obtaining the Governmental Approvals.

**SECTION 4.4. Public Site Improvements.** The Project Improvements are infrastructure improvements and the Township and the Redeveloper agree that these "Public Site Improvements" shall be dedicated to the Township or the LTMUA, or to their respective franchisee or designee, as applicable, for public use and which shall be accepted for public use upon the Completion of the Project Improvements and release of all Bonds.

**SECTION 4.5. Existence of Utilities.** The parties acknowledge that local public utility providers may have certain rights with respect to the Project Area and may own certain facilities located therein. The Redeveloper agrees that it is its sole responsibility to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of these utilities and improvements and easements therefore, in order to complete the Project as provided by this Agreement, provided that Township shall, upon request from the Redeveloper, provide any appropriate orders as may be reasonably required to accomplish such relocation, consistent with the provisions of N.J.S.A. 40A:12A-10. The Redeveloper shall consult local public utility providers with respect to the Project Area and construction, and shall take all reasonable and customary precautions to prevent personal injury, property damage and other liabilities related to utilities above, at or under the Project Area. Notwithstanding the foregoing, in the event that utility relocation is required in connection with the Project Improvements, the cost thereof (if not

borne by the local public utility pursuant to the Legal Requirements) shall be borne by the Township. The Redeveloper shall cooperate with the Township in such undertaking.

**SECTION 4.6. Condition of Site.** After Commencement of Construction of the Project, the Redeveloper shall keep the Project Area free from any material accumulation of debris or waste materials.

**SECTION 4.7. Neighborhood Impacts.** The Redeveloper acknowledges that the construction of the Project will have certain impacts on the neighborhoods in the vicinity of the Project Area and may result in some temporary inconveniences during the time that construction takes place and for a short time thereafter. Therefore, the Redeveloper shall take steps, reasonably consistent with the nature of the construction activity required to complete the Project Improvements that are reasonably necessary in order to minimize any potential negative effects that construction of the Project may produce.

**SECTION 4.8. Traffic.** The Redeveloper and the Township agree that the direction, flow and amount of traffic in and around the Project Area are issues to be addressed during the construction of the Project. The Redeveloper shall exert reasonable efforts to minimize the traffic effects of the construction of the Project upon the surrounding neighborhoods.

**SECTION 4.9. Condition to Performance.** The Parties acknowledge that this Agreement is contingent upon obtaining all necessary access to the Project Area.

**SECTION 4.10. Operating Permit.** Upon completion of construction in accordance with the Governmental Approvals and Legal Requirements, the Township's franchisee or other appropriate authority shall apply to the appropriate Governmental Body for an operating permit prior to the operation of the Project Improvements.

**SECTION 4.11. Completion.** The Redeveloper shall provide the Township with plans and specifications for construction of the Project Improvements in accordance with the Redevelopment Plan and this Agreement ("Plans and Specifications") together with a project budget (the "Project Budget"). The Project Improvements shall be deemed to be complete at such time as (i) construction of the Project Improvements by the Redeveloper in accordance with the terms of this Agreement, substantially in accordance with the Plans and Specifications, (ii) the issuance of a "Stage III Treatment Works Approval" or other applicable approval of the NJDEP required for the operation of the Project Improvements, (iii) receipt of any other required approvals necessary for operation of the Project Improvements from the NJDOT, the Township of Woolrich or Logan Township, and (iv) acceptance of those portions of the Project Improvements located in Logan Township by the LTMUA.

**SECTION 4.12. Tolling Event.** The Project Schedule represents the Redeveloper's current expectations as to the schedule for the progress and completion of the Project. The Redeveloper will diligently endeavor to complete the Project by the Completion Date set forth in the Project Schedule subject to relief resulting from (a) the occurrence of any one or more events of Force Majeure, (b) casualty affecting all or any part of the Project Improvements, (c) an Event

of Default by the Township that has a material adverse effect on the ability of the Redeveloper to adhere to the Project Schedule, and (d) any event, objection or action by a third party, unless intentionally caused by the Redeveloper's act or omission, which delays the issuance of final unappealable approvals or buildings permits (each of the foregoing, a "Tolling Event").

**SECTION 4.13. Prohibition Against Suspension, Discontinuance or Termination.** The Redeveloper shall not suspend or discontinue its performance of its obligations under this Agreement or terminate this Agreement (other than in the manner provided for herein) for any reason other than a Tolling Event, but only to the extent and for the period of time that such performance is limited or prevented as a direct result of such occurrence.

**SECTION 4.14. Project Team.** A list of the names, addresses and phone numbers of all individuals who will comprise Redeveloper's "Project Team" including, but not limited to, those individuals who will be directly responsible for managing the Project design, approvals and construction, are set forth on Exhibit "E". The Redeveloper and the Township shall provide Notice to the other Party of any changes in the representatives on the Project Team.

**SECTION 4.15. Execution of Documents.** The Redeveloper shall, in order to effectuate the purposes of this Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be requisite or proper for the acquisition, construction and development of the Project in accordance with all necessary Governmental Approvals.

**SECTION 4.16. Compliance with Agreement.** The Redeveloper shall use reasonable efforts to ensure that all consultants, professionals, employees, agents, contractors engaged by the Redeveloper or any of the Redeveloper's subcontractors shall have the skill and judgment necessary to implement the Project in compliance with the terms and conditions of this Agreement.

**SECTION 4.17. Cooperation.** Both Parties shall fully cooperate with each other as necessary to accomplish the Project, including entering into additional agreements that may be required, provided, however, that such actions shall not result in a material increase in the parties' respective obligations hereunder or material decrease in the parties' respective rights hereunder.

**SECTION 4.18. Term.** This Agreement shall become effective upon its execution by the parties hereto, and shall remain in full force and effect from such date until the Project has been fully implemented and completed as evidenced by certification in writing from the Township to such effect. The issuance of a Certificate of Completion for all or any portion of the Project Improvements, in accordance with the terms of this Agreement, shall not terminate this Agreement and all other provisions of this Agreement not related to the construction of the Project Improvements shall remain in full force and effect until this Agreement is terminated.

## ARTICLE 5 ACKNOWLEDGMENT OF RECEIPT OF COLLATERAL DOCUMENTS



**SECTION 5.1. Simultaneous Delivery of Documents by Redeveloper.** The Redeveloper and Township agree that the rights, obligations and liabilities of the parties under this Agreement are conditioned upon the delivery of the following fully executed collateral documents and hereby acknowledge the receipt of such documents, simultaneously with the execution of this Agreement:

- (a) Certification of the Redeveloper as to the Representations in Section 2.1 (a) – (k).
- (b) Copies of the Certificate of Formation and Certificate of Good Standing of the Redeveloper, duly certified by the Secretary of State of the state of its formation.

**ARTICLE 6  
ACCESS TO ROUTE 322 RIGHT OF WAY AND OTHER AREAS**

**SECTION 6.1. Access.** The Redeveloper and the Township will take such actions as are reasonably required by NJDOT and any other party which are necessary to grant to the Redeveloper the access required to construct the Project Improvements along the Route 322 Right of Way and any other area required for construction of the Project Improvements (the “Access Area”) and perform its other obligations under this Agreement; provided however, that the Redeveloper shall keep the Access Area safe at all times, and restore it to its current condition upon completion of the Project.

**ARTICLE 7  
PROJECT OVERSIGHT**

**SECTION 7.1. Progress Meetings.** The Redeveloper and/or its representatives shall attend and participate in quarterly progress meetings with the Township to report on the status of the Project and to review the progress under the Project Schedule. The Township shall give Redeveloper fifteen (15) days advance written Notice of such meetings. The meetings shall be held in the Township Municipal Building. The agenda for the meeting shall include, but not be limited to, a status report with regard to Governmental Approval submissions and approvals, financial commitments, construction of Project Improvements, and compliance with the Redevelopment Plan. At the meeting, this information will be evaluated by the Township to determine compliance with the terms and conditions of this Agreement and the Project Schedule.

**SECTION 7.2. Progress Report.** The Redeveloper shall submit to the Township a detailed quarterly written progress report (“Progress Report”) (or more frequent Progress Reports, if requested by the Township) which shall include a description of activities completed, the activities to be undertaken prior to the next quarterly Progress Report, the status of all Governmental Approvals, an explanation of each activity, if any, which is showing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and the Completion Date.

## ARTICLE 8 TRANSFERS

**SECTION 8.1. Prohibition Against Transfers.** Redeveloper recognizes the importance of the Project to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the Township in entering into this Agreement, particularly in view of the public aids that have been or will be made available for the purpose of making such redevelopment possible. Accordingly, except as set forth below in Section 8.2 and in accordance with Sections 8.3 and 8.4, the sale, assignment or transfer of all or a portion of the Project to a third party entity unrelated to this Agreement is specifically prohibited, except as otherwise stated herein.

**SECTION 8.2. Redeveloper Covenants.** Redeveloper covenants and agrees that:

(a) Except for Permitted Transactions, as defined below, the Redeveloper shall not, without the prior written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed: (1) effect or permit any change, directly or indirectly, in the majority ownership or control of the Redeveloper (except in the case of death of an individual(s) having such ownership or control), (2) assign or attempt to assign this Agreement or any rights herein or in the Project Improvements (collectively a "Transfer").

(b) The following transactions are exceptions to the prohibition set forth in the previous subparagraph and shall not require prior approval by the Township ("Permitted Transactions"), the written consent of the Township to such transfers being deemed given hereby provided Notice of same is given to the Township: (1) a mortgage or mortgages (applicable to Redeveloper owned/controlled assets) for the purposes of financing the Project Costs associated with, or incurred in connection with, the development and construction of the Project, provided that the occurrence of an Event of Default as to the Redeveloper hereunder constitutes an event of default by the Redeveloper under the loan documents documenting such financing; (2) utility, access and other development easements; (3) agreements with one or more subcontractors for all or any portion of the Project.

**SECTION 8.3. Notice of Permitted Transactions.** With respect to any Permitted Transactions, except for agreements with subcontractors as permitted by Section 8.2 (b) (3), the Redeveloper shall provide to the Township written Notice thirty (30) days prior to any such Permitted Transaction, including a description of the nature of such Permitted Transactions, and the name(s) and address (es) of the parties and any parties, individuals and/or entities comprising such parties.

**SECTION 8.4. Transfers Void.** Any transfer of the Redeveloper's interest in violation of this Agreement shall be an Event of Default (as defined in Section 12.1) of the Redeveloper and shall be null and void *ab initio*. Such Event of Default shall entitle Township to seek all remedies available under the terms hereof, and those available pursuant to law or in equity, including termination of this Agreement.

**ARTICLE 9  
FINANCIAL OBLIGATIONS**

**SECTION 9.1. Redeveloper's Financial Commitment.** The Redeveloper represents and warrants that it has obtained or can obtain and will commit the requisite equity and debt financing in an amount necessary to implement and complete the Project.

**SECTION 9.2. Project Costs.** All Project Costs shall initially be borne by the Redeveloper, subject to the Township's reimbursement obligations pursuant to Section 4.1. Project Costs shall all costs of the design, management and construction of the Project Improvements, including but not limited to industry standard overhead and profit of Redeveloper.

**SECTION 9.3 Governmental Approval Fees.** The Redeveloper shall initially pay all fees for permits required by the Township and any other Governmental Body for the construction and development of the Project, subject to the Township's reimbursement obligations pursuant to Section 4.1. The Redeveloper shall be required to post Performance and/or Payment bonds and inspection escrows for the Project.

**SECTION 9.4. Affordable Housing Obligation.** The Parties acknowledge that no COAH (Committee of Affordable Housing) fee shall be required under this Agreement.

**ARTICLE 10  
PERFORMANCE AND PAYMENT BONDS**

**SECTION 10.1. Performance and Payment Bonds.**

(a) At the request of the Township or other appropriate Governmental Body, the Redeveloper shall require its contractor(s) for the Project Improvements (to the extent not already posted in connection with Governmental Approvals or to a construction lender, in which case Township shall be named as an additional insured), to furnish a performance bond as set forth in Exhibit "H" (hereinafter called "Performance and Payment Bond(s)") as security for the performance of the obligations of the contractor(s) under the contract(s) for the Project Improvements. Said Performance and Payment Bond(s) shall be in form and content most often accepted by government agencies in the State and sufficient for the protection of the Township and that are standard in the underwriting industry for ensuring full performance and completion of construction by contractors and payment of all payments to multiple prime contractors, subcontractors, workers and material suppliers by contractors and subcontractors pursuant to the contract(s) for the Project Improvements in accordance with the laws of the State and the regulations promulgated thereunder. In this regard (and if allowed by N.J.S.A. 40:55D-1 et seq.), the parties acknowledge that the delivery of one or more letters of credit will be an adequate substitute for the amounts otherwise required on any such Performance and Payment Bonds (which

letter(s) of credit will be referred to herein as “P & P LOC”), in which case the Redeveloper and the Township will enter into an agreement establishing protocols for the administration of draws under any such P & P LOC(s), to afford the coverage that the Township would otherwise have under any such Performance and Payment Bonds.

(b) In the event that Redeveloper is entitled to and fails to exercise its rights under the Performance and Payment Bond or P & P LOC, and if there occurs an Event of Default by Redeveloper, then, subject to the rights of a Holder, the Township shall thereafter have the right to the protections and guarantee(s) available through and from the surety provided by the Performance and Payment Bond(s) and/or P & P LOC. The Township shall also have all other rights and remedies available to it under the Performance and Payment Bond(s), the P & P LOC(s), this Agreement and/or at law. The Performance and Payment Bond and/or P & P LOC shall name the Redeveloper and Township as their respective interests may appear, as beneficiaries of the Performance and Payment Bond(s) and/or P & P LOC, and of all rights, payments and benefits flowing or deriving therefrom.

(c) Any Performance and Payment Bond(s) or P & P LOC(s) must include any change orders or other modifications to work material to completion of the Project Improvements, and Redeveloper agrees that it will comply and cause its contractor(s) to comply with all requirements set forth in the Performance and Payment Bond(s) or in respect of the P & P LOC(s) in connection therewith.

(d) The identity and financial net worth of the surety issuing the Performance and Payment Bond, and the form and content of the Performance and Payment Bond, shall be acceptable to the Township and subject to its approval to the extent provided under the MLUL. Any P & P LOC will be issued by a nationally chartered banking association.

(e) The Township acknowledges that the purpose, *inter alia*, of requiring the Redeveloper to obtain the Performance and Payment Bond(s) and/or P & P LOC(s), if applicable, is to assure timely completion of the Project Improvements.

(f) In the event that the Redeveloper’s general contractor is an Affiliate of the Redeveloper, Notice of its identity shall be provided to the Township and such general contractor will be deemed to have agreed that its construction of the Project is subject to the terms of this Agreement and that construction of the Project shall be carried out in accordance with the terms of this Agreement. Any acts or omissions by such general contractor shall be deemed to be acts or omissions of the Redeveloper.

## ARTICLE 11 INDEMNIFICATION; INSURANCE

### SECTION 11.1. Indemnity.

(a) The Redeveloper covenants and agrees, at its sole expense, to pay and to indemnify, protect, defend and hold the Township Indemnified Parties (except where liability attaches or is alleged against the Township Indemnified Parties as the result of gross negligence or willful misconduct or sole negligence by or on behalf of the Township Indemnified Parties) harmless from and against all liability, losses, damages, demands, costs, claims, actions, or expenses (including attorneys' fees, disbursements, and court costs) of every kind, character and nature arising out of, resulting from or in any way connected with the acquisition, condemnation, condition, use, possession, conduct, management, planning, design, construction, installation, financing, marketing, leasing or sale of the Project Area or the Project, including but not limited to, the death of any person or any accident, injury, loss, and damage whatsoever caused to any person or to the property of any person that shall occur on the Project Area and that, with respect to any of the foregoing, are related to or resulting from any negligence or willful misconduct of the Redeveloper, its agents, servants, employees, or contractors.

(b) In any situation in which the Township Indemnified Parties are entitled to receive and desire defense and/or indemnification by the Redeveloper, the Township Indemnified Parties shall give prompt Notice of such situation to the Redeveloper. Failure to give prompt Notice to the Redeveloper shall not relieve the Redeveloper of any liability to indemnify the Township Indemnified Parties, unless such failure to give prompt Notice materially impairs the Redeveloper's ability to defend. Upon receipt of such Notice, the Redeveloper shall resist and defend any action or proceeding on behalf of the Township Indemnified Parties, including the employment of counsel reasonably acceptable to the Township Indemnified Parties and the payment of all litigation expenses and the right to negotiate and consent to settlement. The Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Redeveloper or if there is a final judgment against the Redeveloper in any such action, the Redeveloper shall indemnify and hold harmless the Township Indemnified Parties from and against any loss or liability by reason of such settlement or judgment for which the Township Indemnified Parties are entitled to indemnification hereunder.

**SECTION 11.2. Survival of Indemnity.** The provisions of this Article 11 shall survive the termination of this Agreement due to an Event of Default and shall run with the land and be referenced in the Declaration until such time as the Declaration is discharged; provided, however, that such indemnity shall be binding on the Redeveloper itself, each successor in interest to the Project, the Project Area, or any part thereof, and each party in possession or occupancy, respectively, only for such period as any applicable statute of limitations may last, including, as appropriate, any extensions under the Discovery Rule.

**SECTION 11.3. Insurance Required.**

(a) The Redeveloper shall furnish or shall cause to be furnished to the Township certificates evidencing the existence of commercial general liability insurance coverage, insuring the Redeveloper against losses, costs, liabilities, claims, causes of action and damages for bodily injury, property damage and personal injury on the Project Area or related to the construction thereon, including claims made by subcontractor personnel, in the amounts set forth in Items 1 and 2 of Exhibit "H". Such insurance shall include blanket contractual liability coverage. All such

policies shall be written to apply to all bodily injury, property damage, personal injury and other customary covered losses, however occasioned, occurring during the policy term, and shall be endorsed to add the Township as an additional insured and certificate holder and to provide that such coverage shall be primary and that any insurance maintained by the Township shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation against the Township.

(b) Builder's risk insurance for the benefit of the Redeveloper, during the term of construction, sufficient to protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism, and malicious mischief. The limits of liability will be as set forth in Item 3 of Exhibit "H", including items of labor and materials, whether in or adjacent to the structure(s) insured, connected therewith, and materials in place or to be used as part of the permanent construction of the Project.

(c) The Redeveloper shall also furnish or cause to be furnished to the Township evidence satisfactory to the Township that the Redeveloper and any contractor with whom it has contracted for the construction of the Project carries workers' compensation insurance as required by law, and an employer's liability insurance endorsement with customary limits, and shall be endorsed with a waiver of subrogation clause for the Township.

(d) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with at least the following limits of liability: Bodily Injury Liability and Property Damage Liability - \$1,000,000 combined single limit per occurrence.

(e) All insurance policies required by this section shall be obtained from insurance companies licensed in the State and rated at least A in Best's Insurance Guide. All insurance policies required hereunder shall be kept in force until a final Certificate of Completion is issued.

(f) All insurance policies required by this Section shall be non-assessable and shall contain language to the effect that (1) the policies are primary and noncontributing with any insurance that may be carried by the Township, (2) the policies cannot be canceled or materially changed except after ten thirty (30) days prior written Notice by the insurer to the Township, and (3) the Township shall not be liable for any premiums or assessments. All such insurance shall have deductibility limits reasonably satisfactory to the Township.

## ARTICLE 12 EVENTS OF DEFAULT AND REMEDIES

**SECTION 12.1. Events of Default.** Any one or more of the following events shall constitute an Event of Default hereunder, unless such event results from the occurrence of (i) a Tolling Event (in the case of an alleged Event of Default of Redeveloper) or (ii) Event of Default by Redeveloper or occurrence of event of Force Majeure (in the case of an alleged Event of Default of the Township):

(a) Failure of the Redeveloper or the Township to observe and perform any covenant, condition or agreement in this Agreement and continuance of such failure for a period of thirty (30) days, after receipt by the defaulting party of written Notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the thirty (30) days after such written Notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable but in no event later than ninety (90) days after such written Notice.

(b) (1) The Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (2) a custodian shall have been legally appointed with or without consent of the Redeveloper; (3) the Redeveloper (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (4) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; (5) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (6) a petition in bankruptcy shall have been filed against the Redeveloper and shall not have been dismissed for a period of ninety (90) consecutive days; (7) an order for relief shall have been entered with respect to or for the benefit of the Redeveloper under the United State Bankruptcy Code; (8) an order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; or (9) the Redeveloper shall have suspended the transaction of its usual business.

(c) The Redeveloper shall default in or violate its obligations with respect to the design development and construction of the Project in accordance with this Agreement, the Redevelopment Plan, Governmental Approvals or Legal Requirements, including but not limited to failure to comply with the Commencement of Construction, abandonment or suspension of construction work (subject to Tolling Events and/or Force Majeure), and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within ninety (90) days after written demand by the Township to do so.

(d) (1) The passage of ninety (90) days following the filing of a complaint in foreclosure if such complaint has not been stayed or discharged or (2) the issuance of a deed in lieu of foreclosure for any financing in connection with the Project.

(e) The Redeveloper implements a Transfer in violation of this Agreement.

**SECTION 12.2. Force Majeure.** Performance by either party hereunder shall not be deemed to be in default where delays or failure to perform are the result of the following acts, events or conditions or any combination thereof that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or obligations of the parties to this Agreement;

provided, however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Agreement ("Force Majeure"):

(a) An act of God, lightning, blizzards, hurricane, tornado, earthquake, acts of a public enemy, war, terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence, detrimental economic or financial conditions, but not including reasonably anticipated weather conditions for the geographic area of the Project, other than those set forth above (such events being required to physically affect a party's ability to fulfill its obligations hereunder; the consequential effect of such events (e.g., impact on market conditions) shall not be considered a Force Majeure event);

(b) A landslide, fire, explosion, flood or release of nuclear radiation not created by an act or omission of either party hereto;

(c) The order, judgment, action or inaction and/or determination of any Governmental Body (other than Township when acting in conformance with this Agreement) with jurisdiction within the Township, excepting decisions interpreting Federal, State and local tax laws generally applicable to all business taxpayers, adversely affecting the construction of the Project; provided, however, that such order, judgment, action and/or determination shall not be the result of the willful, intentional or negligent action or inaction of the party to this Agreement relying thereon and that neither the contesting of any such order, judgments, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party;

(d) The suspension, termination, interruption, denial or failure of or delay in renewal or issuance of any other Governmental Approval, provided, however, that such suspension, termination, interruption, denial or failure of or delay in renewal or issuance shall not be the result of the willful, or bad faith of the party relying thereon and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such party;

(e) Strikes or similar labor action by equipment manufacturers, suppliers of material and/or transporters of same;

(f) Acts or omissions of the other party, except in conformance with this Agreement, or, as to Redeveloper, acts or omissions of the Township;

The parties hereto acknowledge that the acts, events or conditions set forth in paragraphs (a) through (f) above are intended to be the only acts, events or conditions that may (upon satisfaction of the conditions specified above) constitute Force Majeure. Notice by the party claiming such extension shall be sent to the other party within thirty (30) calendar days of the commencement of the cause. During any Force Majeure that affects part of the Project, Redeveloper shall continue to perform its obligations for the rest of the Project. The existence of



an act of Force Majeure shall not prevent a party from declaring the occurrence of an Event of Default by the party relying on such Force Majeure provided that the event that is the basis of the Event of Default is not a result of the Force Majeure. Except for act or acts of Force Majeure resulting from acts or omissions of the Township, all act or acts of Force Majeure will be deemed to have ceased to exist as of a date eighteen (18) months from its initial occurrence.

**SECTION 12.3. Remedies Upon Event of Default Prior to Termination of Agreement.**

(a) **Remedy Upon Event of Default.** In the event that an Event of Default by the Redeveloper occurs, then subject to all other provisions herein for Notice, cure and mitigation of damages, the Township may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper, as applicable, under this Agreement including the seeking of damages in an amount not to exceed the net anticipated benefit from the agreements contemplated in this Agreement. Such damages may include additional sums Township must pay another contractor or contractors to complete the project, which sum may be in excess of the cost estimates utilized in the NJEIT process. The Redeveloper shall be entitled to cure any default hereunder upon reasonable Notice.

(b) **Remedies in the Event of Termination of Agreement.** In the event that this Agreement is terminated by the Township pursuant to the preceding paragraph, the Township shall terminate the Redeveloper's designation as the Redeveloper of the Project. The Township shall have the right to apply to the damages described in Section 12.3(a), above, any funds of the Redeveloper in the hands of the Township at the time of such default and termination.

**SECTION 12.4. Remedies of Redeveloper Upon Event of Default by Township.** In the event that an Event of Default by the Township occurs, then the Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Township, as applicable, under this Agreement, including the seeking of damages in an amount not to exceed the net anticipated benefit from the agreements contemplated in this Agreement. Further, the Redeveloper shall have the right, in its sole and absolute discretion, upon sixty (60) days' Notice to the Township, to terminate this Agreement. The Township shall be entitled to cure any default hereunder upon reasonable Notice.

**SECTION 12.5. Specific Performance.** If an Event of Default occurs, or a party hereto threatens to take an action that will result in the occurrence of an Event of Default, the non-defaulting (or non-threatening) party shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to the Township or the Redeveloper and that money damages may not provide an adequate remedy thereto.

**SECTION 12.6. Failure or Delay.** Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any

default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

**SECTION 12.7. Remedies Cumulative.** No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

**SECTION 12.8. Continuance of Obligations.** The occurrence of an Event of Default shall not relieve the defaulting party of its obligations under this Agreement.

**SECTION 12.9. Litigation Costs.** In the event that a party to this Agreement successfully pursues an action to enforce any remedy provided in this Article, that party shall be entitled to payment by the other party of all reasonable costs and expenses incurred in connection with such action.

**SECTION 12.10. Mitigation.** The parties shall act reasonably to mitigate any damages that may be incurred as the result of an Event of Default hereunder.

**SECTION 12.11. Survival of Termination.** The provisions of this Article shall survive the termination of this Agreement as a result of an Event of Default by the Redeveloper.

## ARTICLE 13 MISCELLANEOUS

**SECTION 13.1. Notice.** Formal notices, demands and communications between the Township and Redeveloper (each a "Notice") shall be deemed sufficiently given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt. Notice may also be sent by a commercial overnight delivery service with package tracking capability and for which proof of delivery is available. In this case such Notice is deemed effective upon delivery. Such written Notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written Notice.

Copies of all Notices shall be sent as follows:

- (a) When sent by the Township to Redeveloper:

Precision Land Development, LLC  
Attention: Anthony Suppa

P.O. Box 68  
Bridgeton, New Jersey 0830

With a copy to:

M. James Maley, Jr., Esquire  
Maley & Associates  
A Professional Corporation  
1150 Haddon Avenue, Suite 210  
Collingswood, New Jersey 08108  
(856) 854-1515 (office)  
(856) 858-2944 (fax)  
[jmaley@maleyassociates.com](mailto:jmaley@maleyassociates.com)

(b) When sent by Redeveloper to the Township:

Township of Woolwich  
Attention: Township Clerk  
120 Village Green Drive  
Woolwich Township, New Jersey 08085

With a copy to:

Mark B. Shoemaker, Esquire  
66 Euclid Street, Suite B  
Woodbury, New Jersey 08096  
(856) 537-1226 (office)  
[mshoemaker@mshoemaker.com](mailto:mshoemaker@mshoemaker.com)

Any party may change its address for Notices by Notice theretofore given in accordance with this Section 13.1 which shall be deemed effective only when actually received by the other party.

**SECTION 13.2. Non-Liability of Officials and Employees of Township.** No member, official or employee of the Township shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Agreement.

**SECTION 13.3. Non-Liability of Officials and Employees of Redeveloper.** No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Township, or its successor, on any obligation under the terms of this Agreement.

**SECTION 13.4. Estoppel Certificate.** Within thirty (30) days following written request therefor by a party hereto, or of any other party having an interest in the Project Area or Project Improvements, the other party shall issue a signed estoppel certificate either stating that

this Agreement is in full force and effect and that there is no default or breach under this Agreement (nor any event which, with the passage of time and the giving of Notice would result in a default or breach under this Agreement), or stating the nature of the default or breach or event, if any. In the event the estoppel certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured. No more than a reasonable number of estoppel certificates may be requested per year.

**SECTION 13.5. Lender Changes.** If any prospective lender requires a change in the terms of this Agreement and/or the correction or fulfillment by the Township of any matter under the Redevelopment Law, the Township shall reasonably cooperate with the Redeveloper in approving such change, so long as such change, if any, does not modify or change the substantial rights or obligations of the Township as set forth in this Agreement. In addition, the Township shall enter into such agreements as any such prospective lender (or the Redeveloper's equity participants) may reasonably require provided that such agreement shall not be inconsistent with the terms of this Agreement (i.e., shall not increase the Township's responsibilities or decrease its benefits hereunder).

**SECTION 13.6. No Brokerage Commissions.** The Township and the Redeveloper each represent one to the other that no real estate broker initiated, assisted, negotiated or consummated this Agreement as broker, agent, or otherwise acting on behalf of either the Township or the Redeveloper, and the Township and the Redeveloper shall indemnify each other with respect to any claims made by any person, firm or organization claiming to have been so employed by the indemnifying party.

**SECTION 13.7. No Consideration For Agreement.** Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Township any money or other consideration for or in connection with this Agreement.

**SECTION 13.8. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors, and administrators.

**SECTION 13.9. Exhibits and Schedules.** All Exhibits and Schedules attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

**SECTION 13.10. Titles of Articles and Sections.** The titles of the several Articles and Sections of this Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**SECTION 13.11. Severability.** If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which

it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

**SECTION 13.12. Enforcement by Township.** It is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Agreement, both for and in their own right but also for the purposes of protecting the public interest. Such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect. The Township shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which they or any other beneficiaries of such agreement or covenant may be entitled.

**SECTION 13.13. Modification of Agreement.** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

**SECTION 13.14. Execution of Counterpart.** This Agreement may be executed in one or more counterparts and when each party has executed and delivered at least one counterpart, this Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

**SECTION 13.15. Drafting Ambiguities; Interpretation.** In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Agreement, each party acknowledging that it and its counsel have had an opportunity to review this Agreement and have contributed to the final form of same.

**SECTION 13.16. Time Period for Notices.** All Notices to be given hereunder shall be given in writing in conformance with Section 13.1 hereof, and, unless a certain number of days is specified, within a reasonable time.

**SECTION 13.17. Waivers and Amendments in Writing.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Township and the Redeveloper and all amendments hereto must be in writing and signed by the appropriate authorities of the Township and the Redeveloper. The waiver by either party of a default or of a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**SECTION 13.18. Conflict of Interest.** No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law.

**SECTION 13.19. Governing Law.** This Agreement shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

**SECTION 13.20. Withholding of Approvals.** All approvals, consents and acceptances required to be given or made by any person or party hereunder shall not be unreasonably withheld or delayed unless specifically stated otherwise.

**SECTION 13.21. No Joint Venture.** Nothing contained herein shall be construed as making the Township and the Redeveloper the partner, joint venturer or agent of the other and neither party shall have the power or authority to bind the other.

**SECTION 13.22. Prior Agreements.** Any prior agreements between the Parties shall be deemed null and void and of no further force or effect.

[Signatures appear on the following page]

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

Witness

**PRECISION LAND DEVELOPMENT, LLC**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Attest:

**TOWNSHIP OF WOOLWICH**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

**EXHIBIT A**

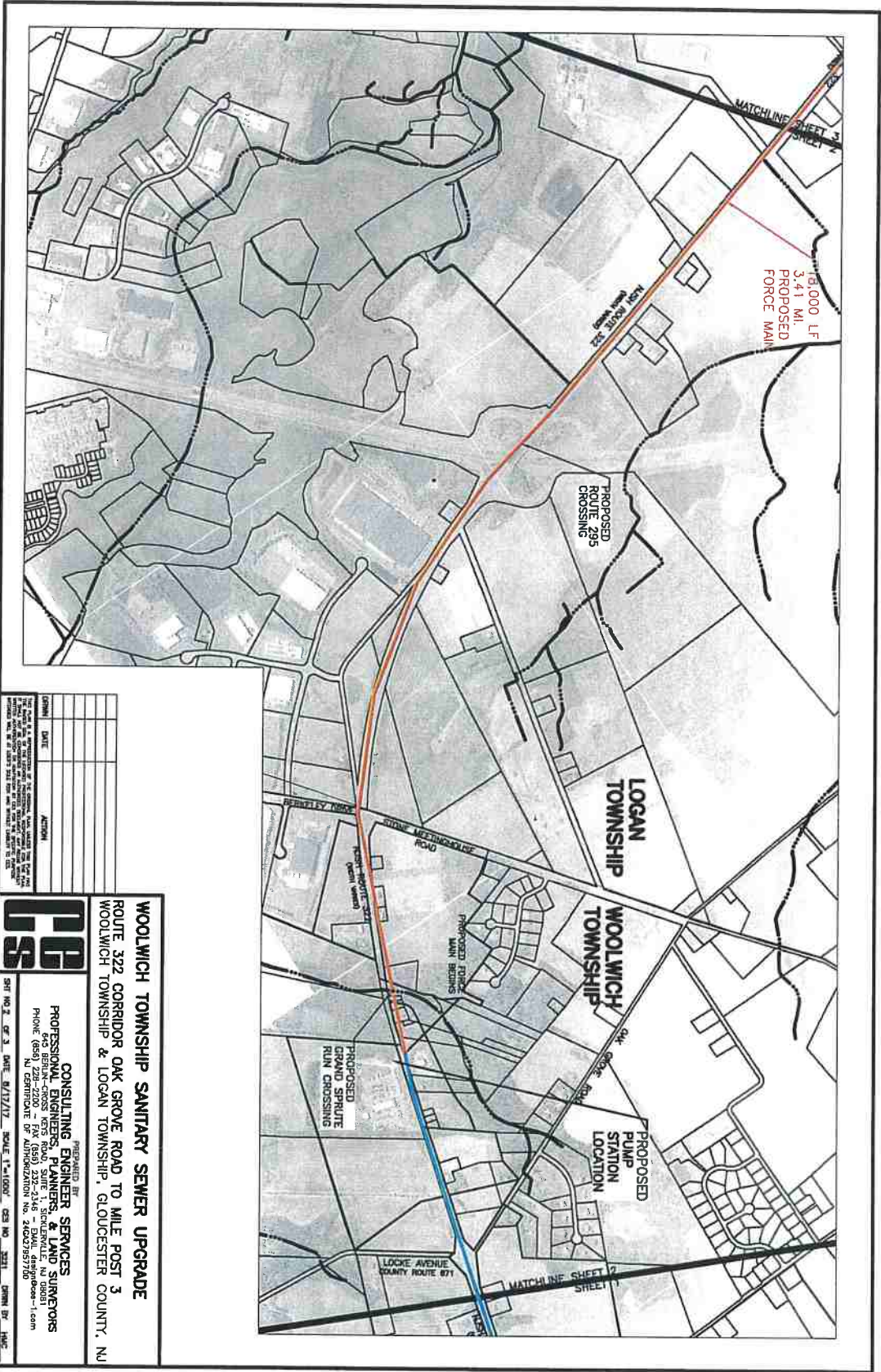
**Project Area**





**EXHIBIT B**  
**Infrastructure Plan**





DATE	ACTION

**WOOLWICH TOWNSHIP SANITARY SEWER UPGRADE**  
**ROUTE 322 CORRIDOR OAK GROVE ROAD TO MILE POST 3**  
**WOOLWICH TOWNSHIP & LOGAN TOWNSHIP, GLOUCESTER COUNTY, NJ**

**CONSULTING ENGINEER SERVICES**  
**PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS**

605 BERLIN-CROSS KINGS ROAD, SUITE 1, SPICERVILLE, NJ 08881  
 PHONE: (908) 228-2200 - FAX: (908) 232-2348 - EMAIL: ds@psdca.com  
 NJ CERTIFICATION OR ADMINISTRATION NO. 240621979700

DESIGNED BY: JMC  
 DATE: 8/17/17  
 SCALE: 1"=100'  
 SHEET NO. 3221  
 FILE NO. 3221

THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF THE DATA, SURVEY, AND FIELD WORK PROVIDED TO THE ENGINEER. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE DATA AND SURVEY. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE DATA AND SURVEY. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE DATA AND SURVEY. THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY OF THE DATA AND SURVEY.

EXHIBIT C

Project Improvements

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### C. Project Improvements

The project includes sanitary sewer improvements consisting of a gravity collection main, a pumping station and a force main system. The improvements are proposed along Route 322 in Woolwich Township and Logan Township in Gloucester County. The full build out sewer flow is 1.37 MGD which was calculated according to NJDEP flow standards (NJAC 7:14A-23; 300 GPD/EDU for Residential, 225 GPD/EDU for Adult Community and 0.1 GPD/SF for Commercial).

The gravity conveyance system starts approximately 725 FT west of the NJ Turnpike at the intersection of Route 322 and Pancoast Road, traveling within the NJDOT right-of-way approximately 14,000 LF to a point 700 FT east of Grand Sprute Run Crossing. The gravity collection main will terminate at the proposed Woolwich Township Pumping Station #1 on Block 6, Lot 5 (lot area contains 71.8± AC).

The Woolwich/Logan municipal boundary lies approximately 820 LF west along 322 from the proposed Woolwich Township Pumping Station #1 on Block 6, Lot 5 to the limit of the Woolwich Wastewater Management Plan (WWMP). This portion of the WWMP area will not be serviced by gravity sewer and will require individual connection to the force main system, not covered under this contract.

The Woolwich Township Pumping Station #1 is proposed within a 10,000 SF conceptual easement on Block 6, Lot 5. The proposed pumping station wet well and new electrical service will be designed and sized for true ultimate build out of 1.37 MGD. The pumping station pumps and horsepower rated an initial flow is to be determined. The upgraded pump design and specification is not included as part of this scope of work. The pump station design will include the design of a dual compartment single wet well structure. The first compartment will be designed to handle the initial flow and a combination of both compartments will be designed to handle the full build out flow of 1.37 MGD.

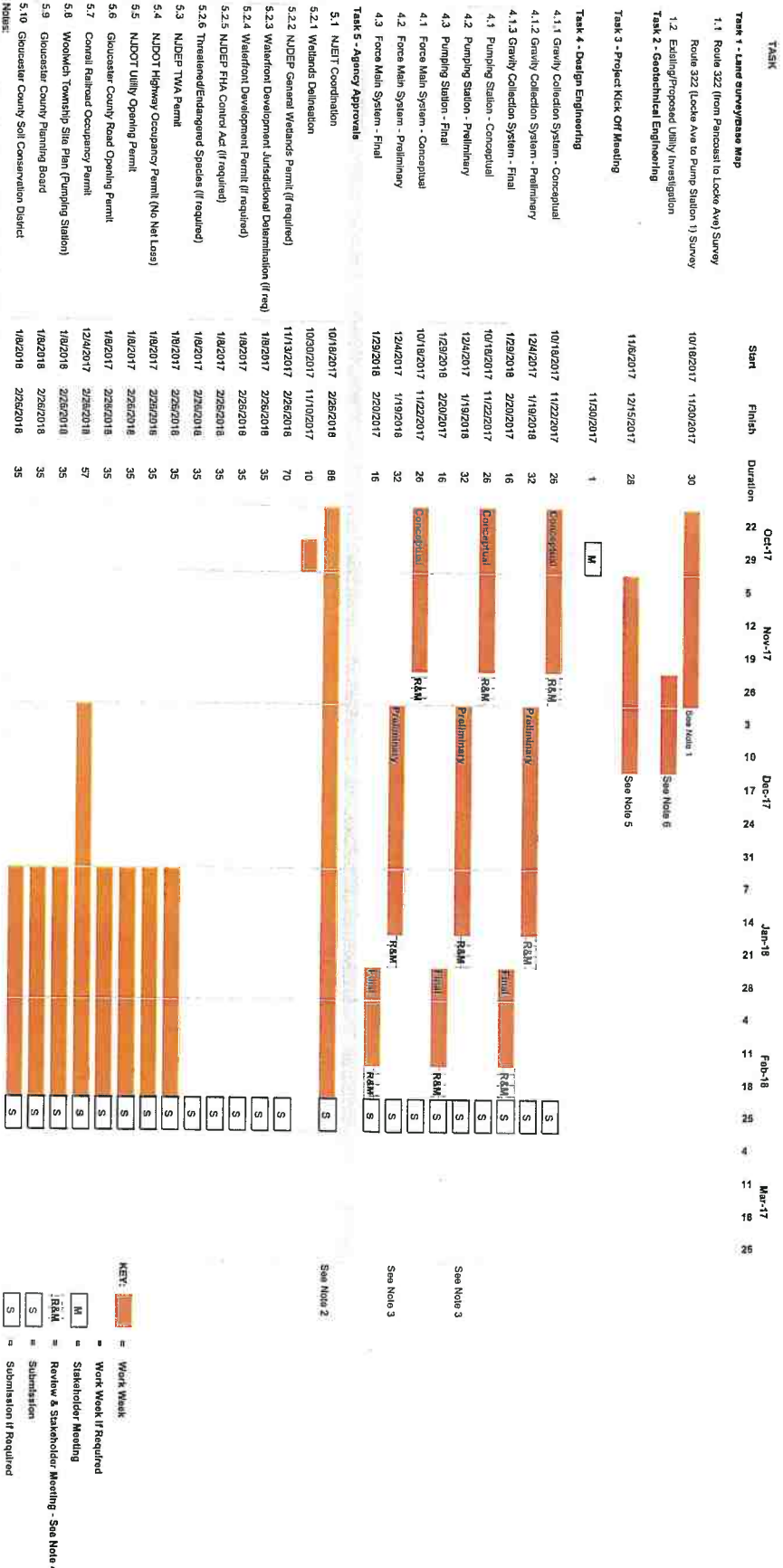
Two force mains will be designed and will run parallel to each other from Woolwich Township Pumping Station #1 to LTMUA Manhole #MS-011. The first force main will handle the initial flow and the combination of force mains will handle the full build out flow of 1.37 MGD. The force mains will travel approximately 18,000 LF west along Route 322 towards Route 130. The force mains will tie into the existing LTMUA Manhole #MS-011 on the west side of Route 322 located near the intersection of Main Street and Church Street.

**EXHIBIT D**

**Project Schedule**

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**PROJECT SCHEDULE**  
**Route 322 Sanitary Sewer**  
**Woolwich Township, Gloucester County, NJ**



1. Survey schedule does not include poor weather conditions and time lost due to inclement weather.  
 2. The NJEIT application will be submitted for to obtaining approval of environmental permits. Submission of NJEIT application is not the responsibility of CES. However based on CES experience, we will assist in the coordination of the application. The review time of NJEIT application varies between 4 and 8 months.  
 3. SCAQA Design will continue during the Review and Stakeholders Meetings and no Final Design.  
 4. Precision Land Development, LLC will coordinate and expedite the Review and Stakeholders Meeting.  
 5. Precision Land Development, LLC will receive authorization by 1/7/18 to enter the proposed pump station assessment for geotechnical findings, survey and site inspection.  
 6. Precision Land Development, LLC has agreed to make ONE Call for notification of utility mark-out by 1/27/17.

**EXHIBIT E**

**Project Team**

**REDEVELOPER**

Principal: Chester Ottirger, Jr.

Project Manager: Tim Larson

Attorneys: James Maley

Civil Engineer: Norm Rodgers, CES

Structural Engineer: Norm Rodgers, CES

Architect: Currently Not Applicable

Environmental Consultant: Norm Rodgers

Construction Supervisor: Joe Cugino

**TOWNSHIP**

Attorney:

Engineer:

Architect:

Environmental Consultant:

Professional Planner:



**Exhibit F**

**Redeveloper Ownership Structure**

- South State, Inc. wholly owns South State Materials, LLC....
- South State Materials, LLC wholly owns Green Energy Holdings, LLC...
- Green Energy Holdings, LLC wholly owns Precision Land Development, LLC

EXHIBIT G

List of Governmental Approvals

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**G. Agency Approvals:**

1. NJEIT Application
  - a. US Fish and Wildlife – Migratory Bird Nest Survey
2. Environmental Permitting
  - a. Wetland Delineation
  - b. NJDEP Statewide General Wetland Permitting (if required)
  - c. Waterfront Development Jurisdictional Determination (if required)
  - d. Waterfront Development Permit (if required)
  - e. NJDEP Flood Hazard Area Control Act (if required)
  - f. Threatened and Endangered Species (if required)
3. NJDEP TWA Permit
4. NJDOT Highway Occupancy (No Net Loss)
5. NJDOT Utility Opening Permit
6. Gloucester County Round Opening Permit
7. Conrail Railroad Occupancy Permit
8. Woolwich Township Major Site Plan and Minor Subdivision (Pump Station) (if required)
9. Gloucester County Planning Board
10. Gloucester County Soil Conservation District

**EXHIBIT H**

**TABLE OF INSURANCE AND BOND REQUIREMENTS**

Type of Insurance	Limits of Liability	Term of Coverage
1. Commercial General Liability	\$1,000,000 each loss/\$2,000,000 policy aggregate	Annual policy Until completion <sup>1</sup>
2. Umbrella Excess Liability	\$5,000,000 each loss/\$5,000,000 policy aggregate	Annual policy Until completion <sup>2</sup>
3. Builder's Risk Coverage <sup>3</sup>	100% of replacement cost of all insurable construction	As-Built Until completion
4. Performance Bond (Construction) <sup>4</sup>	Value of contract(s) for Project Improvements (100% of construction costs)	During construction

<sup>1</sup> Policy is to provide completed operations coverage for a minimum of 3 years following issuance of final Certificate of Completion.

<sup>2</sup> See Footnote 1 above.

<sup>3</sup> Provided by general contractor(s), naming Township Indemnified Parties as additional insureds.

<sup>4</sup> Provided by general contractor(s) for construction of Project Improvements, naming Township as an additional insured

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH ADOPTING AN  
AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH  
PRECISION LAND DEVELOPMENT, LLC**

**R-2018-270**

**WHEREAS**, the Township of Woolwich designated Precision Land Development, LLC as an Infrastructure Redeveloper by way of Resolution R-2017-176; and

**WHEREAS**, the designation as Infrastructure Redeveloper allocated to Precision the obligation to prepare the final design and construct the sewer conveyance system along the 322 Corridor; and

**WHEREAS**, the Township of Woolwich entered into a Redevelopment Agreement with Precision Land Development, LLC as authorized by Resolution R-2017-254; and

**WHEREAS**, the Township of Woolwich has engaged in extensive discussions with the Logan Township Municipal Utilities Authority ("LTMUA") to coordinate sewer conveyance and wastewater treatment at the Logan facility; and

**WHEREAS**, during the course of discussions with LTMUA, the negotiating team for LTMUA requested explicit representations from Woolwich Township's Infrastructure Redeveloper that certain specified protections afforded to Woolwich Township would apply to those aspects of the project within the Municipal boundaries of Logan Township on an equal basis; and

**WHEREAS**, Precision Land Development representatives agreed that such a request was consistent with the underlying Redevelopment Agreement and therefore agreed to enter into an Amended Redevelopment Agreement to address the LTMUA concerns; and

WHEREAS, the Township Committee of the Township of Woolwich desires to enter into an Amended Redevelopment Agreement for the purpose of advancing mutually beneficial discussions with LTMUA.

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

1. The Amendment to Redevelopment Agreement as attached hereto as Exhibit "A" is hereby approved.
2. The Mayor and Township Clerk are hereby authorized and directed to execute the Amendment.

THIS RESOLUTION DULY ADOPTED, at the Regular Meeting of the Township Committee of the Township of Woolwich held on November 19, 2018.

TOWNSHIP OF WOOLWICH

  
Jordan Schlump, Mayor

ATTEST:

  
Jane DiBella, Clerk

CERTIFICATION

The foregoing Resolution was duly adopted at a Regular Meeting of the Township Committee of the Township of Woolwich held on the 19th day of November, 2018.


  
Jane DiBella, Clerk

Exhibit "A"

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**AMENDMENT TO  
REDEVELOPMENT AGREEMENT  
DATED OCTOBER 2017**

**BY AND BETWEEN**

**THE TOWNSHIP OF WOOLWICH**

**AND**

**PRECISION LAND DEVELOPMENT, LLC**

**Redeveloper**

**Date: November 19, 2018**

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This **FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT** ("Amendment") is made as of this 19th day of November, 2018 by and between **PRECISION LAND DEVELOPMENT, LLC.**, a limited liability company, having offices at P.O. Box 68, Bridgeton, New Jersey 08302, and/or its assignee, as provided herein, (the "Redeveloper"), and the **TOWNSHIP OF WOOLWICH**, a municipal corporation of the State of New Jersey, having offices at 120 Village Green Drive, Woolwich Township, New Jersey 08085 (the "Township"). The Township and Redeveloper are collectively referred to as the "Parties" and each individually as a "Party."

**WITNESSETH**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.*, as amended and supplemented ("Redevelopment Law"), 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, the Township Committee, by Resolution No. 2014-20 and Resolution No. 2017-15, designated certain properties in and around the Township's Regional Center East and Regional Center West to be areas in need of redevelopment in accordance with the Redevelopment Law, referred to as the "Kings Landing Redevelopment Area"; and

**WHEREAS**, pursuant to its plans for the revitalization of the Township of Woolwich, the Township adopted the Kings Landing Redevelopment Plan, Route 322 Corridor ("Redevelopment Plan"), which sets forth, *inter alia*, the plans for the redevelopment of the Kings Landing Redevelopment Area (the "Redevelopment Area"); and

**WHEREAS**, the Redevelopment Plan calls for, among other things, demolition of existing improvements and construction of new improvements in the Redevelopment Area, including infrastructure; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-8(d) of the LRHL, the Township is empowered to "construct or reconstruct streets, facilities, utilities, and site improvements essential to the preparation of sites for use in accordance with the redevelopment plan;" and

**WHEREAS**, the Redevelopment Law, N.J.S.A. 40A:12A-8(i), 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**, pursuant to N.J.S.A. 40A:12A-22(o) of the LRHL, the Township is empowered to "[m]ake and enter into all contracts and agreements necessary or incidental to the performance of the duties authorized in this act;" and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-8(n), the Township is empowered to "[d]o all things necessary or convenient to carry out its powers;" and

**WHEREAS**, pursuant to Resolution No. 2017-176, the Township Committee designated the Redeveloper as "Infrastructure Redeveloper" for the design and construction of a sewer



conveyance system and other related infrastructure improvements along the Route 322 Corridor; and

**WHEREAS**, the Township and Redeveloper entered into a certain Redevelopment Agreement dated October 2017 ("Redevelopment Agreement") for the design and construction of certain infrastructure within the Kings Landing Redevelopment Area; and

**WHEREAS**, the Project Improvements will extend beyond the Township's boundaries and into Logan Township; and

**WHEREAS**, the Township is authorized to implement redevelopment plans, carry out redevelopment projects, and execute such responsibilities in partnership with other public entities, pursuant to N.J.S.A. 40A:12A-8 and N.J.S.A. 40A:12A-22; and

**WHEREAS**, the Township, in accordance with the best interests of the Township and its citizens, desires to amend the Redevelopment Agreement with the Redeveloper to address the extension of the project beyond the municipal limits of the Township and its associated connection with the LTMUA.

**NOW, THEREFORE**, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and further, to implement the purposes of the Redevelopment Law and the Redevelopment Plan, the parties, intending to be legally bound, agree supplement the Redevelopment Agreement by way of amendment as follows:

**1. Mutual Representations.**

(a) The Township and Redeveloper agree that the development and construction of the Project Improvements will be governed by the Redevelopment Agreement and this First Amendment.

(b) In the event that any contractual provisions that are required by Legal Requirements, as hereinafter defined, have been omitted, then the Township and Redeveloper agree that this Amendment shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Amendment. If such incorporation occurs and results in a change in the obligations or benefits of one of the Parties, the Township and Redeveloper agree to act in good faith to mitigate such changes in position.

**2. Definitions.** Except as expressly provided herein to the contrary, all capitalized terms used in this Amendment and its exhibits shall have the following meanings:

"Governmental Body" means any federal, state, county or local agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, the Township and the State.

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

"LTMUA" means the Logan Township Municipal Utilities Authority, a public body corporate of the State of New Jersey with offices located at 69 Jefferson Lane, Logan Township, New Jersey 08085.

"Party" means either the Township or the Redeveloper, as the context requires.

"Redeveloper" means Precision Land Development, LLC, a New Jersey limited liability company, having offices at P.O. Box 68, Bridgeton, New Jersey 08302.

"Redevelopment Area" means the area designated by Resolution No. 2014-20 and Resolution No. 2017-15.

"Redevelopment Law" means the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.*, as amended and supplemented.

"Redevelopment Plan" means the Kings Landing Redevelopment Plan, Route 322 Corridor adopted by the Township of Woolwich.

"State" means the State of New Jersey.

"Township" means the Township of Woolwich, in the County of Gloucester, State of New Jersey, a Municipal Corporation of the State.

### **3. Interpretation and Construction.**

In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "heretof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this 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 mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal 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 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 Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) All Notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time.

#### **4. General Representations and Warranties.**

(a) **General Representations and Warranties Extended by Redeveloper.** With respect to and expressly limited to those portions of the Project Area located within the municipal limits of Logan Township, the Redeveloper hereby agrees to extend the General Representations and Warranties as set forth in Article 2 of the Redevelopment Agreement to the LTMUA.

(b) **General Representations and Warranties Extended by Township.** With respect to and expressly limited to those portions of the Project Area located within the municipal limits of Logan Township, the Township hereby agrees to extend the General Representations and Warranties as set forth in Article 2 of the Redevelopment Agreement to the LTMUA.

#### **5. Redeveloper Covenants.**

(a) **Redeveloper Covenants.** With respect to and expressly limited to those portions of the Project Area located within the municipal limits of Logan Township, the Redeveloper hereby agrees to extend the Redeveloper Covenants as set forth in Section 3.1 of the Redevelopment Agreement to the LTMUA.

#### **6. Performance and Payment Bonds.**

(a) **Performance and Payment Bonds.** With respect to and expressly limited to those portions of the Project Area located within the municipal limits of Logan Township, the Redeveloper hereby agrees to extend the elective Performance and Payment Bond(s) as set forth in Article 10 of the Redevelopment Agreement to the LTMUA.

#### **7. Indemnification; Insurance.**

(a) **Indemnification.** With respect to and expressly limited to those portions of the Project Area located within the municipal limits of Logan Township, the Redeveloper hereby agrees to indemnify the LTMUA in the same manner as provided for the Township in accordance with Sections 11.1 and 11.2 of the Redevelopment Agreement.

(b) **Insurance.** The Redeveloper shall furnish or shall cause to be furnished to the LTMUA certificates evidencing insurance as set forth in Section 11.3 of the Redevelopment Agreement on those portions of the Project Area or related to the construction thereon in the amounts set forth in Items 1 and 2 of Exhibit "H" of the Redevelopment Agreement.

**8. Events of Default and Remedies.**

(a) **Events of Default.** Any one or more of the following events shall constitute an Event of Default hereunder, unless such event results from the occurrence of an event of Force Majeure:

i. Failure of the Redeveloper or the Township to observe and perform any condition or agreement in this Amendment and continuance of such failure for a period of thirty (30) days, after receipt by the defaulting party of written Notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied.

ii. The Redeveloper or its successor in interest shall fail to make any payment owed by it to the Township when due and such payments shall not have been paid or provision satisfactory to the Township made for such payment, within 30 days after written demand by the Township to do so.

(b) **Remedies Upon Event of Default by Redeveloper.** In the event that an Event of Default by the Redeveloper occurs, then, subject to all other provisions herein for Notice, cure and mitigation of damages, the Township may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, or agreements of the Redeveloper, as applicable, under this Amendment including the seeking of damages.

(c) **Remedies Upon Event of Default by Township.** In the event that an Event of Default by the Township occurs, then Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, or agreements of the Township, as applicable, under this Amendment, including the seeking of damages. The Township shall be entitled to cure any default hereunder upon reasonable Notice.

(d) **Specific Performance.** If an Event of Default occurs, or a party hereto threatens to take an action that will result in the occurrence of an Event of Default, the non-defaulting (or non-threatening) party shall have the right and remedy, without posting bond or other security, to have the provisions of this Amendment specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury to the Township or the Redeveloper and that money damages may not provide an adequate remedy thereto.

(e) **Failure or Delay.** Except as otherwise expressly provided in this Amendment, any failure or delay by either party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

(f) **Remedies Cumulative.** No remedy conferred by any of the provisions of this Amendment is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter

existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

(g) **Continuance of Obligations.** The occurrence of an Event of Default shall not relieve the defaulting party of its obligations under this Amendment.

(h) **Litigation Costs.** In the event that a party to this Amendment successfully pursues an action to enforce any remedy provided in this Agreement, that party shall be entitled to payment by the other party of all reasonable costs and expenses incurred in connection with such action, including attorney's fees.

(i) **Mitigation.** The parties shall act reasonably to mitigate any damages that may be incurred as the result of an Event of Default hereunder.

9. **Notices and Demands.** Any notice, approval, waiver, objection or other communication (for convenience, referred herein as a "notice") required or permitted to be given hereunder or given in regard to this Amendment by one party to the other shall be in writing and the same shall be given and be deemed to have been delivered, served and given (a) if delivered in person, via a nationally-recognized overnight courier, or by email or facsimile when received by the person to whom notice is given, or (b) if mailed, (except where actual receipt is specified in this Amendment) three (3) days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the party at the address specified below:

(a) When sent by the Township to Redeveloper:

Precision Land Development, LLC  
Attention: Anthony Suppa  
P.O. Box 68  
Bridgeton, New Jersey 0830

With a copy to:

M. James Muley, Jr., Esquire  
Maley Givens, P.C.  
1150 Haddon Avenue, Suite 210  
Collingswood, New Jersey 08108  
(856) 854-1515 (office)  
(856) 858-2944 (fax)  
jmalcy@malcygivens.com

(b) When sent by Redeveloper to the Township:

Township of Woolwich  
Attention: Township Clerk  
120 Village Green Drive  
Woolwich Township, New Jersey 08085

Any party may change its address for Notices by Notice theretofore given in accordance with this Section which shall be deemed effective only when actually received by the other party.

10. **Waiver.** No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligation under this Amendment shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of any other party.

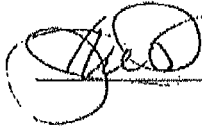
11. **Implementation of Amendment.** The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions of this Amendment.

12. **Counterparts.** This Amendment may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

13. **Effective Date.** The effective date of this Amendment shall be the date upon which all of the parties hereto have executed and delivered this Amendment.

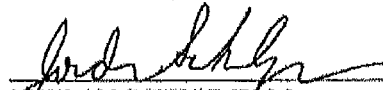
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be properly executed and their corporate seals (where applicable) affixed and attested to as of the day and year first above written.

ATTEST:



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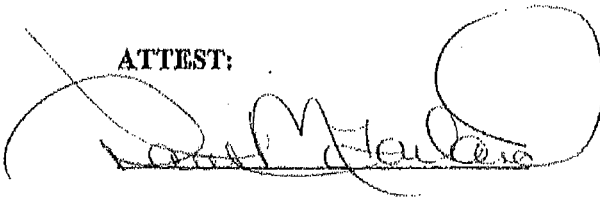
TOWNSHIP OF WOOLWICH



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JORDAN SCHLUMP, Mayor

ATTEST:



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PRECISION LAND DEVELOPMENT, LLC



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CHESTER OTTINGER, JR., Managing

**FOR EXECUTION**

This **SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT** (“Second Amendment”) is made as of this \_\_\_\_ day of April, 2021 by and between **PRECISION LAND DEVELOPMENT, LLC.**, a \_\_\_\_\_ limited liability company, whose address is at P.O. Box 68, Bridgeton, New Jersey 08302, and/or its assignee, as provided herein, (the “Redeveloper”), and the **TOWNSHIP OF WOOLWICH**, a municipal corporation of the State of New Jersey, having offices at 120 Village Green Drive, Woolwich Township, New Jersey 08085 (the “Township”). The Township and Redeveloper are collectively referred to as the “Parties” and each individually as a “Party.”

**WITNESSETH**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.*, as amended and supplemented (“Redevelopment Law”), 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, the Township Committee, by Resolution No. 2014-20 and Resolution No. 2017-15, designated certain properties in and around the Township’s Regional Center East and Regional Center West to be areas in need of redevelopment in accordance with the Redevelopment Law, referred to as the “Kings Landing Redevelopment Area”; and

**WHEREAS**, pursuant to its plans for the revitalization of the Township, the Township adopted the Kings Landing Redevelopment Plan, Route 322 Corridor (“Redevelopment Plan”), which sets forth, *inter alia*, the plans for the redevelopment of the Kings Landing Redevelopment Area (the “Redevelopment Area”); and

**WHEREAS**, the Redevelopment Plan calls for, among other things, demolition of existing improvements and construction of new improvements in the Redevelopment Area, including, but not limited to, water and sewer infrastructure; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-8(d) of the Redevelopment Law, the Township is empowered to “construct or reconstruct streets, facilities, utilities, and site improvements essential to the preparation of sites for use in accordance with the redevelopment plan;” and

**WHEREAS**, the Redevelopment Law, N.J.S.A. 40A:12A-8(f), 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**, pursuant to N.J.S.A. 40A:12A-39(b), any public body, including Township, is empowered to cause sewer or water facilities to be furnished adjacent to or in connection with housing or redevelopment projects; and

**WHEREAS**, the Redevelopment Law, N.J.S.A. 40A:12A-8(f), authorizes the Township to arrange or contract with a redeveloper for the furnishing of facilities in connection with the Redevelopment Area; and

**FOR EXECUTION**

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-22(o) of the Redevelopment Law, the Township is empowered to “[m]ake and enter into all contracts and agreements necessary or incidental to the performance of the duties authorized in this act;” and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-8(n), the Township is empowered to “[d]o all things necessary or convenient to carry out its powers;” and

**WHEREAS**, pursuant to Resolution No. 2017-176, the Township Committee designated the Redeveloper as “Infrastructure Redeveloper” for the design and construction of a sewer conveyance system and other related infrastructure improvements along the Route 322 Corridor in the Township, which is within the Redevelopment Area; and

**WHEREAS**, in furtherance of such designation, the Township and Redeveloper entered into that certain Redevelopment Agreement, dated October 2017 (“Original Redevelopment Agreement”), for the design and construction of certain infrastructure within the Redevelopment Area, which Original Redevelopment Agreement was amended pursuant to that certain First Amendment to the Redevelopment Agreement, dated November 19, 2018, which First Amendment was authorized by the Township Committee pursuant to Resolution R-2018-270 adopted on November 19, 2018 (“First Amendment”) (the “First Amendment” and, together with the Original Redevelopment Agreement and this Second Amendment, the “Redevelopment Agreement”); and

**WHEREAS**, in October 2019, the Township, the Redeveloper, the Gloucester County Improvement Authority (“GCIA”), the Gloucester County Utilities Authority (“GCUA”) and the Borough of Swedesboro entered into a Memorandum of Understanding (“MOU”), which set forth shared responsibilities for a regional sewer infrastructure project to service, among other things, the GCIA and the Township within the Redevelopment Area (the sewer infrastructure project within the Redevelopment Area is hereinafter defined as the “Sewer Project”); and

**WHEREAS**, the Township and the Redeveloper are hereby desirous of further amending the Original Redevelopment to, among other things, amend the definition of the “Project” to account for the establishment of the Sewer Project as the specific “Project” to be undertaken and completed thereunder.

**NOW, THEREFORE**, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and further, to implement the purposes of the Redevelopment Law and the Redevelopment Plan, the parties, intending to be legally bound, agree amend the Redevelopment Agreement as follows:

**1. Repeal of the First Amendment.** The First Amendment to the Redevelopment Agreement is hereby rescinded and repealed in its entirety and shall, hereafter, be of no force and effect as or against the Township or the Redeveloper.

**2. Amendment to Section 1.1 of the Original Redevelopment Agreement.** Section 1.1 of the Original Redevelopment Agreement is hereby revised as follows:



**FOR EXECUTION**

- a. The definition of "Completion" is hereby amended and restated in its entirety by the following:

“Completion’ Complete’ or Completed’ means completion of construction of Project Improvements, in accordance with the Redevelopment Agreement, such that the Project Improvements can be operational upon connection with the Shared Force Main, once the Shared Force Main is constructed. The Parties acknowledge and agree that the Project Improvements will not be operational until they are actually connected to the Shared Force Main and that it is anticipated to take approximately two (2) years after the GCIA issues a notice to proceed before the Shared Force Main is constructed and able to be connected to the Project Improvements.

- b. The definition of the term "LTMUA" is hereby deleted in its entirety.
- c. The definition of "Project" is hereby amended and restated in its entirety and replaced with the following:

“Project’ means the obtaining of Governmental Approvals, obtaining access to the Route 322 Right of Way, performing site preparation, undertaking and completing infrastructure development, construction and installation and providing technical assistance with the financing, construction and Completion of all Project Improvements contemplated under this Agreement in accordance with the Redevelopment Plan.”

- d. The definition of "Project Improvements" is hereby amended and restated in its entirety and replaced with the following:

“Project Improvements’ means the design and construction of certain sewer infrastructure improvements within the Redevelopment Area, namely, the Gravity Main, the Force Main and the Township Pump Station, as depicted in the Plans and Specification and as described in Exhibit "C" attached hereto. The Project Improvements may be expanded or extended to include the Mantua Main upon amendment to this Agreement.

- e. The definition of "Plans and Specifications" is hereby amended and restated in its entirety and replaced with the following:

“Plans and Specifications’ means the plans prepared by CES Cover Sheet dated 11-30-20, Sheets 1-35; the specifications prepared by CES dated May 18, 2018 and revised December 5, 2020 and the Shop Drawings.”

- f. A following new definition are hereby added to the Redevelopment Agreement:

“Certificate of Completion’ means a written certificate issued by the Township in accordance with Section 4.1.2 of this Agreement, which shall acknowledge that Redeveloper has performed all of its duties and obligations pursuant to this Agreement relative to the Project or any phase thereof, if applicable, whose issuance shall serve to release the Project or applicable phase thereof, and Redeveloper from all terms, obligations and conditions contained in this Agreement.

‘GCIA’ shall mean the Gloucester County Improvement Authority, a political subdivision of the State, having its principal offices located at 109 Budd Blvd., West Deptford, NJ 08096.

**FOR EXECUTION**

'GCUA' shall mean the Gloucester County Utilities Authority, a political subdivision of the State, having its principal offices located at 2 Paradise Road, West Deptford, NJ 08066.

"Gravity Main" shall mean a gravity conveyance system which will start at the municipal boundary between Logan Township and Woolwich Township on Route 322 and shall run along Route 322 (Swedesboro Road) past Kingsway regional School to the intersection with Pancoast Road, and which shall be designed to convey sewer flow for Woolwich Township in an amount up to 800,000 GPD, which is consistent with the "will serve" letter issued by the GCUA to the Township.

"Force Main" shall mean a sewer force main which will connect from the Township Pump Station to a connection in the vicinity Route 322 and Garwin Road at Kingsway Regional High School where it will connect to the Shared Force Main and ultimately run to the existing GCUA Mantua Creek Pump Station. The Force Main which shall be designed to convey sewer flow for Woolwich Township in an amount up to 800,000 GPD, which is consistent with the "will serve" letter issued by the GCUA to the Township.

'Notice to Proceed' means the written notice that the Township gives to the Redeveloper authorizing the Redeveloper to proceed with the Project or applicable phase or portion thereof.

'MOU' shall mean the Memorandum of Understanding entered into between the GCIA, the GCUA, the Township, the Borough of Swedesboro and Redeveloper on or about October 10, 2019 in which the parties set forth their understanding regarding a regional sewer project proposed by the GCIA and a sewer project proposed by the Township, both of which would connect into the GCUA sewer system."

"Shared Force Main" shall mean the force main anticipated to be constructed under the MOU and shared between the Township, GCIA and Swedesboro, that will begin at the intersection of Route 322 and Kings Highway running northeast along Kings Highway to Mantua Road in East Greenwich, with final connection to the Edwards Run Interceptor prior to the Mantua Creek Pump Station belonging to the GCUA, which is intended to allow flows from: (a) Woolwich Township in an amount up to 800,000 GPD; (b) flows from the GCIA, which are intended to vary from 70,000 to 100,000 GPD with a peak volume of 200,000 GPD; and (c) flows from the Borough of Swedesboro, which are anticipated to be 225,000 to 400,000 GPD.

"Shop drawings" shall mean the shop drawings to be delivered by Redeveloper to the Township for the Gravity Main, Force Main and Township Pump Station pursuant to the Authorization to Proceed issued by the Township, dated February 17, 2021.

"Township Pump Station" shall mean a new regional wastewater pumping station to be constructed at the intersection of Route 322 and Locke Avenue in Woolwich Township to allow wastewater from GCIA, the Township and the Borough of Swedesboro to be pumped to the Mantua Creek Pump Station belonging to the GCUA.

**3. Amendments to Exhibits A, B, C and D.** Exhibits A, B, C and D attached to the Original Redevelopment Agreement are hereby deleted in their entirety and replaced with Exhibits A, B, C and D attached to this Second Amendment.

4. **Amendment to Section 3.1 of the Original Redevelopment Agreement.** Subsections (a) and (d) of Section 3.1 of the Original Redevelopment Agreement are hereby amended and restated in their entirety and replaced with the following:

"(a) The Redeveloper shall carry out the Project in accordance with the provisions of this Agreement and Legal Requirements, including, but not limited to, the Redevelopment Law, all Governmental Approvals and Environmental Laws. The Redeveloper shall obtain any necessary advance approvals of the plans for the Project Improvements from the Township and any other required Governmental Body, including, but not limited to, the NJDOT, the NJDEP, the GCIA, and the GCUA."

"(d) The Redeveloper shall use diligent efforts to obtain all Governmental Approvals requisite to the construction and development of the Project, including evidence satisfactory to the Township that the Project is in compliance with all Legal Requirements and Environmental Laws, including any regulations of the GCUA."

5. **Amendment to Section 4.1 of the Original Redevelopment Agreement.** Section 4.1 of the Original Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

**"SECTION 4.1. Cost Estimates.**

(a) **Preparation of Cost Estimates.** Redeveloper has prepared and delivered to the Township on February 12, 2021 a not-to-exceed contract price, which was based upon the anticipated costs to construct the Project depicted in the Plans and Specifications attach thereto ("Cost Estimate").

(b) **Revisions to Cost Estimates.** Redeveloper shall submit a proposed amendment to the Cost Estimate to the Township for approval, which shall not be unreasonably withheld, conditioned or delayed, if after delivery and approval of the Cost Estimate; (i) the Redeveloper encounters site conditions or other unanticipated changed circumstances during construction which prevents the Project Improvements or portion thereof, from being constructed at or below the Cost Estimate; (ii) the Township elects to proceed with an accelerated or fast-tracked schedule, which carries with it the risk of additional costs, and sufficient contingencies to cover such costs need to be included in the Cost Estimate; or (iii) a design changes requested by or approved by the Township for the Pump Station or the Force Main occurs, and such changes increase the costs above the Cost Estimate. Approval of any amendment to the Cost Estimate by the Township shall be in writing in the form of a Notice to Proceed. Redeveloper shall not be responsible for any cost overruns or additional costs associated with the Completion of the Project unless such costs are the direct result of the gross negligence or willful misconduct of the Redeveloper.

6. **Amendment to Section 4.1.2 of the Original Redevelopment Agreement.** Section 4.1.2 of the Original Redevelopment Agreement is hereby deleted in its entirety and replaced with the following:

**"SECTION 4.1.2 Township Covenant and Private Financing.**

(a) **Project Financing.** The Parties acknowledge and agree that on December 18, 2017, the Township adopted Ordinance #2017-19, which was a Bond Ordinance authorizing the issuance

**FOR EXECUTION**

of bonds in the amount of fifteen million, four hundred thousand dollars (\$15,400,000.00) for the purposes of financing the Project ("Project Bonds"). The Parties further acknowledge and agree that the Township shall issue the bonds authorized in Ordinance #2017-19 as financing for the Project. If additional funding for the Project is necessary beyond the funds available from the issuance of said Project Bonds, the Township agrees that it shall secure all such funds. Township covenants and otherwise agrees to use its best efforts to obtain financing for the Project Costs from all available sources other than the Redeveloper (together with the Project Bonds shall mean "Project Funding"). Redeveloper shall support the Township in that regard in all material respects to secure Project Funding, including, but not limited to, providing all Plans and Specifications, Cost Estimates, and other data required in the application process for such Project Funding in a commercially timely manner. Township, likewise, shall supply all materials and information required to successfully process any loan application or other document necessary to obtaining Project Funding. Township and Redeveloper shall engage in a co-operative effort throughout the loan application and construction oversight processes. The Township shall ensure that all Project Funding is in place for the applicable phase of the Project for which a Notice to Proceed has been issued at the time of issuance of any additional Notices to Proceed. The Parties acknowledge and agree that, as of the date of execution of the Second Amendment, the Project Bonds are sufficient to cover the current Cost Estimate of \$12,100,000.00.

(b) **Payment of Project Costs.** The Redeveloper shall invoice the Township directly for all Project Costs incurred and the Township shall pay such invoice within thirty (30) calendar days from the date upon which the Township has received an itemized list of costs and expenses including for which the Redeveloper is seeking payment ("Billing Date") to include, but not be limited to, the following cost detail (i) amounts due and payable (x) to a contractor or contractors, professionals or other representatives and/or service providers engaged by the Redeveloper to undertake and Complete the Project or (y) to the Redeveloper for services to be performed by the Redeveloper and its employees to undertake and Complete the Project (in each case evidenced by appropriate supporting materials), (ii) amounts to be reimbursed to the Redeveloper for (x) invoices previously paid by the Redeveloper to contractors, professionals or other representatives and/or service providers engaged by the Redeveloper to undertake and Complete the Project or for (y) services previously performed by the Redeveloper and its employees in connection with the undertaking and Completion of the Project (in each case evidenced by appropriate supporting materials). The Parties agree that the provisions of N.J.S.A. 2A:30A-1 and N.J.S.A. 2A:30A-2 are incorporated herein by reference.

In the event that payment is not made by the Payment Date, and the invoice has not been disputed pursuant to subsection (e) below, Redeveloper shall have the option, in its sole discretion, to suspend performance, without penalty and without constituting an Event of Default, upon seven (7) calendar days written notice of non-payment and intent to suspend performance. Nothing herein shall be construed to limit any of Redeveloper's rights and remedies under this Agreement, nor shall Redeveloper's continued performance under this Agreement be construed as any waiver of any rights under this Agreement, including but not limited to, the right to payment of any invoice.

(c) **Billing Disputes.** The Township shall have the right to dispute any costs submitted for payment or reimbursement, provided written notice thereof is given to the Redeveloper prior to the date upon which payment is due to the Redeveloper. If any such dispute shall occur, the

## FOR EXECUTION

parties shall attempt to resolve such dispute within fifteen (15) days of notice to the Redeveloper. If, thereafter, such dispute cannot be resolved, the parties shall utilize the dispute resolution procedures set forth in this Redevelopment Agreement. Redeveloper understands that Project Funding will be based upon Cost Estimates generated by, or on behalf of, Redeveloper. Disputes regarding whether a party has failed to make payments required pursuant to this Section may be submitted to a process of alternative dispute resolution.

(d) **Final Payment and Acceptance of Work.** Upon Completion of the construction of the Project, Redeveloper shall submit a final invoice ("**Final Invoice**") which sets forth all of the remaining amounts due and owing to Redeveloper for the Project. Upon receipt of the Final Invoice, the Township shall have sixty (60) days to review all work performed by the Redeveloper to determine if it was satisfactory. In the event that the Township determines that the work has been satisfactorily Completed, said Party shall submit payment to the Redeveloper within sixty (60) days of receipt of the Final Invoice. Submission of payment of the Final Invoice shall be deemed to be acceptance of all work under this Agreement and shall entitle Redeveloper to the issuance of a Certificate of Completion, if it has not already been issued for the Project.

In the event that the Township determines the work is not satisfactory, the Township shall notify the Redeveloper, in writing within sixty (60) days of receipt of the Final Invoice, that the work is unsatisfactory, and shall set forth in detail the respects in which it reasonably believes that the Redeveloper has failed to Complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts shall be necessary in order for work to be deemed satisfactory, setting forth the specific provision of this Agreement for which the Redeveloper is in default or otherwise has failed to comply. In the event that Redeveloper disputes the Township's claims that the work is unsatisfactory, the Parties shall attempt to resolve such dispute within fifteen (15) days of the notice to the Redeveloper. If, thereafter, such dispute cannot be resolved, the Parties may utilize the dispute resolution procedures set forth in this Redevelopment Agreement, or may be submitted to a process of alternative dispute resolution. No warranties shall pass to the Township until payment of the Final Invoice by the respective Parties.

7. **Amendment to Section 4.4 of the Original Redevelopment Agreement.** Section 4.4 of the Original Redevelopment Agreement is hereby amended and restated in its entirety and replaced with the following:

"**SECTION 4.4. Public Site Improvements.** The Project Improvements are infrastructure improvements and the Township and the Redeveloper agree that these 'Public Site Improvements' shall be dedicated to the Township or the other appropriate governmental entity, or to their respective franchisee or designee, as applicable, for public use and which shall be accepted for public use upon the Completion of the Project Improvements and release of all Bonds."

8. **Amendment to Section 4.11 of the Original Redevelopment Agreement.** Section 4.11 of the Original Redevelopment Agreement is hereby amended and restated in its entirety and replaced with the following:

"**SECTION 4.11. Implementation of the Project.**

## FOR EXECUTION

(a) **The Project.** The Redeveloper shall undertake the Project in accordance with the terms, conditions and limitations set forth herein and as conceptually described in Exhibit C and depicted the Plans and Specifications, as the same may be revised, amended, modified and altered by the Parties from time to time subsequent to the date hereof and, in particular, in accordance with the Final Plans and Specifications. The Parties specifically acknowledge and agree that the Plans and Specifications for the Project (including, individually, the Gravity Main, the Township Pump Station and/or the Force Main) may be revised, amended, modified or altered and final specifications may be provided by the Redeveloper upon completion of any revision, amendment, modification or alteration of the same.

(b) **Responsibility for Construction of the Project.** Redeveloper, either on its own or in conjunction with the Construction Professionals, shall be responsible for undertaking the construction of, and Completion of the Project in accordance with the terms of this Agreement. In connection with the construction of the Project, the Redeveloper shall prepare and submit a Project budget setting forth Cost Estimates and any changes thereto through the duration of construction of the Project (the "Project Budget"). In the event that the Project Budget is expected to exceed the Cost Estimates, the Redeveloper shall notify the Township, in writing, within five (5) days of the date that the Redeveloper has knowledge that the Cost Estimates are greater than initial expectations and/or are or expected to be greater than the amount available to the Township under the Project Bonds. Upon such event, the provisions of Section 4.1.2(a) shall apply.

(c) **Responsibility to Cooperate.** The Parties each hereby agree to use its respective best efforts to assist and cooperate with each other, as necessary, to enable the Parties to fulfill their respective obligations under this Agreement, including, but not limited to, the design and construction of the Project, and obtaining any Governmental Approvals or other permits necessary to effectuate the timely undertaking and Completion of the Project.

(d) **Limitation on Delegation of Authority.** To the extent that this Agreement constitutes a delegation of authority by the Township, this Agreement shall be subject to each delegation so granted and shall not be construed to delegate any authority other than the authority necessary to perform the specific services described in this Agreement and necessary to undertake and Complete the Project. No party intends by this Agreement to create any agency relationship other than that which may be specifically required for the limited purpose of performing the services described in this Agreement.

(e) **Developer Tie-Ins.** At the request of the Township, the Redeveloper shall construct tie-ins to the Project Improvements for future sewer connections. Redeveloper shall not be obligated to construct any such tie-ins unless and until the Township has provided all of the following: (i) the location and diameter of the proposed tie-in; (ii) a consistency determination that the requested tie-in is consistent with the sewer management plan, the Plans and Specifications for the Project, and the anticipated flows for the Project; (iii) a Notice to Proceed for the requested tie-in.

(f) **Completion.** The Redeveloper shall provide the Township with final "as-built" plans and specifications for construction of the Project Improvements ("As-Built Plans") in accordance with the Redevelopment Plan upon Completion of the Project. Upon submission of the As-Built Plans, the Redeveloper may apply for a Certificate of Completion for the Project, which shall not be unreasonably conditioned, delayed or withheld."

**9. Amendment to Section 4.12 of the Original Redevelopment Agreement.**

Section 4.11 of the Original Redevelopment Agreement is hereby amended and restated in its entirety and replaced with the following:

**“SECTION 4.12. Tolling Event.** The Project Schedule represents the Redeveloper’s current expectations as to the schedule for the progress and completion of the Project. The Redeveloper will diligently endeavor to Complete the Project by the Completion Date set forth in the Project Schedule subject to relief resulting from (a) the occurrence of any one or more events of Force Majeure, (b) casualty affecting a substantial portion of the Project Improvements, (c) an Event of Default by the Township that has a material adverse effect on the ability of the Redeveloper to adhere to the Project Schedule, (d) any event, objection or action by a third party, unless intentionally caused by the Redeveloper’s act or omission, which delays the issuance of final unappealable approvals or buildings permits; and (e) any material delay in the Redeveloper’s receipt of materials, supplies or other necessary components required for Completion of the Project or any part thereof (each of the foregoing, a “Tolling Event”). The Parties acknowledge and agree that there shall be no obligation of the Redeveloper to undertake or Complete the Project until the Township provides a Notice to Proceed, or as applicable, the GCIA has issued a Notice to Proceed as related to the Mantua Main and the ability of the Redeveloper to connect the Project into such Gravity Main, and there shall be no obligation for the Redeveloper to order or purchase any materials, supplies or other necessary components of the Project or any part thereof until a Notice to Proceed has been issued by the Township in connection with the Project.”

**10. Amendment to Section 12.2 of the Original Redevelopment Agreement.**

Section 12.2 of the Original Redevelopment Agreement is hereby amended as follow:

**“SECTION 12.2. Force Majeure.** Performance by either party hereunder shall not be deemed to be in default where delays or failure to perform are the result of the following acts, events or conditions or any combination thereof that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or obligations of the parties to this Agreement; provided, however, that such act, event or condition shall be beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Agreement (“Force Majeure”):

- (a) – (f) No Change
- (g) The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Project Area, or any material portion or part thereof, by the action of any federal, state or local government or governmental agency or authority.
- (h) Pandemics, public health emergencies, local, state or national declarations of emergency or similar occurrences or any other interruption that affect the availability of labor and/or the production and/or delivery of goods, equipment or materials necessary for the Completion of the Project or otherwise have a material or adverse effect on the affected Party’s ability to perform.

The parties hereto acknowledge that the acts, events or conditions set forth in paragraphs (a) through (h) above are intended to be the only acts, events or conditions that may (upon satisfaction of the conditions specified above) constitute Force Majeure. Notice by the party





**FOR EXECUTION**

With a copy to:

M. James Maley, Jr., Esquire  
Maley Givens, P.C.  
1150 Haddon Avenue, Suite 210  
Collingswood, New Jersey 08108  
jmaley@maleygivens.com”

**13. Entire Agreement; Interpretation.** Any portion of the Original Redevelopment Agreement which has not been specifically amended by this Second Amendment shall remain in full force and effect and together with this Second Amendment shall constitute the entire agreement of the Parties with respect to respective obligations relating to the Project and shall supersede and replace any and all prior written or oral negotiations, discussions, representations or agreements regarding the same. The Parties agree that this Second Amendment shall be read in conjunction with and be interpreted to incorporate the terms of the Redevelopment Agreement, as amended herein.

**14. Implementation of Second Amendment.** The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions of this Second Amendment.

**15. Counterparts.** This Second Amendment may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

**16. Effective Date.** The effective date of this Second Amendment shall be the date upon which all of the parties hereto have executed and delivered this Second Amendment.

**IN WITNESS WHEREOF,** the parties hereto have caused this Second Amendment to be properly executed and their corporate seals (where applicable) affixed and attested to as of the day and year first above written.

**ATTEST:**

**TOWNSHIP OF WOOLWICH**

\_\_\_\_\_

\_\_\_\_\_  
VERNON R. MARINO, Mayor

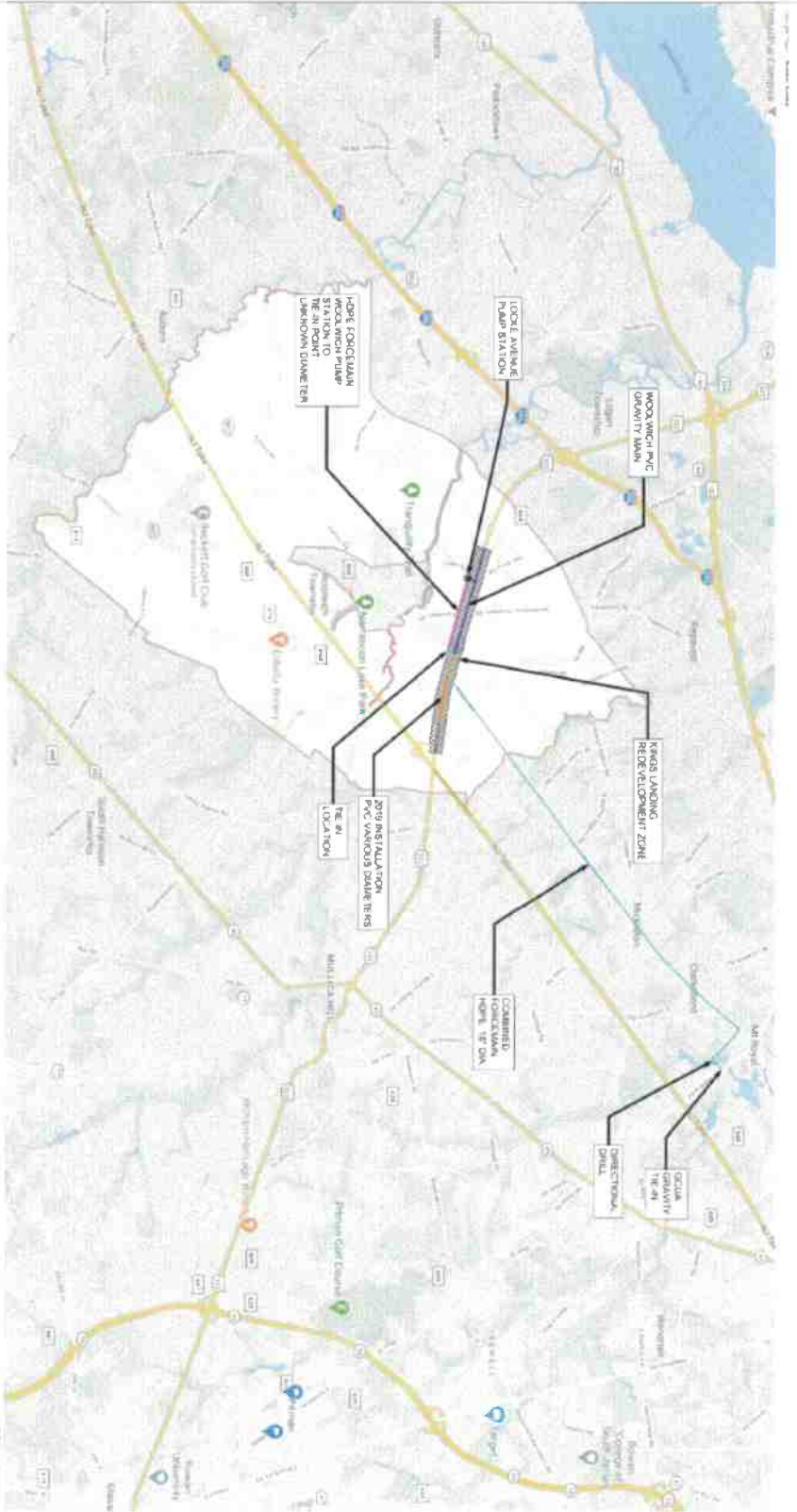
**ATTEST:**

**PRECISION LAND DEVELOPMENT, LLC**

\_\_\_\_\_

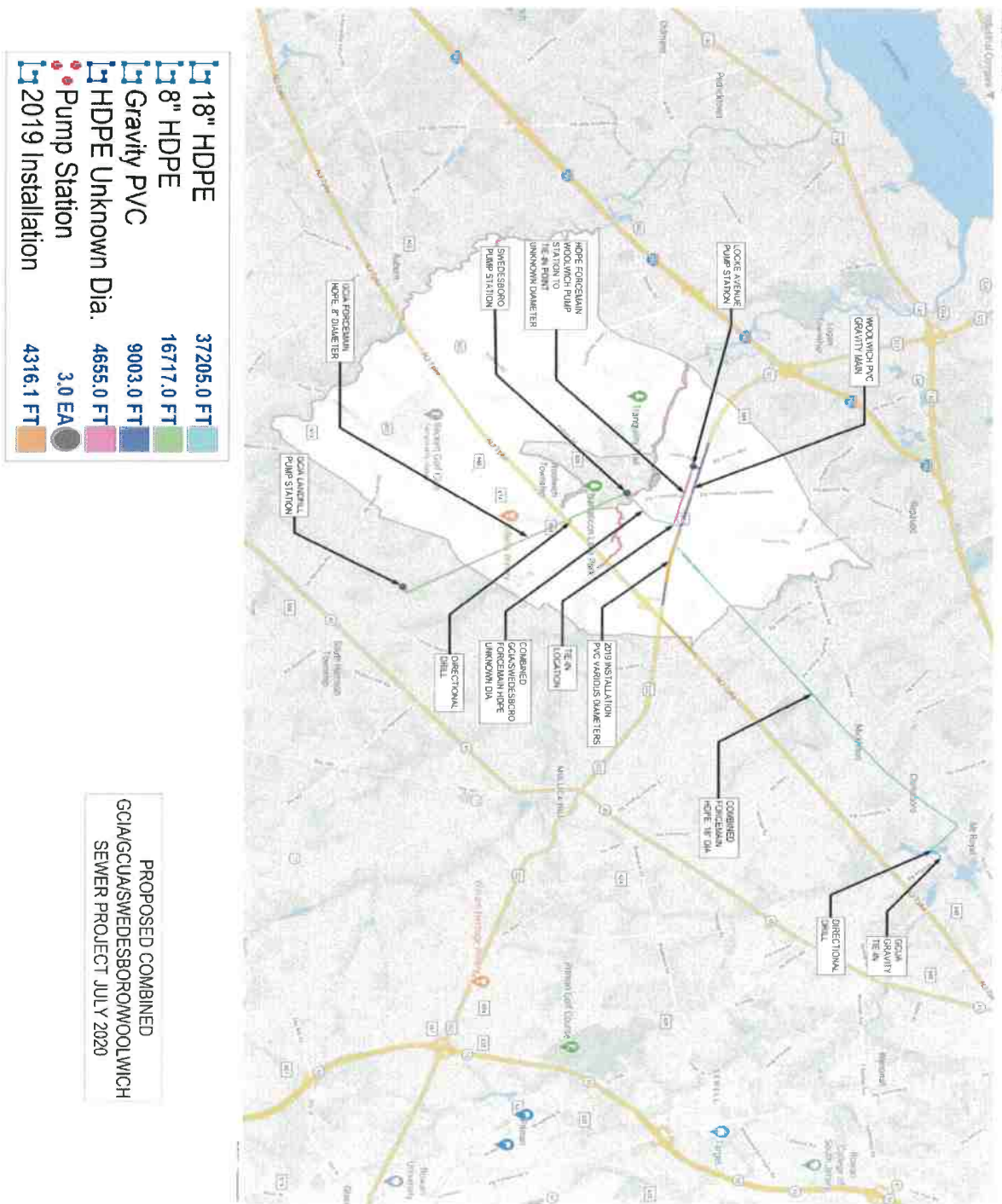
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CHESTER OTTINGER, JR., Managing Member

**EXHIBIT A**  
**PROJECT AREA**



PROPOSED COMBINED  
GCI/AGCUAWOOLWICH  
SEWER PROJECT JULY 2020

**EXHIBIT B**  
**INFRASTRUCTURE PLAN**



**EXHIBIT C**  
**PROJECT DESCRIPTION**

A sewer project is proposed to be undertaken which includes the construction of sanitary sewer improvements consisting of a gravity conveyance system, a pumping station and a force main system within Woolwich Township which will ultimately connect to the Mantua Creek Pump Station operated by the Gloucester County Utilities Authority ("GCUA") through a new force main to be constructed, that will be shared by Woolwich Township, the Gloucester County Improvement Authority ("GCIA") and the Borough of Swedesboro ("Swedesboro") in pursuant to a Memorandum of Understanding ("MOU") entered into between Woolwich Township, the GCUA and the GCIA in October 2019 ("Sewer Project").

The gravity conveyance system ("Gravity Main") will start at the municipal boundary between Logan Township and Woolwich Township on Route 322 and shall run along Route 322 (Swedesboro Road) past Kingsway regional School to the intersection with Pancoast Road. A new regional wastewater pumping station is proposed at the intersection of Route US 322 and Locke Ave. in Woolwich Township ("Township Pump Station"). A sewer force main will connect from the Township Pump Station to a connection in the vicinity Route 322 and Garwin Road at Kingsway Regional High School where it will connect to a shared force main and ultimately run to the existing GCUA Mantua Creek Pump Station.

Although not currently a part of the Project subject to this Agreement, a shared force main is anticipated to be constructed pursuant to the MOU that will be shared between the Township, GCIA and Swedesboro, and will begin at the intersection of Route 322 and Kings Highway running northeast along Kings Highway to Mantua Road in East Greenwich, with final connection to the Edwards Run Interceptor prior to the Mantua Creek Pump Station belonging to the GCUA ("Shared Force Main"), which is intended to allow flows from: (a) Woolwich Township in an amount up to 800,000 GPD; (b) flows from the GCIA, which are intended to vary from 70,000 to 100,000 GPD with a peak volume of 200,000 GPD; and (c) flows from the Borough of Swedesboro, which are anticipated to be 225,000 to 400,000 GPD.

The Gravity Main and Force are intended to convey sewer flow for Woolwich Township in an amount up to 800,000 GPD, which is consistent with the "will serve" letter issued by the GCUA to the Township. In the event that the GCUA issues a "will serve" letter that allows additional flow, the Project shall be redesigned to permit the maximum flow allowed under the "will-serve" letters from the GCUA. The Township Pump Station is intended to convey sewer flows from: (a) Woolwich Township in an amount up to 800,000 GPD; (b) flows from the GCIA, which are intended to vary from 70,000 to 100,000 GPD with a peak volume of 200,000 GPD; and (c) flows from the Borough of Swedesboro, which are anticipated to be 225,000 to 400,000 GPD.

**EXHIBIT D**  
**PROJECT SCHEDULE**

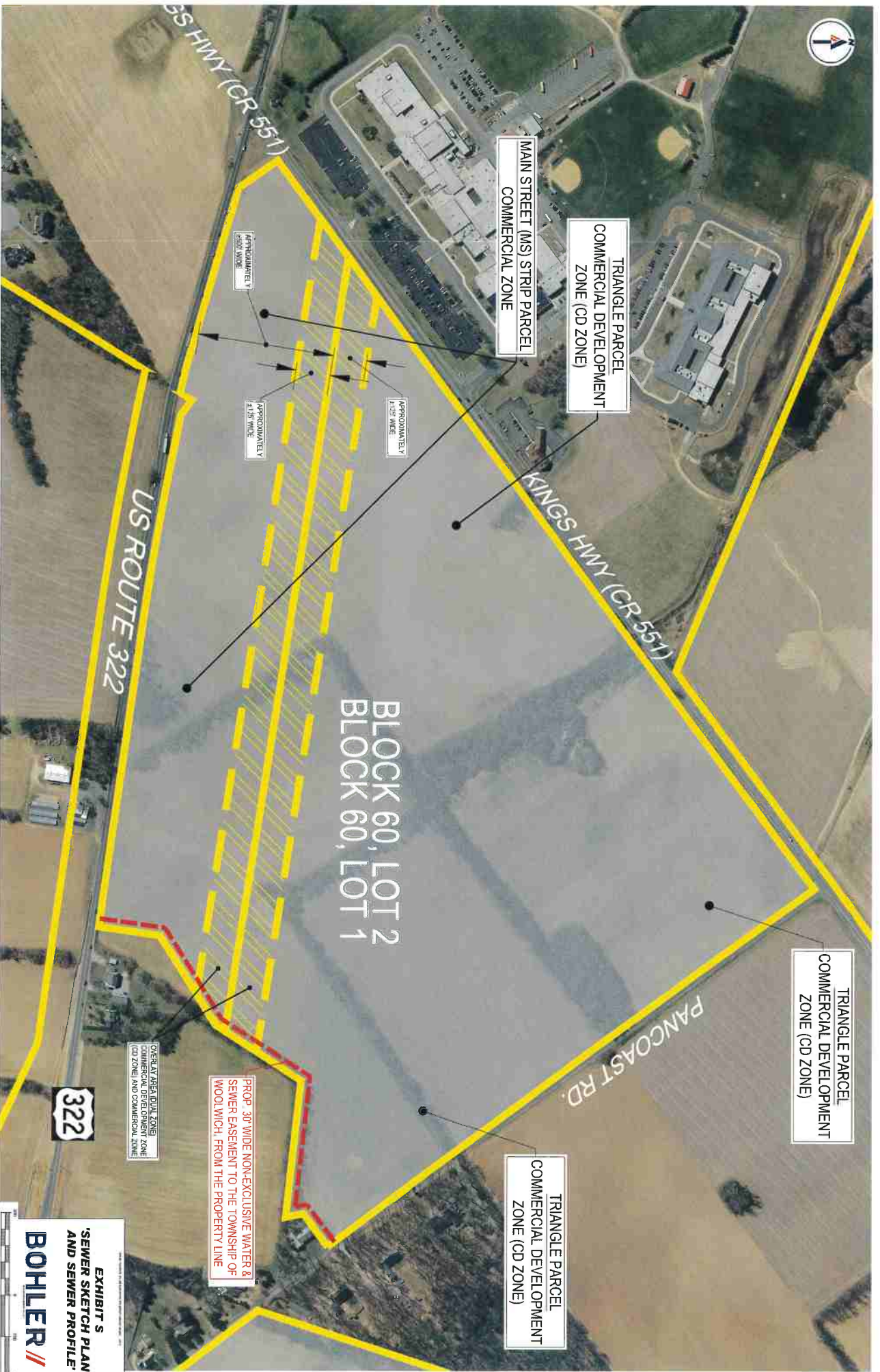
Preliminary DRAFT Construction Schedule

Start	Notice to Proceed (NTP) Woolwich *
NTP + 1 week	Clearing
NTP + 8 weeks	SESC / Site Prep / Jack and Bore Pits
NTP + 16 weeks	Receive Materials / Gravity Pipe starting Locke Ave
NTP + 18 weeks	Gravity Pipe / Fuse Force Main
NTP + 20 weeks	Start Township Pump Station
NTP + 21 weeks	Gravity Pipe to Paulsboro Rd / Force Main to Paulsboro Rd
NTP + 24 weeks	Gravity Pipe to Conrail / Force Main to Conrail
NTP + 28 weeks	Gravity Pipe to Garwin Rd / Force Main to Garwin Rd
NTP + 33 weeks	Gravity Pipe West from Locke Ave
NTP + 35 weeks	Gravity Pipe on Wolfson Easement

\* NOTE: Schedule subject to change based on material approvals, material supply issues, permit approvals, and field conditions.

**Exhibit S**  
**Sewer Sketch Plan and Sewer Profile**





MAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE

TRIANGLE PARCEL  
COMMERCIAL DEVELOPMENT  
ZONE (CD ZONE)

APPROXIMATELY  
450' WIDE

APPROXIMATELY  
4.15' WIDE

APPROXIMATELY  
4.15' WIDE

KINGS HWY (CR-551)

US ROUTE 322

BLOCK 60, LOT 2  
BLOCK 60, LOT 1

PANCOAST RD.

TRIANGLE PARCEL  
COMMERCIAL DEVELOPMENT  
ZONE (CD ZONE)

TRIANGLE PARCEL  
COMMERCIAL DEVELOPMENT  
ZONE (CD ZONE)

OVERLAY AREAS: COMMERCIAL DEVELOPMENT ZONE (CD ZONE) AND COMMERCIAL ZONE

PROP. 30" WIDE NON-EXCLUSIVE WATER & SEWER EASEMENT TO THE TOWNSHIP OF WOOLWICH, FROM THE PROPERTY LINE

322

EXHIBIT 5  
'SEWER SKETCH PLAN  
AND SEWER PROFILE'  
**BOHLER**

GRAPHIC SCALE  
0 100 200 FEET

**Exhibit T**  
**Developer Gravity Line Plan for**  
**FSHD**





**Exhibit U**  
**Township Notice to Proceed**



# WOOLWICH TOWNSHIP

120 Village Green Drive  
Woolwich Township, New Jersey 08085  
Main: 856.467.2666 Fax: 856.467.3545

**OFFICE OF THE MAYOR**  
**Vernon R. Marino**

February 17, 2021

**VIA EMAIL AND USPS**

Precision Land Development, LLC  
202 Reeves Road, PO Box 68  
Bridgeton, NJ 08302

**Re: Authorization to Proceed –Infrastructure Project Under the Redevelopment Agreement Between the Township of Woolwich And Precision Land Development, LLC, dated October 2017**

As you are aware, Precision Land Development LLC (“Precision”) was designated Infrastructure Redeveloper authorized to design and construct a sewer conveyance system and other related infrastructure improvements along the Route 322 Corridor, as more particularly described in the TWA approval issued in October 2018 (“Sewer Project”), pursuant to a Redevelopment Agreement entered into between the Township of Woolwich (“Township”) and Precision in October 2017 (“Redevelopment Agreement”).

As you are further aware, the New Jersey Department of Transportation (“NJDOT”) recently constructed a roadway improvement project at the intersection of Kings Highway and Route 322 (“NJDOT Intersection Project”). Prior to commencement of that project, in late 2018 Woolwich Township initiated a Letter to Proceed to Precision Land Development for the installation of a portion of the Sewer Project (Phase 1) in an effort to avoid conflict and further costs associated with the NJDOT project. As you also know, that project was completed and no further construction was authorized.

Since that time, the Township has changed its plan to send sewer to the Logan Township Municipal Utility Authority (LTMUA) and has worked with the Gloucester County Utilities Authority (GCUA) and the Gloucester County Improvements Authority (GCIA)

for a more viable route to tie into the GCIA sewer system. All plans have been engineered and approved and the Township is now ready to begin Phase 2 of sewer installation for its portion of the Rt. 322 sewer line that will eventually tie-in to that of the GCIA.

It is therefore the intent of the Township to confirm authorization to proceed with Phase 2 of the sewer installation ("Authorization to Proceed") under the terms of the Redevelopment Agreement between the Township of Woolwich and Precision Land Development, LLC, dated October 2017.

Upon execution of this Authorization to Proceed, Precision will begin undertaking Phase 2 as follows:

1. Precision shall cause "shop drawings" for the ~~NJDOT~~<sup>2</sup> Phase be delivered to the Township Engineer, Remington and Vernick, for review and approval, which shall be completed within ten (10) days of receipt of said shop drawings. In the event that Remington and Vernick cannot grant approval, detailed reasons therefore shall be provided to Precision in writing within ten (10) days of receipt of said shop drawings.
2. Within 20 days of receipt of notice of approval of the shop drawings, subject to force majeure and/or tolling events, as defined in the Redevelopment Agreement, Precision shall commence construction of Phase 2.
3. Precision shall provide the Township with monthly progress reports and requests for payment regarding Phase 2 in the form required pursuant to Section 7.2 of the Redevelopment Agreement ("Monthly Progress Report"). Upon receipt of the Monthly Progress Report, the Township shall undertake any necessary inspection of the work performed to confirm the information contained in the Monthly Progress Report.
4. Construction work for Phase 2 shall be coordinated with NJDOT to the extent necessary.

The Township and Precision hereby acknowledge that attempts to obtain NJEIT funding were abandoned, therefore, pursuant to Section 4.1.2(b) of the Redevelopment Agreement, the Township shall make payment for work completed on Phase 2 as follows:

- A. Bonds were issued by the Township pursuant to Ordinance 2017-19, Resolution 2017-304 and Resolution 2017-305. Funding for the NJDOT Phase shall be made available from the proceeds of the bonds thereto authorized.

- B. Invoices for the costs of the work performed on the ~~NIDOT~~<sup>2</sup> Phase shall be issued monthly in conjunction with the Monthly Progress Report, which shall set forth the costs for the work described in the Monthly Progress Report.
- C. Payment shall be made by the Township to Precision within thirty (30) days of the receipt of the Invoice.
- D. The Township of Woolwich acknowledges that Phase 2 costs have been provided by Precision Land Development, LLC in a **Not to Exceed** price of **\$12,100,000.00**.

By signing below, the parties acknowledge and represent that they have the power and authority to execute this document on behalf of the Township and Precision Land Development, LLC and that they have read, understand and agree to all terms and conditions of this Authorization to Proceed.

Kindly review, counter-sign, and return a copy of this letter. Thank you for your cooperation and assistance on this matter.

Very truly yours,

Vernon Marino, Mayor

Agreed to on this 16 day of February 2021

**Precision Land Development, LLC**

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

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

**Woolwich Township**

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

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

\_\_\_\_\_  
Jane DiBella, Township Administrator

**Exhibit V**  
**ShopRite Agreement**

WOOLWICH COMMONS, LLC,  
MAIN STREET AT WOOLWICH, LLC,  
WOOLWICH CROSSINGS, LLC and  
WOOLWICH RESIDENTIAL, LLC,

Plaintiffs,

vs.

TOWNSHIP OF WOOLWICH, a municipal corporation of the State of New Jersey,  
SOMERSET WOOLWICH URBAN RENEWAL, LLC and JOINT LAND USE BOARD OF  
WOOLWICH TOWNSHIP,

Defendants.

LAW DIVISION DOCKET NO. GLO-L-11-19

APPELLATE DIVISION DOCKET NO. A-1108-19; A-1128-19

**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT (“Settlement Agreement”)** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2021 (“**Effective Date**”) between and among Woolwich Commons, LLC, Main Street at Woolwich, LLC, Woolwich Crossings, LLC and Woolwich Residential, LLC (collectively “**WG Developers**”); Somerset Woolwich Urban Renewal, LLC (“**SWUR**”); Summit Ventures, LLC (“**Summit**”); the Township of Woolwich (“**Township**”) and the Township of Woolwich Joint Land Use Board (“**JLUB**”).

**BACKGROUND**

**WHEREAS**, WG Developers owns approximately 543 acres of real property located on the north and south sides of U.S. Route 322, and/or the east and west sides of Kings Highway, in Woolwich Township (collectively “**Wolfson Properties**”).

**WHEREAS**, Summit is the owner of a number of parcels of real property located within the Weatherby Town Center General Development Plan and Redevelopment Area in the Township

of Woolwich (“Township”), and has obtained, and/or is seeking to obtain, land development approval for various uses.

WHEREAS, SWUR is the contract purchaser of real property designated on the Woolwich Township Tax Map as Block 4, Lot 4 (the “SWUR Property”), which SWUR Property is currently owned by Summit.

WHEREAS, SWUR obtained certain land development approvals concerning the SWUR Property in 2018;

WHEREAS, WG Developers filed the action captioned above on January 2, 2019 (the “Law Division Action”) in which WG Developers appealed certain land development approvals granted by the JLUB and a long-term tax exemption (the “PILOT”) approved by the Township;

WHEREAS, Honorable Anne McDonnell, J.S.C., now retired, entered various orders in the Law Division Action including orders granting partial summary judgment to SWUR, the Township and JLUB as to counts one through four of WG Developers’ Second Amended Complaint and partial summary judgment to WG Developers as to count five of WG Developers’ Second Amended Complaint;

WHEREAS, WG Developers filed a notice of appeal in the Superior Court of New Jersey, Appellate Division, docketed as A-1108-19, in which WG Developers appealed the trial court’s orders granting summary judgment as to counts one through four of WG Developers’ Second Amended Complaint;

WHEREAS, SWUR filed a separate notice of appeal in the Superior Court of New Jersey, Appellate Division docketed as A-1128-19, in which SWUR appealed various orders of the trial court, including the trial court’s order granting summary judgment as to count five of WG



Developers' Second Amended Complaint, and this appeal was consolidated with A-1108-19 (collectively, the "Appeals");

WHEREAS, WG Developers and the Township are parties to other litigation, to which SWUR and Summit are not parties, which WG Developers and Township have agreed to settle pursuant to a signed Settlement Agreement dated \_\_\_\_\_, 2021 (the "Township Settlement Agreement");

WHEREAS, Summit previously filed a lawsuit against, *inter alia*, WG Developers in the Superior Court of New Jersey, Law Division, Gloucester County, seeking damages in connection with WG Developers' challenge to the SWUR's proposed development of the SWUR Property, which lawsuit was dismissed by Order dated September 27, 2019.

WHEREAS, WG Developers and SWUR wish to settle the Law Division Action and the Appeals in accordance with the terms and conditions of this Settlement Agreement and Summit is willing to execute and be bound by this Settlement Agreement for the limited purposes stated herein.

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

1. WG Developers and SWUR agree to the submission of a consent order (the "Law Division Consent Order") to Honorable Robert Becker, J.S.C. pursuant to which (i) Judge McDonnell's October 4, 2019 Order granting summary judgment in favor of Plaintiffs on Count Five of the Second Amended Complaint is vacated and SWUR's land development approvals are reinstated; and (ii) the Law Division action is dismissed with prejudice and without costs or fees to any parties. Simultaneously with the execution of this Agreement, WG Developers and SWUR shall execute the Law Division Consent Order in the form and substance attached as Exhibit A to

this Settlement Agreement. Counsel for Somerset or counsel for WG Developers shall file the Law Division Consent Order with the Law Division immediately after the following conditions are satisfied: (i) WG Developers receive a fully-executed copy of this Settlement Agreement, (ii) the Township Settlement Agreement is executed by all parties thereto, and (iii) the Woolwich Township Council approves and authorizes by resolution the execution of, the Township Settlement Agreement and this Settlement Agreement at a duly convened public meeting

2. Simultaneously with the execution of this Agreement, WG Developers and SWUR shall execute a Stipulation of Dismissal with Prejudice, in the form and substance attached as Exhibit B to this Settlement Agreement (the “**Appellate Division Stipulation**”). Counsel for Somerset or counsel for WG Developers shall file the Appellate Division Stipulation with the Appellate Division immediately after the following conditions are satisfied: (i) WG Developers receive a fully-executed copy of this Settlement Agreement, (ii) the Township Settlement Agreement is executed by all parties thereto, and (iii) the Woolwich Township Council approves and authorizes by resolution the execution of the Township Settlement Agreement and this Settlement Agreement at a duly convened public meeting.

3. WG Developers, SWUR, and Summit, their agents, employees, representatives, administrators, predecessors, successors, shareholders, directors, officers, principals (whether or not they divest their interest in the future), partners and members of the limited liability companies that serve as partners/general partners, heirs and assigns, and any entities, corporations and/or partnerships that are owned or controlled by their principals or their immediate family members (whether or not said principals or immediate family members divest their interest in the future), acting on their behalf, (collectively the “**Private Parties and Related Entities**”) hereby remise, release and forever discharge one another from all manner of actions and causes of action, suits

debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims and demands whatsoever in law or in equity, presently known or unknown, matured or unmatured, which the Private Parties and Related Entities ever had against one another, or now have, or which they hereinafter can, shall or may have for or by reason of any cause, matter or thing whatsoever related to the Township Settlement Agreement, and the Law Division Action and the Appeals including, but not limited to, any claims arising out of the filing of actions, the causes of action and defenses asserted therein, and any claims that were, or could have been, asserted therein.

4. SWUR and Summit, and their agents, employees, representatives, administrators, predecessors, successors, shareholders, directors, officers, principals (whether or not they divest their interest in the future), partners and members of the limited liability companies that serve as partners/general partners, heirs and assigns, and any entities, corporations and/or partnerships that are owned or controlled by their principals or their immediate family members (whether or not said principals or immediate family members divest their interest in the future), acting on behalf of SWUR or Summit as the case may be, agree to refrain from appealing, challenging, or taking any action to interfere with, or oppose, the Township Settlement Agreement, including the Township's consideration, approval and authorization thereof, the Court's entry of a court order after a duly-noticed "Fairness Hearing" approving the Settlement Agreement in the case *In re Woolwich Township*, Docket No. GLO-1068-15, and the Township's adoption of any Redevelopment Plan (i.e., modified re-zoning) for the Wolfson Properties.

5. All of the parties to this Agreement acknowledge that (i) WG Developers, SWUR and Summit, through affiliated and/or related entities, intend to develop real property located in Woolwich Township now and in the future, and (ii) SWUR intends to operate, develop, construct and/or lease real property in Woolwich Township including, without limitation, a supermarket.

The Private Parties and Related Entities agree forever to refrain, both directly and indirectly, from engaging in, or causing or directing any third party to, object to, appeal, interfere with in any way, or attempt to negatively influence the outcome of any effort by any of the Private Parties and Related Entities (or their successors-in-title) to develop any real estate in the Township that they currently own, or acquire in the future, (collectively "Proposed Projects"), including but not limited to the following conduct: (i) contacting, or communicating with, any governmental agency for the purpose of making any comments to such governmental agency about any Proposed Projects, the development or modification of any Proposed Projects, potential tenants at any Proposed Projects, and/or leases of any portion of any Proposed Projects; (ii) participating, directly or indirectly, in any appeal, challenge, or other litigation of, or with regard to, any Proposed Projects, any permit or approval issued, or to be issued, in connection with any Proposed Projects, and/or any modification, subdivision, lease, or development of any Proposed Project; (iii) financing or testifying in any litigation, hearing, appeal or challenge with regard to any Proposed Projects, any permit or approval issued, or to be issued, in connection with any portion of any Proposed Projects, and/or any modification, subdivision, lease, or development of any Proposed Projects; and/or (iv) otherwise challenging, or participating and/or filing any objection in any legal, administrative, governmental, or quasi-judicial proceeding to challenge or contest, any effort to develop, market, lease, sell, seek financing, and/or request or obtain tax exemptions, tax abatements, Payment In Lieu of Tax ("PILOT") agreements or financial agreements, and/ or redevelopment area bonds (RABs) in connection with the construction or development of any Proposed Projects or any portion thereof.

16. The Private Parties and Related Entities agree that they shall not recruit, encourage, support (financially or otherwise), collaborate with or in any way participate with any individual

or entity for the purposes of objecting to, appealing, interfering with in any way, or attempting to negatively influence the outcome of any type of application or request for any government action including, without limitation, for any type of land development approval or permit to any government agency, or any type of agreement with any government agency, for any Proposed Projects.

7. THE PRIVATE PARTIES AND RELATED ENTITIES ACKNOWLEDGE THAT THEY MAY HAVE CONSTITUTIONALLY PROTECTED RIGHTS TO (i) VOICE THEIR OPPOSITION TO THE DEVELOPMENT OF ANY PROPOSED PROJECTS, (ii) OPPOSE, CHALLENGE, APPEAL, AND/OR COMMENCE LITIGATION RELATING TO THE DEVELOPMENT OF ANY PROPOSED PROJECTS, AND (iii) PETITION PUBLIC OFFICIALS TO CONSIDER THEIR OBJECTIONS. THE PRIVATE PARTIES AND RELATED ENTITIES HEREBY FREELY, KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND WITH THE ADVICE OF COUNSEL, WAIVE SUCH CONSTITUTIONAL RIGHTS, AND AGREE THAT SUCH WAIVER IS NOT A BASIS TO VOID, OR VIOLATE, ANY PORTION OF THIS AGREEMENT.

8. If any material provision of this Agreement shall be adjudicated by a court (including any appeals) to be invalid, illegal or unenforceable in any respect, the entire Settlement Agreement becomes invalid, illegal or unenforceable and the parties shall be returned to their respective positions prior to the execution of this Settlement Agreement.

9. This Settlement Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. This Settlement Agreement shall be governed by and construed by the laws of the State of New Jersey.

11. This Settlement Agreement may be signed in counterparts. Email and fax copies

of signatures shall be binding.

**SIGNATURES ON FOLLOWING PAGES**



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

MAIN STREET AT WOOLWICH, LLC  
By: WV Main Street Woolwich GP, LLC

By: \_\_\_\_\_  
Steven B. Wolfson, Member

WOOLWICH COMMONS, LLC  
By: WV Woolwich Commons GP, LLC

By: \_\_\_\_\_  
Steven B. Wolfson, Member

WOOLWICH CROSSINGS, LLC  
By: WV Woolwich Crossings GP, LLC

By: \_\_\_\_\_  
Steven B. Wolfson, Member

WOOLWICH RESIDENTIAL, LLC  
By: WWR Residential GP, LLC

By: \_\_\_\_\_  
Steven B. Wolfson, Member

SOMERSET WOOLWICH URBAN RENEWAL,  
LLC

By: \_\_\_\_\_  
David Zallie, authorized representative

SUMMIT VENTURES, LLC

By: \_\_\_\_\_  
Ken Schatz, authorized representative

Attest:

TOWNSHIP OF WOOLWICH

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

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

Name: Jane DiBella

Name: Vernon Marino

Title: Clerk

Title: Mayor

TOWNSHIP OF WOOLWICH JOINT LAND USE  
BOARD

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

Name: Joseph Maueri

Title: Chairperson





THIS MATTER having come before the Court for entry of a consent order upon the request of all parties after reaching agreement as to the disposition of this action, and good cause having been shown;

IT IS ORDERED on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 as follows:

1. On November 15, 2019, Plaintiffs filed an appeal with the Appellate Division, Docket No. A-1108-19, in which it appealed the following Orders entered by this Court:
  - a. June 4, 2019 Order granting partial summary judgment dismissing Counts Three and Four of Plaintiff's Complaint;
  - b. June 4, 2019 Order denying Plaintiffs' cross-motion to enlarge the 45-day appeal period;
  - c. October 4, 2019 Order granting partial summary judgment dismissing Counts One and Two of Plaintiff's Complaint;
2. On November 18, 2019, the Defendant, Somerset Woolwich Urban Renewal, LLC filed an appeal with the Appellate Division, Docket No. A-1128-19, in which it appealed, *inter alia*, this court's Order dated October 4, 2019 granting partial summary judgment to Plaintiffs regarding Count Five of Plaintiffs' Second Amended Complaint, which invalidated and/or vacated the land use approvals granted to Defendant by the Woolwich Township Joint Land Use Board on December 18, 2018, as memorialized in Resolution #2019-13 adopted by the Joint Land Use Board on January 17, 2019.
3. The parties have entered into a Settlement Agreement whereby they have agreed to resolve all issues in this action, including the appeals identified above, pursuant to the terms and conditions set forth within said Settlement Agreement which includes the entry of this Consent Order.
4. Pursuant thereto, it is hereby Ordered as follows:

(a) the Court's order of October 4, 2019 granting partial summary judgment to Plaintiffs on Count Five of Plaintiffs' Second Amended Complaint is hereby vacated. The approvals granted to Defendant, Somerset Woolwich Urban Renewal LLC, on December 18, 2018 by the Woolwich Township Joint Land Use Board, as memorialized in Resolution #2019-13, are hereby reinstated. The period of approval under N.J.S.A. 40:55D-1 et seq. for any approvals that Somerset Woolwich Urban Renewal LLC has obtained is suspended from the date of the filing of this action, January 2, 2019, until the date that this order is signed and filed by the court; and

(b) this action is hereby dismissed with prejudice, and without fees or costs to any party.

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Hon. Robert P. Becker, Jr., J.S.C.

Consenting to the entry of this Order:

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CherylLynn Walters, Esquire  
Nehmad, Perillo Davis & Goldstein, P.C.,  
Attorneys for Woolwich Commons, LLC, Main Street  
at Woolwich, LLC, Woolwich Crossings, LLC  
and Woolwich Residential, LLC

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Damien O. Del Duca, Esquire  
Del Duca Lewis, LLC,  
Co-Counsel for Somerset Woolwich Urban Renewal, LLC

---

Gary T. Hall, Esquire  
McCarter & English, LLP  
Co-Counsel for Somerset Woolwich Urban Renewal, LLC

---

John A. Alice, Esquire  
Attorney for Township of Woolwich

---

Brian Lozuke, Esquire  
Attorney for Joint Land Use Board of Woolwich Township



---

Gary T. Hall, Esquire  
McCarter & English, LLP  
Co-Counsel for Somerset Woolwich Urban Renewal, LLC

---

John A. Alice, Esquire  
Attorney for Township of Woolwich

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Brian Lozuke, Esquire  
Attorney for Joint Land Use Board of Woolwich Township

**APPENDIX B - ZONING MAP FOR MOUNT LAUREL SETTLEMENT AGREEMENT  
PROPERTIES**



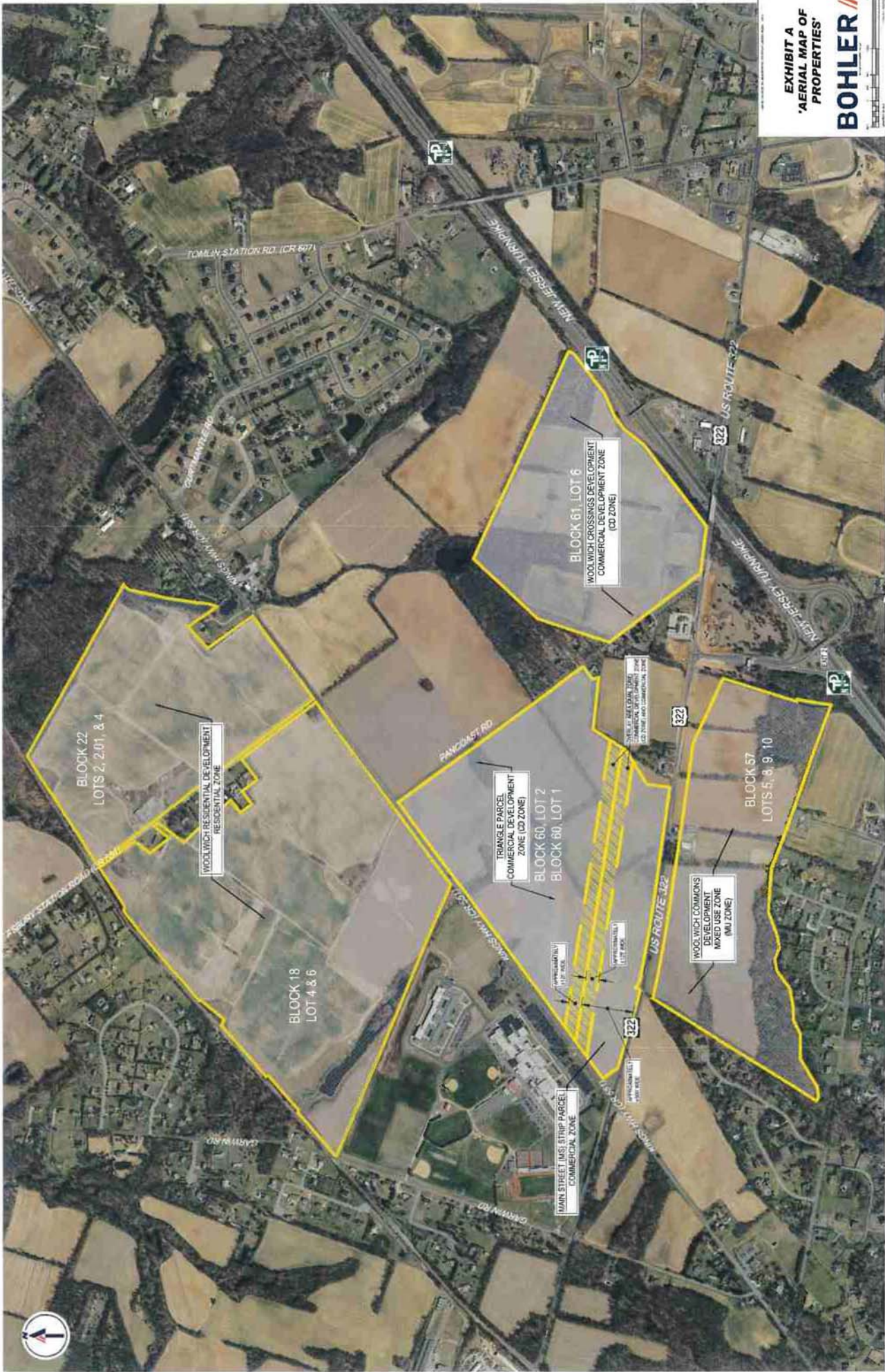


EXHIBIT A  
'AERIAL MAP OF  
'PROPERTIES'

**BOHLER** //



BLOCK 22  
LOTS 2, 2.01, & 4

WOOLWICH RESIDENTIAL DEVELOPMENT  
RESIDENTIAL ZONE

BLOCK 18  
LOT 4 & 6

TRIANGLE PARCEL  
COMMERCIAL DEVELOPMENT  
ZONE (CD ZONE)

BLOCK 60, LOT 2  
BLOCK 60, LOT 1

BLOCK 61, LOT 6  
WOOLWICH CROSSINGS DEVELOPMENT  
COMMERCIAL DEVELOPMENT ZONE  
(CD ZONE)

BLOCK 57  
LOTS 5, 8, 9, 10

WOOLWICH COMMONS  
DEVELOPMENT  
MIXED USE ZONE  
(MU ZONE)

WAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE

WAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE

WAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE

WAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE

WAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE

WAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE

WAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE

**APPENDIX C - OVERALL CONCEPT PLAN FOR MOUNT LAUREL SETTLEMENT  
AGREEMENT PROPERTIES**





**APPENDIX D - WOOLWICH RESIDENTIAL CONCEPT PLAN**





WOOLWICH RESIDENTIAL DEVELOPMENT  
RESIDENTIAL ZONE

BLOCK 22  
LOTS 2, 7, 8 & 9

BLOCK 18  
LOT 4 & 6

PUBLIC  
SPACE LOT  
12 ACRES

FAIR SHARE HOUSING  
DEVELOPMENT (FSHD)  
DEDICATED LAND  
12 ACRES

ASBURY STATION ROAD (CR 604)

KINGS HWY (CR 557)

GARWIN RD.

PANCO

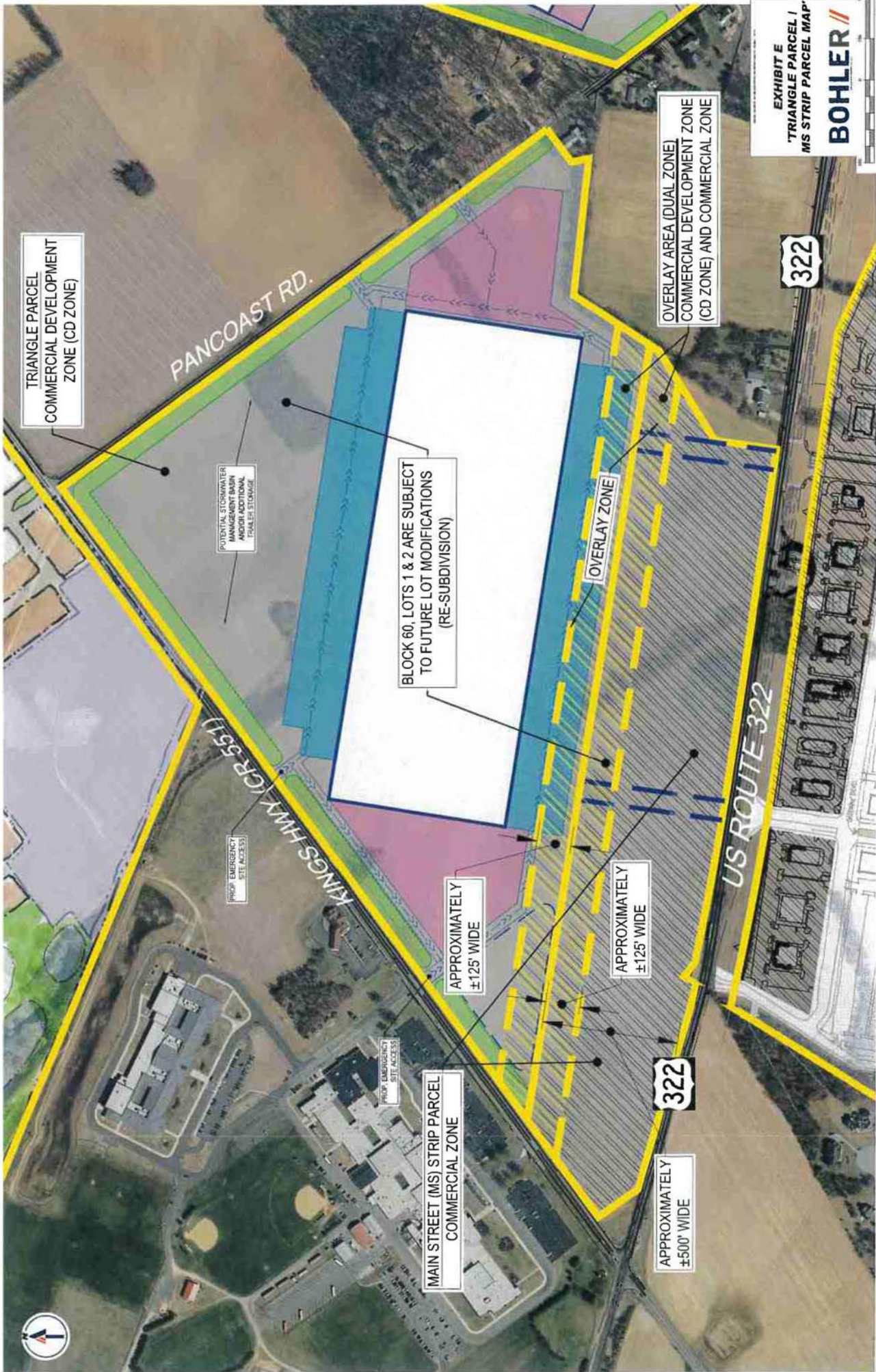


EXHIBIT C  
"WOOLWICH  
RESIDENTIAL  
CONCEPT PLAN"  
**BOHLER** //

GRAPHIC SCALE  
0 20 40 80 160 FEET

**APPENDIX E - TRIANGLE PARCEL / MS STRIP PARCEL MAP**





TRIANGLE PARCEL  
COMMERCIAL DEVELOPMENT  
ZONE (CD ZONE)

PANCOAST RD.

POTENTIAL STORMWATER  
MANAGEMENT BASIN  
WITH FILL STORAGE  
TRUCKER STORAGE

BLOCK 60, LOTS 1 & 2 ARE SUBJECT  
TO FUTURE LOT MODIFICATIONS  
(RE-SUBDIVISION)

OVERLAY ZONE

OVERLAY AREA (DUAL ZONE)  
COMMERCIAL DEVELOPMENT ZONE  
(CD ZONE) AND COMMERCIAL ZONE

KINGS HWY (CR 551)

PROP. EMERGENCY  
SITE ACCESS

APPROXIMATELY  
±125' WIDE

APPROXIMATELY  
±125' WIDE

US ROUTE 322

PROP. EMERGENCY  
SITE ACCESS

MAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE

322

APPROXIMATELY  
±500' WIDE

EXHIBIT E  
"TRIANGLE PARCEL I  
MS STRIP PARCEL MAP"  
**BOHLER**





T RD.

BLOCK 60, LOTS 1 & 2 ARE SUBJECT TO FUTURE LOT MODIFICATIONS, (RE-SUBDIVISION)

OVERLAY ZONE

OVERLAY ZONE

APPROXIMATELY ±125' WIDE

APPROXIMATELY ±500' WIDE

APPROXIMATELY ±125' WIDE

OVERLAY AREA (DUAL ZONE)  
OVERLAY DEVELOPMENT ZONE  
(CO ZONE) AND COMMERCIAL ZONE

EXHIBIT L  
OVERLAY AREA  
'OVERLAY TRIANGLE  
BETWEEN STRIP  
PARCEL & MS STRIP  
PARCEL'  
**BOHLER**

MAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE

US ROUTE 322

322

KINGS HWY (CR 551)



**APPENDIX F - TRIANGLE DEVELOPMENT CONCEPT PLAN**



**ZONE LEGEND**

DUAL ZONE AREA (DUAL ZONE, COMMERCIAL DEVELOPMENT ZONE, COMMERCIAL ZONE)

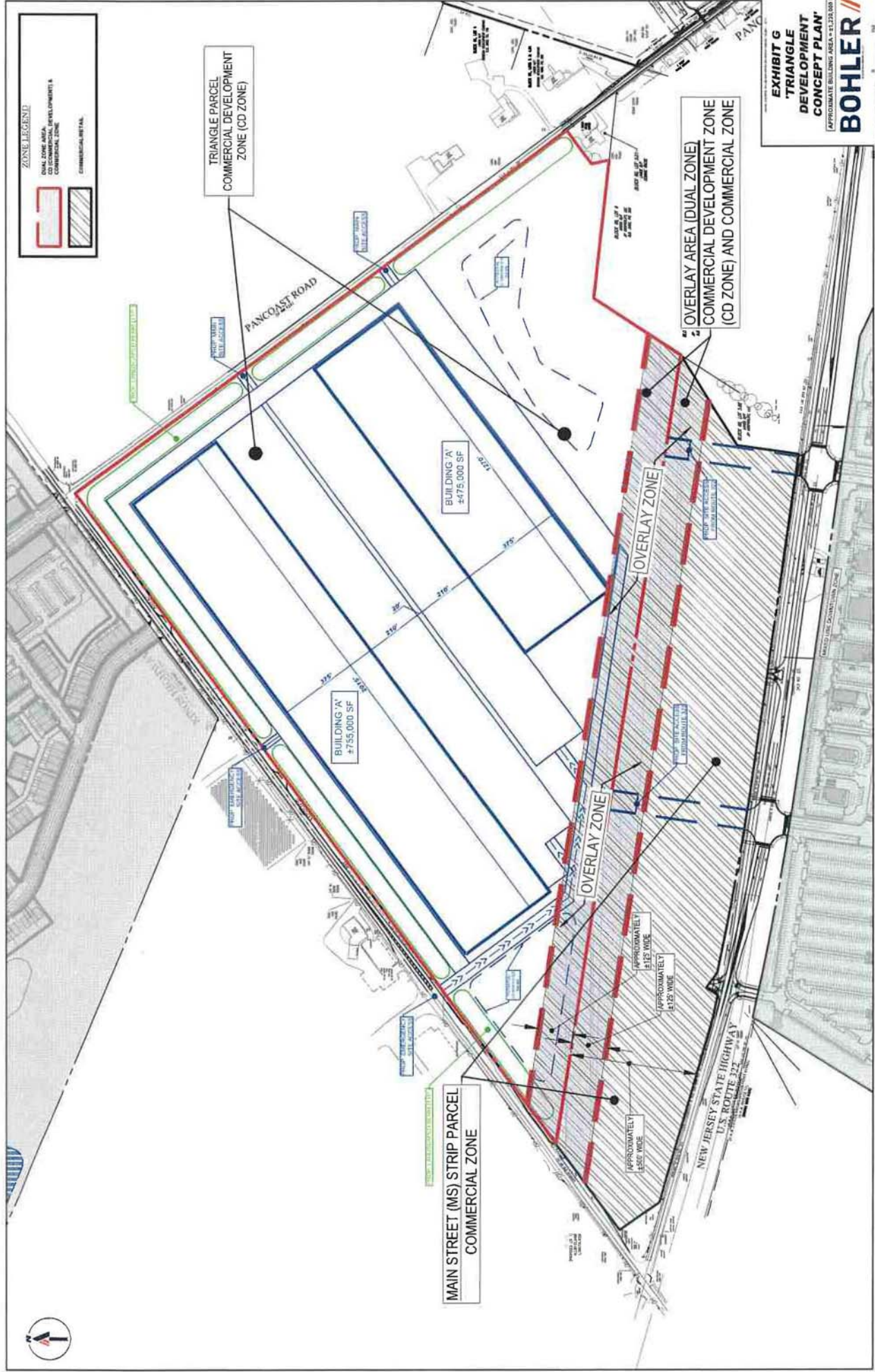
COMMERCIAL DEVELOPMENT ZONE (CD ZONE)

COMMERCIAL ZONE

TRIANGLE PARCEL  
COMMERCIAL DEVELOPMENT  
ZONE (CD ZONE)

OVERLAY AREA (DUAL ZONE)  
COMMERCIAL DEVELOPMENT ZONE  
(CD ZONE) AND COMMERCIAL ZONE

MAIN STREET (MS) STRIP PARCEL  
COMMERCIAL ZONE



**EXHIBIT G**  
**'TRIANGLE**  
**DEVELOPMENT**  
**CONCEPT PLAN'**  
APPROXIMATE BUILDING AREA = 1,230,000 SF

**BOHLER**

GRAPHIC SCALE

1"=100'

30' 60' 90' 120'

1"=100'

30' 60' 90' 120'





**APPENDIX G - ALTERNATIVE TRIANGLE DEVELOPMENT CONCEPT PLAN**

**ZONE LEGEND**

DUAL ZONE AREA  
 DEVELOPMENT A  
 COMMERCIAL ZONE

COMMERCIAL ZONE

TRIANGLE PARCEL  
 COMMERCIAL DEVELOPMENT  
 ZONE (CD ZONE)

OVERLAY AREA (DUAL ZONE)  
 COMMERCIAL DEVELOPMENT ZONE  
 (CD ZONE) AND COMMERCIAL ZONE

MAIN STREET (MS) STRIP PARCEL  
 COMMERCIAL ZONE

OVERLAY ZONE

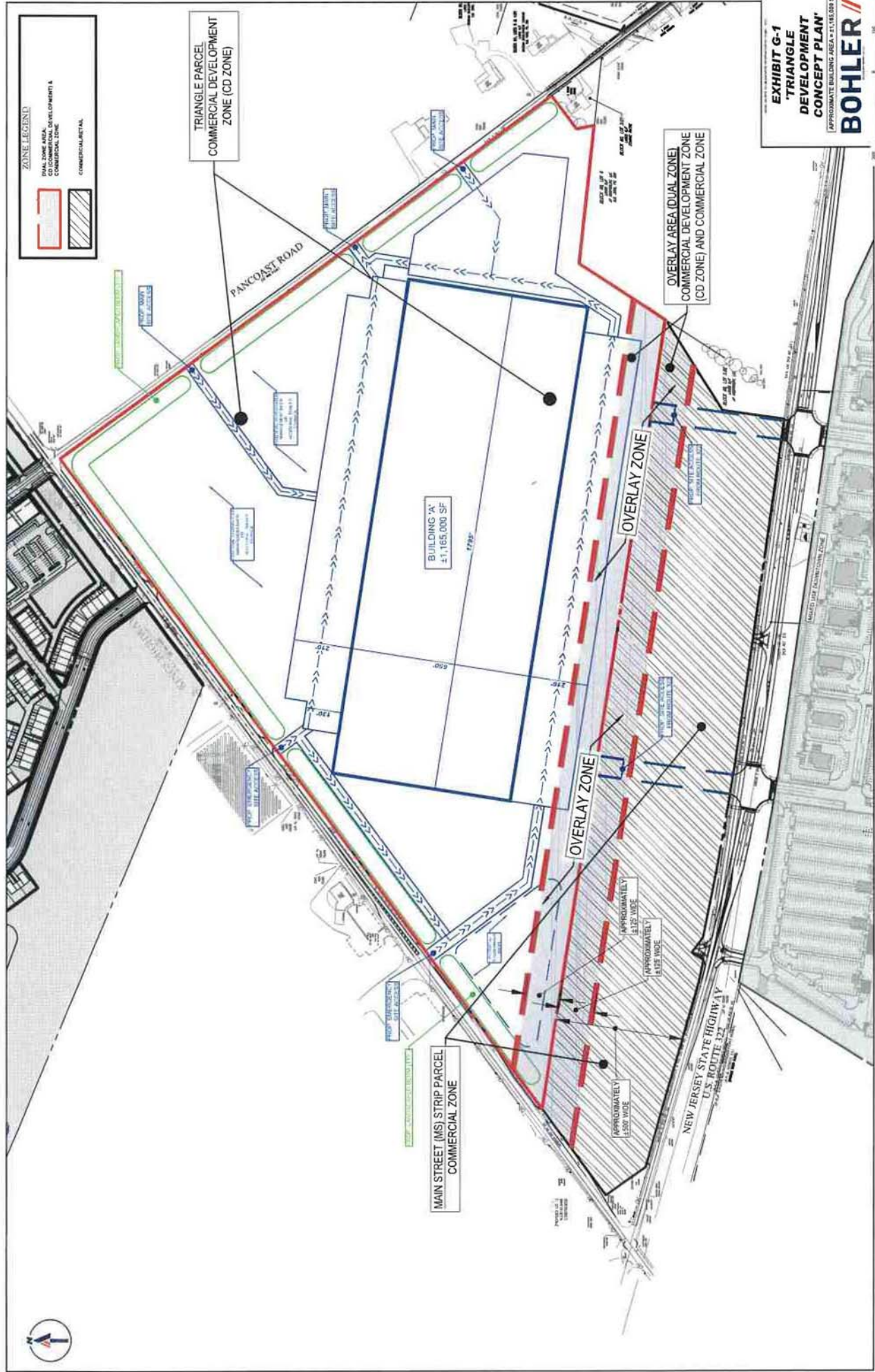
OVERLAY ZONE

BUILDING 'A'  
 ±1,165,000 SF

**EXHIBIT G-1**  
**"TRIANGLE**  
**DEVELOPMENT**  
**CONCEPT PLAN"**  
 APPROXIMATE BUILDING AREA ±1,165,000 SF

**BOHLER**

DRAWING SCALE: 1"=100'-0"



**APPENDIX H - WOOLWICH CROSSINGS CONCEPT PLAN**

WOOLWICH CROSSINGS DEVELOPMENT  
COMMERCIAL DEVELOPMENT ZONE  
(CD ZONE)

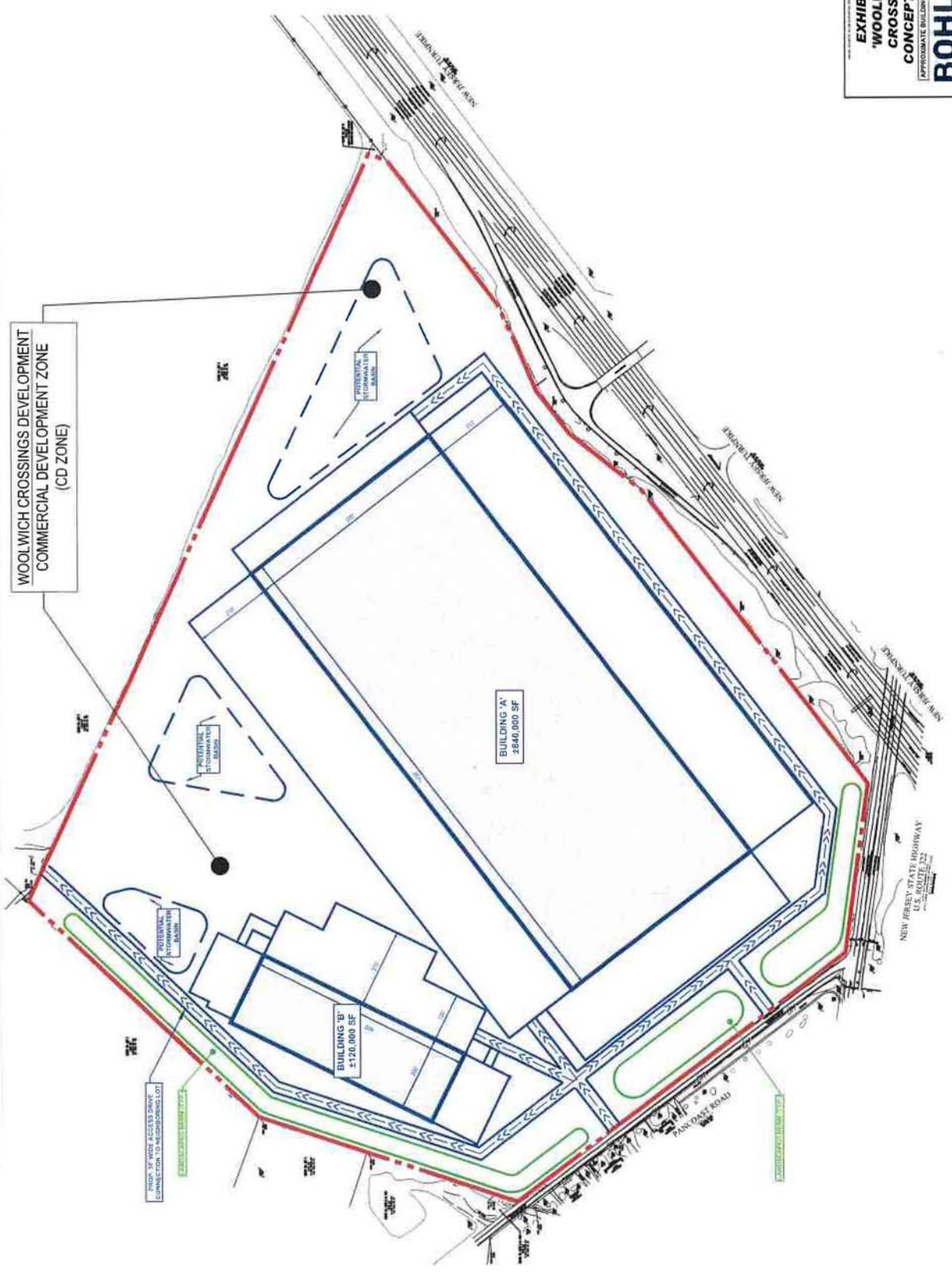


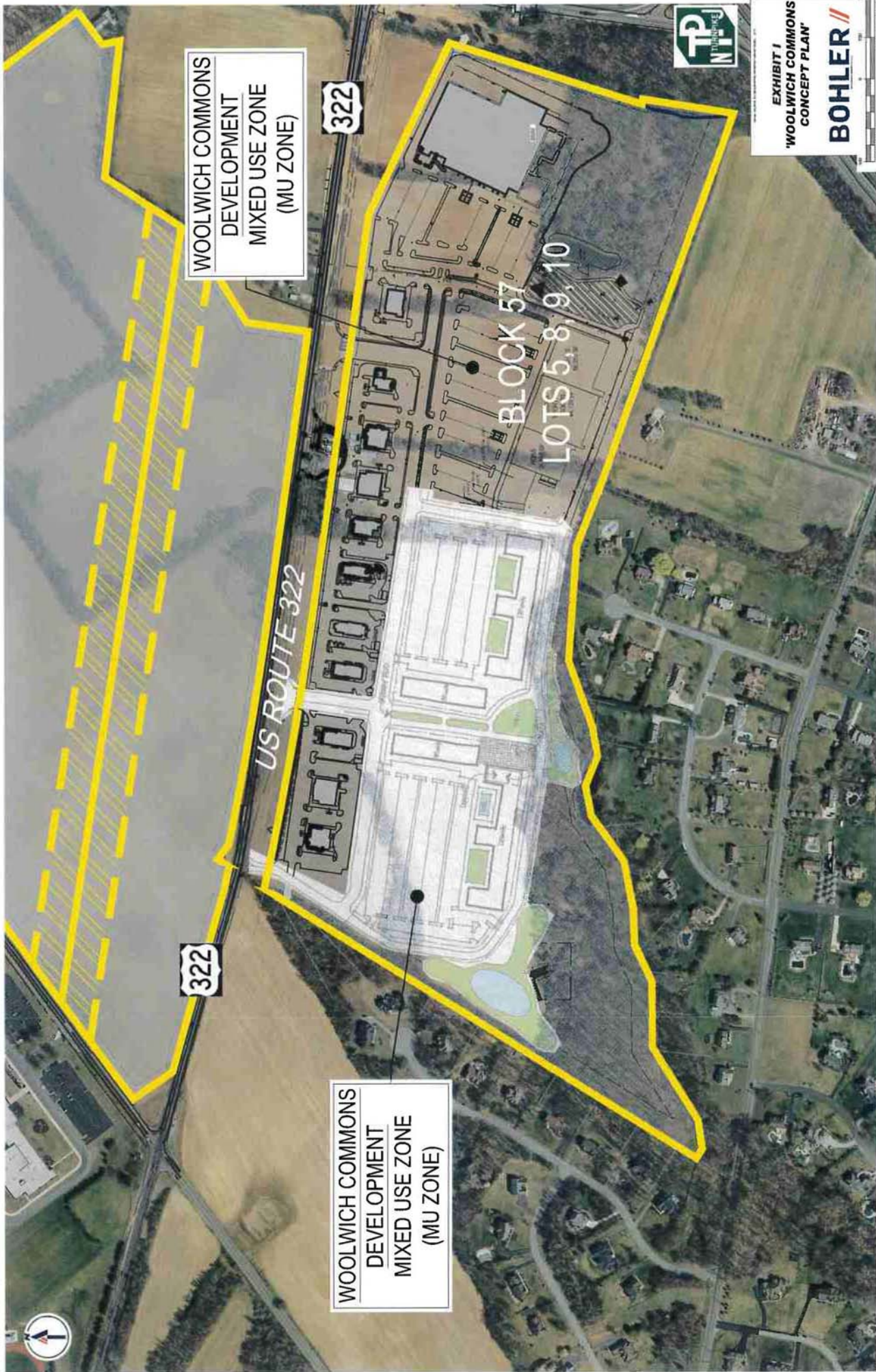
EXHIBIT H  
"WOOLWICH  
CROSSINGS  
CONCEPT PLAN"  
APPROXIMATE BUILDING AREA = 3,960,000 SF

**BOHLER** //

GRAPHIC SCALE  
1" = 200'-0"

**APPENDIX I - WOOLWICH COMMONS CONCEPT PLAN**





WOOLWICH COMMONS  
DEVELOPMENT  
MIXED USE ZONE  
(MU ZONE)

WOOLWICH COMMONS  
DEVELOPMENT  
MIXED USE ZONE  
(MU ZONE)

322

322

US ROUTE 322

BLOCK 57  
LOTS 5, 8, 9, 10



EXHIBIT I  
"WOOLWICH COMMONS  
CONCEPT PLAN"

**BOHLER**



**APPENDIX J - CHAPTER 203-81 OFF STREET PARKING SCHEDULE**

EXHIBIT A

Township of Woolwich, NJ  
Thursday, April 22, 2021

## Chapter 203. Zoning

### Part 1. Zoning Regulations

#### Article IX. Parking and Loading

##### § 203-81. Off-street parking schedule.

- A. All uses permitted in this chapter or hereafter permitted in any of the zones herein established shall provide as a minimum the number of off-street parking spaces specified in the following schedule:
  - (1) Residential:
    - (a) For single-family detached, single-family semidetached and two-family dwellings: two parking spaces per dwelling unit.
    - (b) For single-family attached and multifamily dwellings: 2 1/2 parking spaces per dwelling unit, except dwellings specifically intended for the elderly, in which case one parking space per dwelling unit.
  - (2) Hotels/motels:
    - (a) One parking space per sleeping or dwelling unit.
    - (b) If restaurant or convention services are included in the facility, then parking requirements for these services must be met according to this chapter in addition to those required for hotel/motel units.
  - (3) Professional offices, general offices, banks: one parking space for every 250 square feet of building area or major fraction thereof.
  - (4) Home professional office: minimum of three parking spaces per dwelling and one additional parking space per employee.
  - (5) Retail and personal service stores and other service establishments: one parking space for every 200 square feet of building area or major fraction thereof, plus one space for every two employees.
  - (6) Public garages, gasoline service stations, motor vehicle sales and service:



- (a) One parking space for every 300 square feet of building area or major fraction thereof.
  - (b) Plus one per two employees.
- (7) Restaurants, cafeterias, taverns, bars:
- (a) Indoor service only: one space for every four seats for customers; one per two employees.
  - (b) Drive-in: one space for every 25 square feet of building area, plus one per two employees.
- (8) Auditoriums, churches, theaters, stadiums, assembly halls, community centers, dance halls, roller skating rinks and other places of public assembly: one parking space for every four persons who may be legally admitted under the state fire prevention laws.
- (9) Hospitals, nursing homes, similar institutional uses for the care of the ill or aged:
- (a) One parking space for every four beds.
  - (b) Plus one space for every two employees in the largest working shift.
- (10) Industrial manufacturing: one parking space for every two employees in the largest working shift.
- (11) Schools:
- (a) Elementary and junior high school: one space for each vehicle owned or operated by the school, plus three spaces for each faculty member, plus one space for each five seats in the auditorium or gymnasium.
  - (b) Senior high school: one space for each vehicle owned or operated by the school, plus seven spaces for each faculty member, plus one space for each administrative office.
- (12) Recreational facilities, clubs and service organizations:
- (a) Parks and other outdoor recreation sites: four parking spaces for each gross acre of land up to 50 acres, and one parking space per gross acre of land above 50 acres, except where it can be demonstrated that the site is primarily intended for pedestrian access, in which case these requirements may be reduced accordingly.
  - (b) Recreation centers, clubs and service organizations, skating rinks: one parking space for every 400 square feet of gross floor area.
- (13) Supermarkets: 4.5 parking spaces for every 1,000 square feet of building area.  
[Added 4-6-2020 by Ord. No. 2020-07; amended 5-18-2020 by Ord. No. 2020-10]

**B. Design standards.**

- (1) Off-street parking areas shall be designed to prevent maneuvering or storage of vehicles within any portion of an entrance driveway that is within the right-of-way line of any public street. Off-street parking areas shall be so designed to permit all vehicles to turn

around on the site, thus preventing the necessity of any vehicle backing onto a public street in the following cases:

- (a) Where five or more off-street parking spaces are provided on a lot fronting on a public street.
  - (b) Where off-street parking is provided on any lot fronting on an arterial or major collector street.
- (2) No required off-street parking space, including adjacent parking access lanes or maneuvering space, shall be located within the existing or proposed right-of-way of any public street, including the sidewalk area.
- (3) Parking location. Location of parking areas shall meet the following requirements:
- (a) Off-street parking spaces shall be provided as specified in this chapter and shall be provided with necessary driveways. All such spaces shall be deemed to be required space on the lot on which the same is situated unless otherwise stated and shall not thereafter be encroached upon or reduced in any manner.
  - (b) No parking shall be permitted in any designated fire lanes, streets, driveways, aisles, sidewalks or turning areas.
  - (c) Parking spaces for apartments/townhouses shall be within 100 feet of the building being served.
  - (d) No parking shall be permitted in any required buffer or screen areas.
  - (e) No parking shall be permitted, and appropriate screening or landscaping shall be required within the front yard according to the following schedule:

District	Screen Width (feet)
LIO	20

- (f) Parking areas in all nonresidential districts shall be set back a minimum of 10 feet unless cross easements are provided, and 25 feet where adjacent to a residential district.
  - (g) Parking pads in front of detached and attached dwellings shall be a minimum distance of five feet from any building line. Ingress and egress to parking areas shall be a minimum of 10 feet in width.
- (4) Lighting.  
[Amended 6-6-2005 by Ord. No. 2005-16]
- (a) Illumination for all parking facilities, other than those required for agricultural use and dwelling unit use, shall be provided during nighttime operating hours. Direct illumination shall be shielded from streets and adjoining properties, and adequate provision shall be made to shield residential uses from the glare of motor vehicles.

- (b) The minimum level of lighting in any portion of the parking lot shall be not less than 0.25 footcandles. The average horizontal illumination level of lighting within the parking lot shall not be less than 0.5 footcandles nor greater than two footcandles. The

maximum level of lighting in any portion of the parking lot shall not be greater than three footcandles, except directly under the light fixtures where a maximum of 10 footcandles is permitted.

- (c) The minimum level of lighting along any portion of walkway not part of a parking lot shall not be less than 0.5 footcandles. The maximum level of lighting along any portion of the walkway not part of a parking lot shall be not greater than three footcandles.
- (d) Searchlights, strobe lights and laser lights used for advertising or entertainment are not permitted.
- (e) Light shields are to be used on all lights to control glare. At no time shall the light source be visible from adjacent properties. A maximum of 0.25 footcandles is permitted at any property line and/or right-of-way line.
- (f) The lighting plan should take into consideration the hours of operation of the proposed use. The lights should be designed so that they can be reduced or turned off when they are not necessary. A timer maybe necessary to regulate the hours.
- (g) All lighting shall be shielded to prevent glare for drivers or pedestrians from light trespass beyond the property line.
- (h) Emergency lighting by police, fire and rescue and other authorities is exempt from this code.
- (i) In addition, all lighting shall comply with the requirements of Article V, § 149-37, of Chapter 149, Site Plan Review.

(5) Combined parking requirements. Collective provision of off-street parking facilities by two or more buildings or uses located on adjacent lots is permitted to allow for the sharing of parking for commercial and multiple-use centers according to the following schedule:

- (a) For buildings or groups of uses of less than 10,000 square feet, the total parking shall not be less than the sum of the requirements for the various individual uses computed separately.
- (b) Where the total area of a nonresidential use is greater than 10,000 square feet, but less than 30,000 square feet, the total number of parking spaces provided shall equal one car for every 200 square feet of gross floor area. Additional parking shall be provided for residential uses built in conjunction with a multiple-use center of this size and shall equal at least 1.5 spaces for each dwelling unit.
- (c) Where the total nonresidential use is greater than 30,000 square feet, the number of off-street parking spaces provided shall equal five for every 1,000 square feet of gross floor area. In commercial or multiple-use centers of this size, which, in addition to retail shops and services, contain residential and/or office spaces, additional parking shall be provided according to the following:

[1] Residential: one parking space for each dwelling unit.

[2] Office: one parking space for each 300 square feet of floor area which exceeds 20% of the total nonresidential use floor area.

(6) Surfacing and curbing. All parking and loading facilities shall be surfaced with an asphaltic, bituminous cement or other bound pavement so as to provide a durable and dust-free surface and shall be so graded and drained as to dispose of all surface water

accumulation within the area. Surface water drainage from any parking, loading or other paved area shall comply with the requirements of Chapter 149, Site Plan Review, and Chapter 163, Subdivision of Land. Parking areas required for single-family detached or attached dwellings are excepted from the provisions of this chapter.

- (7) Landscaping of loading areas. All loading areas shall be landscaped and screened sufficiently to obscure the view of the loading platform or other loading facility from any public street, residential use or zone and the front yards of adjacent commercial or industrial use. Such screening may consist of fencing or walls in conformance with the requirements of this chapter in combination with landscaping.
- (8) Shopping carts. Any establishment which furnishes carts or mobile baskets as an adjunct to shopping shall provide definite areas within the required parking space areas for storage of said carts. Each designated storage area shall be curbed to delineate and separate the parking area from the collected shopping carts and shall be so designated as to not impede the vehicular or pedestrian circulation pattern. Collection points shall have a minimum capacity of 20 shopping carts and shall be so designated by no more than one sign per area with two faces, pole-mounted.
- (9) The following interior circulation, access and traffic control design standards shall be applicable:
  - (a) All driveways, except residential driveways on major and minor collector and local streets, to any public street or highway shall be located at least 200 feet from the center line of the intersection of any two street lines and shall be designed in manner conducive to safe ingress and egress as determined by the Planning Board or, where applicable, the Township Committee. Where practicable, exits shall be located on minor, rather than major, streets or highways. Residential driveways shall be not closer than 50 feet to the center line of the intersection of any two street lines.
  - (b) No design shall be approved which is likely to create traffic hazards endangering the public safety. Safety requirements which may be imposed in such a review shall include traffic control devices, acceleration or deceleration lanes, turning lanes, traffic and lane markings and signs.
  - (c) Interior driveways shall be at least 24 feet wide where used with ninety-degree angle parking and at least 18 feet wide where used with forty-five-degree parking. Where there is no parking, interior driveways shall be at least 15 feet wide for one-way traffic movement and at least 22 feet wide for two-way traffic movement.
- (10) In the Light Industrial/Office District the following standards shall apply:
  - (a) Off-street parking shall be provided to the rear of the front building setback line. Parking and paving within the front setback shall be limited to:
    - [1] Visitor designated parking.
    - [2] A dropoff area.
  - (b) Structured parking may be used to supply all or any portion of the required off-street parking. The structured parking may be attached, freestanding, underlying the building, or any combination thereof.

- (c) Parking areas shall be arranged so as to encourage through traffic to separate parking areas serving other buildings or developments.
- (11) Driveway openings shall be a minimum of 24 feet but no more than 34 feet.
- (12) Landscaping of parking areas. Each on-site parking facility shall be designed to minimize the removal of any tree in excess of five inches in caliper. Each facility shall have a minimum of 200 square feet of contiguous landscaped area for each 30 spaces or portion thereof consisting of shrubs with a mature height of not more than three feet and deciduous trees with branches not less than seven feet in height, but in no event shall there be less than the area contained in the required traffic islands. Such space shall be distributed throughout the parking bays in order to visually break the view of long rows of parked cars in a manner not impairing sight triangles. Parking areas in excess of 200 parking spaces shall have landscaped berms, a minimum of two feet in height, above the parking area grade between any public street and any accessway, driveway, drive aisle, loading area or parking bay.
- (13) Traffic islands. Traffic islands shall be provided to separate each parking bay of double-stacked parking rows from any internal collector drive. The minimum width of the traffic islands shall be eight feet. For parking areas in excess of 250 cars, one traffic island, a minimum width of 10 feet, separating the two rows of parking in one parking bay, shall be provided for each four rows in an alternating pattern. Each traffic island shall be landscaped in accordance with Subsection **B(9)** of this section.
- (14) Landscaping shall be provided as approved by the Planning Board or Zoning Board within the site and around its perimeter to provide shade, to designate entrances, to screen parking areas from the road, to buffer services and utility areas and to provide aesthetic interest throughout the year. Along Route 322, a berm with plantings may be required as determined by the Township Planner to screen parking areas from the road.
- (15) Parking space dimensions. The following dimensions for parking spaces shall apply:
- (a) Residential uses: nine feet wide by 18 feet deep.
  - (b) Commercial uses: 10 feet by 20 feet deep.
  - (c) Office, industrial and government uses: a minimum of 50% of all parking spaces shall be 10 feet wide by 20 feet deep, and the remainder may be nine feet wide by 18 feet deep.