Township of Gloucester
Planning Board Agenda
June 13, 2017

Salute to the Flag
Opening Statement
Roll Call
General Rules

Meeting will start at 7:00 P. M.
No new applications will be heard after 10:00 P. M.
All persons testifying before the Board must be sworn in.
The Board Chairperson reserves the right to hear applications in any order

MINUTES FOR MEMORIALIZATION

Minutes for Memorialization – April 25, 2017

RESOLUTIONS FOR MEMORIALIZATION

#171013CM
Paramount @ ChewsLanding, LLC (Trash Enclosure)
E-Mail Monday

Minor Site/Bulk C Variance
Block: 20601 Lots: 2 & 3
Location: 1236 ChewsLanding Rd.
Laurel Springs, NJ 08021

APPLICATIONS FOR REVIEW

#171031E
Crossroads Village, LLC
c/o Land Dimensions

Extension Request
Block: 10899, Lots: 1-3 and
Block: 10801, Lot: 1
Location: 100 Erial Road
Blackwood,NJ 08012
Request for Extension of Approvals Under Permit Extension Act for Crossroads Village, LLC
Application # 051024RACPPSP (Southwinds)

General Correspondence

Revised Classification Exception Area/Well Restriction Area
Sunoco Service Station
1205 Laurel Road & Blackwood Clementon Road
Lindenwold Borough, Camden County

Walter E. Dority, Jr. Resignation

Valleybrook Overlook, LLC – NJ Dept. of Environmental Protection

Paramount @ Chews Landing, LLC – Review #2

Meeting Adjourned

TOWNSHIP OF GLOUCESTER
PLANNING BOARD

Tuesday April 25, 2017

Chairman Owens calls the meeting to order.
Salute to the Flag.
Opening Statement made by Mr. Lechner.
Chairman Owens announces general rules of the meeting.
Chairman Owens requests a Roll Call.

Roll Call:

Mr. Dintino	Present
Mr. Dority	Absent
Mr. Guevara	Absent
Mr. Kricun	Absent
Mr. Reagan	Present
Mrs. Washington	Absent
Councilman Hutchison	Present
Mrs. Costa	Absent
Mrs. Bradley	Present
Chairman Owens	Present
Mr. Wells	Present
Mr. Bach/Roorda, Jr.	Present
Mr. Lechner	Present

Chairman Owens requests Mrs. Bradley sit for Mr. Guevara who agreed.
Chairman Owens requests Mr. Reagan sit for Mrs. Costa who agreed.
Chairman Owens ask to swear in Board Professionals.

Minutes for Memorialization

Minutes from March 28, 2017.
Chairman Owens requested a motion to approve the minutes
Councilman Hutchison made a motion seconded by Mr. Dintino.

Roll Call:

Mr. Dintino	Yes
Mr. Reagan	Yes
Councilman Hutchinson	Yes
Chairman Owens	Yes

Resolutions for Memorialization

#162063CM
Larry & Marc, LLC

Site Plan Waiver/Bulk C Varience
Block: 12616 Lot: 2
Location: 1 Dearborne Avenue
Blackwood, NJ
Zoned: NC
24' x 40' Commercial Garage,
10' x 20' Commercial Shed & 8' x 13'
Commercial Storage Shed

Chairman Owens requested a motion to approve the Resolutions
Councilman Hutchinson made a motion seconded by Mr. Reagan.

Roll Call:

Mr. Dintino	Yes
Mr. Reagan	Yes
Mrs. Washington	Yes
Councilman Hutchinson	Yes
Chairman Owens	Yes

Applications for Review

#171013CM
Paramount @ Chews-Landing, LLC
(Trash Enclosure)

Minor Site/Bulk C Varience
Block: 20601 Lot: 2 & 3
Location: 1236 Chews-Landing Rd.
Laurel Springs, NJ 08021
Addition of a 645 sq.ft.
Trash enclosure & improvements to
an existing Enclosure

NOTES:
Mr. Richard Goldstein Esq. approached the podium representing the applicant Paramount @ Chews-Landing, LLC. located at 1236 Chews-Landing Rd. Laurel Springs, NJ 08021 operating as The Market Place at Chews Landing on 16.3 Acres of Land in a HC Zoned Highway Commercial District.
Mr. Goldstein states he is here to seek Board Approval for a Minor Site Plan to address the dumpster enclosures at the site. The plan is to provide tenants additional receptacles to meet their needs. This is to be accomplished by demolishing the existing dumpster area and build a 340ftsq. enclosure on a 546ftsq. pad and make improvements on an existing enclosure in another part of the shopping center.
Mr. Goldstein asked Marie Baaden, PE to testify. She was recognized as testifying previously before the board thus recognized as a professional.
Mrs. Baaden stated she is the Project Engineer and would provide the Board with visual Exhibit's A & B of the current site.
Exhibit A is the proposed dumpster area with four dumpsters, 4 access gates, landscaping and grading but also indicated 4 parking spots would be eliminated to accommodate the new structure.
Exhibit B described as the existing dumpster would be enclosed with two gates. The enclosure would be expanded to support two dumpsters. Landscaping would be included in the upgrade.

A dumpster report was compiled by CES concluded the dumpsters were able to accommodate all the tenants and any additional future tenants.
Gate signs were posted to remind tenants to keep the dumpster gates closed.

Chairman Owens asked if there were any questions from the public?
None
Chairman Owens asked any questions from the Board?
??
Chairman Owens asked for a motion to approve the Application.
Councilman Hutchinson made a motion seconded by Mr. Reagan.

Roll Call:

Mr. Dintino	Yes
Mr. Reagan	Yes
Councilman Hutchison	Yes
Mrs. Bradley	Yes
Chairman Owens	Yes

General Correspondence

Chairman Owens asked attending members if they had any Board Business.
None expressed

Chairman Owens requested a motion to adjourn.
Motion to adjourn was made by Mr. Councilman Hutchinson seconded by Mr. Reagan.

Meeting Adjourned.

Recording Secretary,

Christopher Nowak

LAND DEVELOPMENT APPLICATION CHECKLIST

Applicant must complete the following requirements to submit an application to the Planning Board or Zoning Board of Adjustment. No application shall be accepted without the items in the below checklist.

- ____ Taxes Paid Certification.
- ✓ Land Development Application Form – completed, signed, and notarized.
- ✓ Filing Fees.
  - **FILING FEE = Filing + Publication + Property Owners + Variance** (if applicable)
- ✓ Escrow Fees.
  - **ESCROW FEE = Engineer + Planner + Legal**
- ✓ Signed Escrow Agreement.
- ✓ Signed W-9 Form.
- ✓ Disclosure Statement (Corporations, LLC, and Partnerships).
  - Corporations, LLC, and Partnerships must be represented by an attorney.
- ____ Twelve (12) copies of the development plan (signed and sealed).
- ____ Seven (7) copies of the Ordinance Checklist (§817).
- ____ Other reports (4 copies) – if applicable.
  - Drainage Calculations
  - Environmental Impact Statement
  - Traffic Impact Statement

CAMDEN COUNTY PLANNING BOARD

Land development applications for site plans and subdivisions require review and/or approval of the Camden County Planning Board.

NOTE: All municipal site plan and subdivision approvals are conditioned upon Camden County Planning Board Approval.

Camden County Planning Board
Charles J. DePalma Public Works Complex
2311 Egg Harbor Road
Lindenwold, NJ 08021
Phone 856.566.2978 Fax 856.566.2988
planningdivision@camdencounty.com

TOWNSHIP OF GLOUCESTER

Chews-Landing Clementon Road at Hider Lane
P.O. Box 8 Blackwood, NJ 08012
(856) 374-3511 Planning (856) 374-3512 Zoning (856) 232-6229

RECEIVED MAY 30 2017 BY

For Office Use Only EXTENSION

Submission Date[1]: _____ Application №.: #171031 E

Taxes Paid Yes/No _____ (Initial)

☐ Planning Board ☐ Zoning Board of Adjustment

Fees 50. Project # 11454

[1] Upon receipt of all fees, documents, plans, etc.

Escr. 250.00 Escr.# 11454

LAND DEVELOPMENT APPLICATION

1. Applicant

Name: Crossroads Village LLC
Address: c/o Land Dimensions - Larry DiVietro
3 East High Street
City: Glassboro
State, Zip: New Jersey 08028
Phone: (856) 307 - 7800 Fax: (856) 307 - 7805
Email: _____

2. Owner(s) (List all Owners)

Name(s): Blackwood Plaza by Crossroads Village LLC
(equitable owner by Contract)
Address: 207 Yorktown Place
City: Berwyn
State, Zip: PA 19312
Phone: (856) ___ - ___ Fax: (856) ___ - ___

3. Type of Application. Check as many as apply:

- ☐ Informal Review [2]
- ☐ Minor Subdivision
- ☐ Preliminary Major Subdivision [2]
- ☐ Final Major Subdivision
- ☐ Minor Site Plan
- ☐ Preliminary Major Site Plan [2]
- ☐ Final Major Site Plan
- ☐ Conditional Use Approval [2]
- ☐ General Development Plan [2]
- ☐ Planned Development [2]
- ☐ Interpretation [2]
- ☐ Appeal of Administrative Officer's Decision
- ☐ Bulk "C" Variance [2]
- ☐ Use "D" Variance [2]
- ☐ Site Plan Waiver
- ☐ Rezoning Request
- ☐ Redevelopment Agreement
- ☒ Approval extension

[2] Legal advertisement and notice is required to all property owners within 200 feet.

4. Zoning Districts (Circle all Zones that apply)

ER	R4	GCR	CR	BP	G-RD	LP-1
R1	RA	BWD	NC	IN	M-RD	NVBP
R2	APT	OR	HC	PR	BW-RD	SCR-HC Overlay
R3	SCR	OF	GI	FP	L-RD	NVSCR Overlay
Mingus Run Redevelopment Zone						IR

5. The following applicants are required to be represented by a New Jersey Attorney: Corporation, Partnership, Limited Liability Corporation and Limited Liability Partnership

Name of Attorney: Robert D. Mintz, Esq.
Address: 34 Tanner Street
City: Haddonfield

Firm: Freeman & Mintz, P.A.
State, Zip: New Jersey 08033
Phone: (856) 795 - 1234 Fax: (856) 795 - 4620
Email: bob@freemanandmintzpa.com

6. Name of Persons Preparing Plans and Reports:

Name: N/A	Name:
Address:	Address:
Profession:	Profession:
City:	City:
State, Zip:	State, Zip:
Phone:(__)___-____ Fax:(__)___-____	Phone:(__)___-____ Fax:(__)___-____
Email:	Email:

7. Location of Property:

Street Address: 100 (+) Erial Road Block(s): 10899, Lots 1-3; and

Tract Area: 55 +/- acres Lot(s): Bl 10801, L 1 (+ as otherwise related)

8. Land Use:

Existing Land Use: Vacant

Proposed Land Use (Describe Application): Approved mixed residential components - Resolution of extension #051024RACPPSP

9. Property:

Number of Existing Lots: 4

Number of Proposed Lots:

Proposed Form of Ownership:

■ Fee Simple ☐ Cooperative

☐ Condominium ■ Rental

Are there *existing* deed restrictions? ■ No ☐ Yes **(If yes, attach copies)**

Are there *proposed* deed restrictions? ☐ No ☐ Yes To be determined

10. Utilities: (Check those that apply.)

■ Public Water ■ Public Sewer ☐ Private Well ☐ Private Septic System

11. List of Application Submission Materials:

List all additional materials on an additional sheet. Aerial of site; concept layout - this is extension request only.

12. List Previous or Pending Applications for this Parcel: #051024RACPPSP preliminary subdivision and site plan, February, 2011

List all applications on a separate sheet.

13. Zoning

All Applications	Proposed
Front setback 1	
Front setback 2	
Rear setback	
Side setback 1	
Side setback 2	
Lot frontage	
Lot depth	
Lot area	
Building height	

Fence Application	Proposed
Setback from E.O.P.*1	
Setback from E.O.P.*2	
Fence type	
Fence height	

*E.O.P. = Edge Of Pavement.

Pool Requirements	
Setback from R.O.W.1	
Setback from R.O.W.2	
Setback from property line 1	
Setback from property line 2	
Distance from dwelling	

Distance = measured from edge of water.
R.O.W. = Right-of-way.
Setback = Measured from edge of pool apron.

Garage Application	
Garage Area	
Garage height	
Number of garages	
(Include attached garage if applicable)	
Number of stories	

Shed Requirements	
Shed area	
Shed height	
Setback from R.O.W.1	
Setback from R.O.W.2	
Setback from property line 1	
Setback from property line 2	

14. Parking and Loading Requirements: WAIVER PENDING FINAL SITE PLAN

Number of parking spaces required: _____ Number of parking spaces provided: _____

Number of loading spaces required: _____ Number of loading spaces provided: _____

15. Relief Requested:

☐ Check here if zoning variances are required.

☐ Check here if exceptions to the application or municipal requirements are requested (N.J.S.A. 40:55D-51).

☐ Check here if exceptions to the Residential Site Improvement Standards (RSIS, N.J.A.C. 5:21-3.1) are requested.

☐ Check here if waivers from the Residential Site Improvement Standards (RSIS, N.J.A.C. 5:21-3.2) are requested. [Such waivers require application to, and approval of the N.J. Site Improvement Advisory Board].

NOTE: If any of above are required, attach hereto separate exhibit(s) for each category of relief sought, stating the factual basis, legal theory, and whether they have been previously granted.

16. Signature of Applicant

CROSSROADS VILLAGE LLC

Lawrence M. DiVietro, Jr.
Signature of Applicant

5-25-17
Date

Signature of Co-applicant

Date

13. Zoning

All Applications	Proposed
Front setback 1	
Front setback 2	
Rear setback	
Side setback 1	
Side setback 2	
Lot frontage	
Lot depth	
Lot area	
Building height	

Fence Application	Proposed
Setback from E.O.P.*1	
Setback from E.O.P.*2	
Fence type	
Fence height	

*E.O.P. = Edge Of Pavement.

Pool Requirements	
Setback from R.O.W.1	
Setback from R.O.W.2	
Setback from property line 1	
Setback from property line 2	
Distance from dwelling	

Distance = measured from edge of water.
R.O.W. = Right-of-way.
Setback = Measured from edge of pool apron.

Garage Application	
Garage Area	
Garage height	
Number of garages (Include attached garage if applicable)	
Number of stories	

Shed Requirements	
Shed area	
Shed height	
Setback from R.O.W.1	
Setback from R.O.W.2	
Setback from property line 1	
Setback from property line 2	

14. Parking and Loading Requirements: WAIVER PENDING FINAL SITE PLAN

Number of parking spaces required: _____ Number of parking spaces provided: _____

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16. Signature of Applicant

CROSSROADS VILLAGE LLC

Lawrence M. DiVietro, Jr.
Signature of Applicant

5-25-17
Date

Signature of Co-applicant

Date

17. Consent of Owner(s):

I, the undersigned, being the owner(s) of the lot or tract described in this application, hereby consent to the making of this application and the approval of the plans submitted herewith. I further consent to the inspection of this property in connection with this application as deemed necessary by the municipal agency. **(If owned by a corporation, attach a resolution authorizing application and officer signature).**

BLACKWOOD PLAZA

By: Lawrence M. DiVietro

Signature

LAWRENCE M. DiVIETRO JR

Print Name

Signature

Print Name

Date

Sworn and Subscribed to before me this

_____ day of May,

2017 (Year).

18. Disclosure Statement (Pursuant to N.J.S.A. 40:55D-48.1 and 48.2):

Complete each of the following sections:

A. Is this application to subdivide a parcel of land into six or more lots?	☐ No	☐ Yes N/A
B. Is this application for a variance to construct a multiple dwelling of 25 or more family units?	☐ No	☐ Yes N/A
C. Is this application for approval on a site or sites for commercial purposes?	☐ No	☐ Yes N/A
D. Is the applicant a corporation?	☐ No	☒ Yes
E. Is the applicant a limited liability corporation?	☐ No	☐ Yes N/A
F. Is the applicant a partnership?	☐ No	☐ Yes N/A

IF YES TO ANY OF THE ABOVE:

1. List the names and addresses of all stockholders or individual partners owning at least 10 percent of it's stock of any class or at least 10 percent of the interest in partnership, as the case may be. (Use additional sheets as necessary).
2. Does a corporation or partnership own 10 percent or more of the stock in this corporation or partnership? ☐ No ☒ Yes

IF YES:

List the names and addresses of the stockholders of that corporation holding 10 percent or more of the stock or 10 percent or greater interest in that partnership, as the case may be. This requirement is to be followed by every corporate stockholder or partnership, until the names and addresses of the non-corporate stockholder and individual partners with 10 percent or more ownership have been listed. (Use additional sheets as necessary).

CROSSROADS VILLAGE LLC

Signature of Applicant

Lawrence M. DiVietro, Jr.

Print Name

5-25-17

Date

19. Survey waiver certification: WAIVER REQUESTED

As of the date of this application, I hereby certify that the survey submitted with this application, under the date of _____, shows and discloses the premises in its entirety, described as Block _____ Lot _____; and I further certify that no buildings, fences or other facilities have been constructed, installed or otherwise located on the premises after the date of the survey with the exception of the structures shown.

State of New Jersey,
County of Camden:

_____ of full age, being duly sworn to law, on oath and says that all of the above statement herein is true.

Name of property owner or applicant

Sworn and subscribed to
On this _____ day of _____,
20_____ before the following authority.

Notary public

AFFIDAVIT OF OWNERSHIP

STATE OF :
: SS.
COUNTY OF :

_____, of full age, being duly sworn on his oath according to law deposes and says that:

1. I am the Mng. Partner of Crossroads Village LLC, a New Jersey Limited Liability Company, and have access to the names and addresses of all members.

2. Upon review of Crossroads Village LLC's books and records I have ascertained that the following members hold a share of 10% or greater in Crossroads Village LLC.

3. The complete list of members holding a 10% or greater share is:

NAME	Ownership	ADDRESS
Lawrence M. DiVietro Jr	50 %	5 Shawnee Drive Wenonah, N.J. 08090
Theresa C. DiVietro	50 %	5 Shawnee Drive Wenonah, NJ 08090
	%	

Which is owned by:

	%	
	%	

DATED: 5-25-17

_____

Sworn to and subscribed
before me this day
of May, 2017.

_____

TOWNSHIP OF GLOUCESTER

1261 Chews Landing-Clementon Rd., at Hider Lane
P.O. Box 8, Blackwood, New Jersey 08012

(856) 228-4000 • FAX: (856) 374-3527 (Clerk)
FAX: (856) 374-3528 (Finance)

To whom it may concern:

This is to certify that the below resident does not have any tax or sewer liens on their property or any outstanding balances.

Name Blackwood Plaza Inc.

Address 553 Black Horse Pike

Block 10899 Lot 1,2,3

5-31-17
Date

Maryann Besse
Asst. Gloucester Township Tax Collector

TOWNSHIP OF GLOUCESTER

1261 Chews Landing-Clementon Rd., at Hider Lane
P.O. Box 8, Blackwood, New Jersey 08012

(856) 228-4000 • FAX: (856) 374-3527 (Clerk)
FAX: (856) 374-3528 (Finance)

To whom it may concern:

This is to certify that the below resident does not have any tax or sewer liens on their property or any outstanding balances.

Name Maple Plaza Drugstores LLC

Address 625 Black Horse Pike

Block 10801 Lot 1

5-31-17
Date

Asst. Maryann Bussa
Gloucester Township Tax Collector

Lydia Pendino

From: Ken Lechner
Sent: Monday, May 15, 2017 8:19 PM
To: Lydia Pendino
Subject: FW: L22764M Crossroads Village LLC - Extension Request
Attachments: Extension Fees.pdf

Importance: High

FYI

From: Ken Lechner
Sent: Monday, May 15, 2017 8:18 PM
To: 'Bob Mintz'
Cc: Larry DiVietro; Jeremy K. Teicher
Subject: RE: L22764M Crossroads Village LLC - Extension Request
Importance: High

Mr. Mintz,

Please note Gloucester Township now requires an application with filing and escrow fees for an extension as per Ordinance O-16-23, adopted December 28, 2016. You should use our standard Land Development Application Form and on the last box/line enter the appropriate extension number request. I providing a copy of the ordinance section regarding fees (see attached).

The next meeting of the Planning Board that I could accommodate your application would be June 13, 2017.

Sincerely,

Kenneth D. Lechner, PP, AICP, Director
Department of Community Development & Planning
P.O. Box 8
Blackwood, NJ 08012
(856) 374-3511 – direct
(856) 374-3500 – office
(856) 232-6229 – fax
www.glotwp.com

GLOUCESTER TOWNSHIP

From: Bob Mintz [mailto:Bob@freemanandmintzpa.com]
Sent: Friday, May 12, 2017 10:52 AM

LAW OFFICES

FREEMAN & MINTZ, P.A.

ROBERT D. MINTZ
LAURA A. COCHET

34 TANNER STREET
HADDONFIELD, N.J. 08033-2482
856-795-1237
FAX: 856-795-4620
E-mail: bob@freemanandmintzpa.com

STANTON D. FREEMAN
(Retired)

May 11, 2017

FILE NO. L22764M

RECEIVED
MAY 15 2017

Mr. Kenneth Lechner
Director of Community Affairs
TOWNSHIP OF GLOUCESTER
1261 Chews Landing Road
Blackwood, New Jersey

RE: CROSSROADS VILLAGE LLC - APPLICATION #051024RACPPSP

Dear Mr. Lechner:

I am working with Crossroads Village LLC which, on July 14, 2016 presented a request to the Planning Board under Application #051024FACPPSP, requesting a one year extension of the existing approvals, and was granted such an extension through June 30, 2017 by Resolution memorialized July 12, 2016.

I am pleased to advise that Crossroads Village LLC is working with a developer in having Land Dimensions Engineering provide "conformance plans" in follow on to the original approval. During that process it was established that the Department of Environmental Protection Regulations had been revised, such that, matters which had previously been approved respecting the flood plain were no longer consistent with the current regulations and, thus, the DEP approval was no longer extant and would have to be re-implemented by additional application.

It is doubtful that the DEP application review and determination will be received prior to the end of June. Thus, pursuant to NJSA 40:55D-49(C), the applicant seeks extension of preliminary approval for a second one-year period noting, to the best of our understanding, the Zoning and Master Plan have not been modified as respects this site, within the Mingus Run Redevelopment Zone and, accordingly, the approvals can be granted consistent with the current Zone Plan of the Town.

This would constitute the second request under the Statute; however, your applicant notes that the project, Block 10899, Lots 1, 2 and 3, and Block 10801, Lots 6 and 10 comprise acreage in excess of 50 acres, under which NJSA 40:55D-49 would allow a subdivision to be granted for more than 3 years, where it is determined that the number of dwelling units, economic conditions, and comprehensiveness of the development warrant additional time; the Section further permits extensions of that time under similar circumstances.

For the purposes of our application we seek only the additional one year extension under sub-section C.

I would appreciate your considering this request, understanding there is no formal application document nor fee (if I am incorrect, please advise and we will provide immediately), and your advice as to placement of the matter on a Board agenda for the Board's determination. If you would advise the date of that agenda I will arrange to appear that evening.

Thank you for your consideration in this matter.

Very truly yours,
Robert D. Mintz/ra
Robert D. Mintz
For the Firm
RDM:ra
cc: Mr. Larry DiVietro
Mr. Jeremy Teicher

RESOLUTION OF THE GLOUCESTER TOWNSHIP PLANNING BOARD MEMORIALIZING APPROVAL OF REQUEST FOR EXTENSION OF APPROVALS UNDER THE PERMIT EXTENSION ACT FOR CROSSROADS VILLAGE, LLC APPLICATION NO.: 051024RACPPSP

WHEREAS, at a Regular Meeting of the Gloucester Township Planning Board on June 14, 2016, the Board reviewed the Application of Crossroads Village, LLC ("the Applicant") requesting extension of Final Site Plan Approvals pursuant to N.J.S.A. 40:55D-52(a); and

WHEREAS, the Applicant was previously granted Final Site Plan approval by the Planning Board on May 24, 2011; and

WHEREAS, the Permit Extension Act, N.J.S.A. 40:55D-136.1 *et seq.*, which had previously served as an automatic legislative extension of approvals, is set to expire on June 30, 2016; and

WHEREAS, the Applicant intends to pursue construction in accordance with the Final Site Plan approved on May 24, 2011; and

WHEREAS, the Board found that good cause exists to justify granting the first of three (3) one (1) year extensions permitted by N.J.S.A. 40:55D-52(a), and that the Applicant should be entitled to an extension of the protections and approvals afforded to the property pursuant to its Final Site Plan Approval through June 30, 2017; and

WHEREAS, a motion was duly made by Ms. Costa and duly seconded by Mr. Regan to approve the Request for Extension of Approvals, and a roll call vote on the motion was recorded as follows:

Those Eligible to Vote	Those in Favor	Those Opposed
Chairman Owens	X	
Ms. Costa	X	
Mr. Dintino	X	
Mr. Dority	X	
Mr. Regan	X	

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Gloucester on the 12th day of July, 2016, that this Resolution memorializes the Board's approval of the Application heard on June 14, 2016.

ATTEST:

KENNETH LECHNER, SECRETARY

GLOUCESTER TOWNSHIP PLANNING BOARD:

SCOTT OWENS, CHAIRMAN

CERTIFICATION

I HEREBY CERTIFY that this resolution of memorialization being adopted by action of the Board on this 12th day of July 2016 represents a true and correct copy of a resolution adopted by the Gloucester Township Planning Board consistent with its decision at a meeting held on the 14th day of June 2016.

KENNETH LECHNER, SECRETARY

{00380791.DOCX}

A RESOLUTION OF THE GLOUCESTER TOWNSHIP PLANNING BOARD MEMORIALIZING PRELIMINARY SUBDIVISION AND SITE PLAN WITH WAIVERS AND DE MINIMUS EXCEPTIONS FOR SOUTHWINDS DEVELOPMENT, LLC,
APPLICATION NO: 051024RACPPSP

WHEREAS, on September 14th and December 14th, 2010 consideration was given to the application of Southwinds Development, LLC for property located at Block 10801, Lots 6 and 10; Block 10899, Lots 2 and 3; and

WHEREAS, Rick Hoff, Esquire appeared on behalf of the applicant and Lawrence Divietro, applicants planner. Andrew Hogg, applicant's engineer testified as did Jennifer Marandino, applicant's traffic engineer on behalf of the application and no one appeared and testified from the public at the September 14, 2010 hearing; and

WHEREAS, the Planning Board having received reports from professionals and other advisors to the Board including, without limitation, the Zoning Officer, Board Engineer, Board Planner, County Planning Board, Traffic Commander, Fire Marshall, Tax Assessor, Water Department and Municipal Utilities Authority having heard testimony from the Board Planner and Board Engineer makes the following factual findings in conditionally approving the subject application for preliminary subdivision and site plan with waivers and de minimus exceptions:

1. Existing Zoning: Mingus Run Redevelopment Zone.

2. Intended Use: At the initial hearing on September 14th, 2010, Rick Hoff summarized the background of the subject application which included an initial application with hearings thereon for 497 units, a denial of that application, resultant litigation and the settlement of the aforesaid litigation.

3. As reflected in the settlement agreement the bases for denial concerned the inadequacy of information submitted sufficient to permit the Board to make a reasoned determination on the various issues implicated by the subject application. The settlement agreement accomplished, among other things, a delineation of additional information that would be submitted with a revised application.

4. As part of his summary of the presentation Mr. Hoff emphasized that there are no variances and briefly touched upon the waivers hereinafter set forth in full below.

5. Mr. DiVietro's testimony discussed the generalities of the subject application referencing Exhibit A-1 - Consent Order; Exhibit A-2 - the old site plan; Exhibit A-3 - the new concept plan; Exhibit A-4 - the new site plan. The latter plan was described as depicting 96 units of senior housing of the 475 total unit count. There would be a multi family section of 221 homes (222 in the prior application). There would be 158 town homes (which were 175 in the prior application). The overall density was described at 8.45 per acre where 10 dwellings per acre was permitted. 76 COAH units will be provided as a part to the subject application. Mr. DiVietro also testified relative to the submission of additional information required by the settlement agreement between the parties.

6. Various other renderings were marked and described to the Board including landscape details for the reverse frontage on the Black Horse Pike (A-5) and on County Road 706 (A-6). An open space plan was described in detail to include clubhouse, two pocket parks, walkway, environmental areas/stream corridor and passive open space (A-7). An attractive design for the entrance off the Black Horse Pike showed two tiers with landscaping and walkways along the entirety of the Black Horse Pike (A-8). The architectural renderings were demonstrated for the town homes on Southwind Drive (A-9) as was the senior housing (A-10) and the town homes (A-11). To give the board a sense of perspective renderings of the flats from the three story perspective and from the view point of County Road 706 were provided (A-12).

7. By way of additional background Mr. DiVietro recapped the redevelopment aspects of the parcel and the proposal including a designation of the areas of the site as an area in need of development in 2003 and the generation of a 2004 redevelopment plan.

8. The following waivers were requested, considered and granted granted based on testimony satisfying NJSA 40:55D-51:

a. EXCEPTION from Residential Site Improvement Standards ("RSIS"). Parking ratio for Seniors Housing.
b. EXCEPTION from RSIS - Street Intersection offsets.
c. EXCEPTION from RSIS - Maximum grade of 5% for secondary

streets within 50 feet of intersection at 6 locations throughout the project;

d. WAIVER - from Section 506.A6 embankments greater than 3 feet shall not exceed 5.1 grade. The applicant agreed to work with the Engineer to meet this provision of the Ordinance and obviate the need for any waiver.

e. WAIVER - access from right-of-way at maximum of 10% grade to bottom of basin;

f. WAIVER - Section 517H basins adjacent to/readily visible to public shall provide side slope of 4.:1 or flatter. The applicant agreed to maintain a 4:1 ratio above the water, but the slope will exceed that ratio below the water, we are requesting the waiver.

g. WAIVER - Section 506A provide a minimum useable perimter area with maximum grade of 5% for minimum of 25 feet for residential laws;

h. WAIVER - Section 507D street tree spacing to be 40 feet on center (proposed at 60 feet);

i. WAIVER - Section 508 Lighting - allow mixture of lighting as proposed;

j. WAIVER - Section 511 Recreation and Open space/Payment in lieu of Improvements. As set forth below.

9. Ms. Marandino then offered substantial credible testimony in support of waivers a, b, c, hereinafter described.

10. Mr. Hogg then testified with respect to waiver numbers b and c. The Board Engineer specifically accepted the testimony supportive of waivers b and c. Mr. Hogg provided substantial credible testimony in support of waivers # d, e and f. Mr. DiVietro testified with respect to waiver #g and h.

11. The matter next came on before the Board on October 12th, 2010. At that time the Board heard from the public. First, Theo Palumbo testified regarding the necessity of confirming the lack of a connection between East Court and the subject application. This was done. There will be no connection.

12. Paul Sandrock the Camden County Fire Marshall testified, Amelia Murray Palmer testified regarding traffic concerns. Gary Smith, Chief of Fire District #3 offered comments with respect to fire safety.

13. The matter was then opened up for commentary by Board Members and the applicant responded to various questions

or comments by Mr. Gurace, Mr. Kricun, Ms. Musser, Mr. Palmer, Mr. Dunn, Mr. DelDuke and Mr. Moffa at which time the matter was carried until the December meeting.

14. The last meeting on the subject application was on December 14th, 2010 at which time the remaining issues concerning traffic and fire safety were discussed. Messrs. DiVietro and Hogg testified again as did Ms. Marandino. New exhibits were offered and described including Exhibit December 1. This exhibit depicted changes made to the plan to reflect comments by various members including Board Chairman Kricun, regarding the likelihood that the stream crossing would not be permitted. Ms. Marandino and Mr. Hogg both testified with respect to the engineering and traffic issues in-so-far as this plan revision would be accomplished and A-4 (the old plan) was compared in detail to the new exhibit December-1. It was noted for the board's information that Southwind Road is a dedicated public street. Ultimately Ms. Marandino's testimony concluded that there were no traffic concerns generated by the revisions and that all RSI standards were met. Ms. Commins responded by indicating that the original TIS (Traffic Impact Statement) did not contemplate this revision and that the TIS should be reevaluated to reflect the elimination of the cross over. By way of clarification, Ms. Commins indicated that she would acccept the analysis on the base data from 2005 and that she was not requiring all new traffic counts. This is a condition of approval to be addressed at the time of final.

15. The Board had additional questions including the necessity for a snow easement at a point to be determined before final. This is a condition of approval.

16. There were additional questions with respect to sidewalks and in particular the varying obligations under the developer's agreement to installing sidewalks and designing the roadway extension.

17. Ms. Commins revised report of December 7th was dealt with and they agreed to comply in all respects except as follows:

Paragraph 4a. Easements will be provided on the plan at final.

Paragraph 4 b: Lot numbers will be provided at final.

Paragraph 4c: After due deliberation the Board concluded that Southwind drive will remain public as proposed.

Paragraph 4d: At final.

Paragraph 4e: To be satisfied at final.

Paragraph 5a: To be satisfied at final.

Paragraph 5e: De minimis exception is granted under this RSIS standard.

Paragraph 6b: To be satisfied at final.

Paragraph 6c: To be satisfied at final.

Paragraph 6d: Waiver or De minimis exception is appropriate and was granted by the Board.

Paragraph 6f: To be satisfied at final.

Paragraph 6g: To be satisfied at final.

Paragraph 7e - Applicant agreed to work with Planning Board engineer relative to slope of embankments throughout the project.

Paragraph 7d (i through vii): Waivers or exception are appropriate and are granted from the noted RSIS standards.

Paragraph 7m. The issue is deferred until final and to include placing fence as necessary.

Paragraph 7o: The requirements of this paragraph i. through v. shall be met at the time of final.

Paragraph 7p: The board accepted the testimony provided by the applicant as satisfactorily addressing the issues of paragraph p.

18. Mr. Lechner's revised report of December 8th, 2010 was discussed and the applicant agreed to comply except as noted:

VII:

2: A waiver was deemed appropriate to grant under this paragraph.

3: To be satisfied at final.

6 (a) To be satisfied at final.

13. With respect to recreational obligations and as set

forth in the previous findings of fact the applicant and the planning board agreed that the applicant's remaining obligation after the proposed improvements to be installed is $300,000.00 to be paid in accordance with the Land Development Ordinance.

14. To be satisfied at final.

15. To be satisfied at final.

16. To be satisfied at final.

VIII:

4 (a) The applicant agrees that this is their responsibility per redevelopment agreement.

8. To be satisfied at final.

10. To be satisfied at final.

11. To be revisited at final consistent with the above factual finding.

IX:

1-b. - I-1: To be addressed at final with the applicant being unable to commit officially and the board desiring to continue to review the matter.

2-i-2-a: Applicant is unable to comply.

Further, the applicant reaffirmed that they will, at the time of final, address the bike path and trail.

19. Finally, the discussion revisited the issue of recreation obligations. "December 2" is an exhibit that was said to reflect the estimated value of improvements proposed to be installed by the applicant as well as the applicant's obligation under subdivision ordinance requirements. The proposed improvements were described as being appropriate to an age targeted development, while others that were not being provided were said to be less appropriate. The applicant concluded and the Board accepts that after factoring in all the value of all subdivision ordinance requirements being constructed and provided within the project the applicant would have an unmet obligation of $300,000.00 in improvements which obligation the applicant agreed to satisfy by payment of $300,000.00 pursuant to Township

Ordinances.

20. The issue of fire safety was again revisited. The applicant described a series of meetings with all Fire Officials and it was established that all requirements of said officials were satisfied except for the un-requited request that the applicant construct the town homes with sprinklers even though such is not presently required by law. The applicant indicated that they simply could not comply with this requirement. The Board Solicitor ruled that the board after exhausting its abilities to persuade and cajole had no authority to demand such improvements not otherwise legally required. The Board followed the Solicitor's advice and did not so require.

21. The Board Planner reviewed the following plans:

New Information

1. Bisgaier Hoff, LLC Waiver Letter dated 11/29/10.
2. Traffic Engineering Assessment as prepared by Horner & Canter Associates dated 11/17/10.
3. Supplemental Pipe Network Calculations as prepared by Land Dimensions Engineering darted 11/24/10.

Sheet	Plan Description	Date / Latest Revision
1	Cover Sheet	4-30-10 / 11-24-10
2	Plan of Survey	02-09-06 / 12-13-04
3	Composite Subdivision Plan	01-2007 / 11-24-10
3A	Preliminary Subdivision Plan	01-2007 / 8-31-10
3B	Preliminary Subdivision Plan	01-2007 / 11-24-10
3C	Open Space	12-2007 / 11-24-10
3D	Ownership Plan	01-27-08 / 11-24-10
4	Composite Site Plan	01-2007 / 11-24-10
4A	Site plan (Condominium)	01-2007 / 8-31-10
4B	Site Plan (Condominium)	01-2007 / 11-24-10
4C	Site plan (Town home)	01-2007 / 8-31-10
4D	Site plan (Town home)	01-2007 / 11-24-10
4E	Site plan (Age-Restricted)	01-2007 / 8-31-10
5	Composite Grading and Drainage Plan	01-2007 / 11-24-10
5A	Grading and Drainage Plan (Condominium)	01-2007 / 8-31-10
5B	Grading and Drainage Plan (Condominium)	01-2007 / 11-24-10
5C	Grading and Drainage Plan (Town home)	01-2007 / 8-31-10
5D	Grading and Drainage Plan (Town home)	01-2007 / 11-24-10
5E	Grading and Drainage Plan (Age-Restricted)	01-2007 / 8-31-10
6	Composite Utility Plan	01-2007 / 11-24-10
6A	Utility Plan (Condominium)	01-2007 / 8-31-10
6B	Utility Plan (Condominium)	01-2007 / 11-24-10
6C	Utility Plan (Town home)	01-2007 / 8-31-10
6D	Utility Plan (Town home)	01-2007 / 11-24-10
6E	Utility Plan (Age-Restricted)	01-2007 / 8-31-10

7	Composite Landscape and Lighting Plan	01-2007 /	11-24-10
7A	Landscape and Lighting Plan (Condominium)	01-2007 /	8-31-10
7B	Landscape and Lighting Plan (Condominium)	01-2007 /	11-24-10
7C	Landscape and Lighting Plan (Town home)	01-2007 /	8-31-10
7D	Landscape and Lighting Plan (Town home)	01-2007 /	11-24-10
7E	Landscape and Lighting Plan (Age-Restricted)	01-2007 /	8-31-10
7F	Blenheim Erial Streetscaping Plan	01-2007 /	01-27-08
7G	Route 168 Streetscape Plan	01-2007 /	8-31-10
8	Composite Soil Erosion Control and Sediment Control Plan	01-2007 /	11-24-10
8A	Soil Erosion Control and Sediment Control Plan (Condominium)	01-2007 /	8-31-10
8B	Soil Erosion Control and Sediment Control Plan (Condominium)	01-2007 /	11-24-10
8C	Soil Erosion Control and Sediment Control Plan (Town home)	01-2007 /	8-31-10
8D	Soil Erosion Control and Sediment Control Plan (Town home)	01-2007 /	11-24-10
8E	Soil Erosion Control and Sediment Control Plan (Age-Restricted)	01-2007 /	8-31-10
9	Soil Erosion and Sediment Control Detail Sheet	01-2007 /	4-30-10
10A	Construction Details	01-2007 /	8-31-10
10B	Construction Details	01-2007 /	8-31-10
10C	Construction Details	01-2007 /	8-31-10
10D	Construction Details	01-2007 /	8-31-10
10E	Construction Details	01-2007 /	11-24-10
10F	Construction Details	01-2007 /	11-24-10
11A	Profiles (Town home)	01-2007 /	11-24-10
11B	Profiles (Town home)	01-2007 /	11-24-10
11C	Profiles (Town home)	01-2007 /	11-24-10
11D	Profiles (Town home)	01-2007 /	11-24-10
12	Phasing Plan	01-2007 /	11-24-10
13A	Fire Truck Maneuvering Plan	01-2007 /	11-24-10
13B	Trash Truck Maneuvering Plan	01-2007 /	4-30-10

Previous Preliminary Information

4. Bisgaier Hoff, LLC Transmittal Letter dated May 13, 2010.
5. Land Development Application Form (Amended).
6. NJDEP Letter of Interpretation/Line Verification, File No.: 0414-04-0001.1-FW040001 dated 8/17/04.
7. Itemized List of Enumerated Items of Settlement Agreement.
8. Hydrological Report, as prepared by Land Dimensions Engineering dated January 2007, last revised May 04, 2010.
9. Keystone Retaining Wall Systems Specifications.
10. Engineering plans, as prepared by Land Dimensions Engineering consisting of the following:

Sheet	Plan Description	Date / Latest Revision
1	Cover Sheet	4-30-10
2	Plan of Survey	02-09-06 / 12-13-04

3	Composite Subdivision Plan	01-2007 / 4-30-10
3A	Preliminary Subdivision Plan	01-2007 / 4-30-10
3B	Preliminary Subdivision Plan	01-2007 / 4-30-10
3C	Open Space	01-2007 / 4-30-10
3D	Ownership Plan	12-2007
10	Composite Site Plan	01-27-08 / 4-30-10
4A	Site plan (Condominium)	01-2007 / 4-30-10
4B	Site Plan (Condominium)	01-2007 / 4-30-10
4C	Site plan (Town home)	01-2007 / 4-30-10
4D	Site plan (Town home)	01-2007 / 4-30-10
4E	Site plan (Age-Restricted)	01-2007 / 4-30-10
11	Composite Grading and Drainage Plan	01-2007 / 4-30-10
5A	Grading and Drainage Plan (Condominium)	01-2007 / 4-30-10
5B	Grading and Drainage Plan (Condominium)	01-2007 / 4-30-10
5C	Grading and Drainage Plan (Town home)	01-2007 / 4-30-10
5D	Grading and Drainage Plan (Town home)	01-2007 / 4-30-10
5E	Grading and Drainage Plan (Age-Restricted)	01-2007 / 4-30-10
12	Composite Utility Plan	01-2007 / 4-30-10
6A	Utility Plan (Condominium)	01-2007 / 4-30-10
6B	Utility Plan (Condominium)	01-2007 / 4-30-10
6C	Utility Plan (Town home)	01-2007 / 4-30-10
6D	Utility Plan (Town home)	01-2007 / 4-30-10
6E	Utility Plan (Age-Restricted)	01-2007 / 4-30-10
13	Composite Landscape and Lighting Plan	01-2007 / 4-30-10
7A	Landscape and Lighting Plan (Condominium)	01-2007 / 4-30-10
7B	Landscape and Lighting Plan (Condominium)	01-2007 / 4-30-10
7C	Landscape and Lighting Plan (Town home)	01-2007 / 4-30-10
7D	Landscape and Lighting Plan (Town home)	01-2007 / 4-30-10
7E	Landscape and Lighting Plan (Age-Restricted)	01-2007 / 4-30-10
7F	Blenheim Erial Streetscaping Plan	01-2007 / 4-30-10
7G	Route 168 Streetscape Plan	01-2007 / 4-30-10
14	Composite Soil Erosion Control and Sediment Control Plan	01-2007 / 4-30-10
8A	Soil Erosion Control and Sediment Control Plan (Condominium)	01-2007 / 4-30-10
8B	Soil Erosion Control and Sediment Control Plan (Condominium)	01-2007 / 4-30-10
8C	Soil Erosion Control and Sediment Control Plan (Town home)	01-2007 / 4-30-10
8D	Soil Erosion Control and Sediment Control Plan (Town home)	01-2007 / 4-30-10
8E	Soil Erosion Control and Sediment Control Plan (Age-Restricted)	01-2007 / 4-30-10
15	Soil Erosion and Sediment Control Detail Sheet	01-2007 / 4-30-10
10A	Construction Details	01-2007 / 4-30-10
10B	Construction Details	01-2007 / 4-30-10
10C	Construction Details	01-2007 / 4-30-10
10D	Construction Details	01-2007 / 4-30-10

10E	Construction Details	01-2007 / 4-30-10
10F	Construction Details	01-2007
11A	Profiles (Town home)	01-2007 / 4-30-10
11B	Profiles (Town home)	01-2007 / 4-30-10
11C	Profiles (Town home)	01-2007 / 4-30-10
11D	Profiles (Town home)	01-2007 /4-30-10
12	Phasing Plan 01-2007 /4-30-10	
13A	Fire Truck Maneuvering Plan	01-2007 /4-30-10
13B	Trash Truck Maneuvering Plan	01-2007 /4-30-10
N.J.-1	Black Horse Pike – NJSR 168 (Profile)	01-2007
N.J.-2	Black Horse Pike – NJSR 168 (Profile)	01-2007
C.C.-1	Erial New Brooklyn Rd. – CC 706	01-2007
C.C.-2	Erial New Brooklyn Rd. – CC 706	01-2007
C.C.-3	Erial New Brooklyn Rd. – CC 706	01-2007

11. Traffic Impact Study, as prepared by Horner &Canter Associates dated 10/08/07.
12. Horner &Canter Associates Response Letter dated 7/12/07.
13. Redevelopment Plan Narrative, as prepared by Land Dimensions Engineering dated 4/23/07, last revised 10/04/07.
14. Fiscal report, as prepared by Land Dimensions Engineering dated 4/12/07.
15. Land Development Application Form with Development Schedule and checklist dated 5/08/07.
16. Affidavit of Ownership dated 4/27/07.
17. Redevelopment Agreement for Mingus Run Redevelopment Zone, Hill Creek, LLC, t/a South Wind Development (Redeveloper) executed April 23, 2007.
18. Solid Waste Recycling Report, as prepared by Land Dimensions Engineering dated 3/12/07.
19. Redevelopment Plan Narrative, as prepared by Land Dimensions Engineering dated 4/23/07.
20. Environmental Impact Assessment, as prepared by Land Dimensions Engineering dated 3/19/07.
21. Traffic Impact Study, as prepared by Horner &Canter Associates dated 12/21/05.
22. Horner &Canter Associates Traffic Study Letter dated 5/23/07.
23. Hydrological Report, as prepared by Land Dimensions Engineering dated 02/19/07.
24. Phase I Environmental Site Assessment (ESA) Report, as prepared Powell-Harpstead, Inc. dated 02/07/05.
25. Phase II Limited Site Investigation,
26. Roadway Improvement Plans, as prepared by Land Dimensions Engineering consisting of the following:

Sheet	Plan Description	Date / Latest Revision
CC-1	Camden County Route #706	02-20-07
CC-2	Camden County Route #706	02-20-07

CC-3	Camden County Route #706	02-20-07
NJ-1	New Jersey Route #168	02-20-07
NJ-2	New Jersey Route #168	02-20-07

27. Engineering composite plans, as prepared by Land Dimensions Engineering consisting of the following:

Sheet	Plan Description	Date / Latest Revision
1	Cover Sheet	02-20-07
2	Topographic and Boundary Survey	02-09-04 / 12-13-04
3	Composite Subdivision Plan	3-22-05
4	Composite Site Plan	3-22-05
5	Composite Grading Plan	3-22-05
6	Composite Utility Plan	3-22-05
7	Composite Landscaping and Lighting Plan	3-22-05
8	Composite Soil Erosion Plan	3-22-05

21. The Board Engineer reviewed the following plans:

1. Plans entitled, "Preliminary Site Plan for Southwind Development, Block 10801, Lots 6, 10; Block 10899, Lots 1-3, Gloucester Township, Camden County, New Jersey", consisting of fifty-six (56) sheets, last revised November 24, 2010, as prepared by Land Dimensions Engineering.

2. Hydrological Report, dated January 7, 2007, last revised August 31, 2010, as prepared by Land Dimensions Engineering with Supplemental Pipe Network Calculations dated November 24, 2010.

3. Stormwater Management Maintenance Plan dated April 2007 and last revised August 31, 2010 as prepared by Land Dimensions Engineering.

Traffic Impact Study; dated December 21, 2005, Traffic Engineering Study Addendum, dated October 8, 2007 and Traffic Engineering Assessment dated November 17, 2010, as prepared by Horner & Canter Associates.

22 The applicant will comply with the Fire Marshall's report dated December 14, 2010, with the following exceptions: 9i) as noted above, the townhouse buildings within the project will not be sprinkled; (ii) the roadway widths shall be as per the plans submitted.

23. The applicant will comply with the Traffic Commander's report dated July 29, 2010.

24. The applicant will comply with the report of the Construction Official dated June 16, 2010.

25. The applicant will comply with the Building Subcode Official's report of June 16, 2010.

26. The applicant will comply with the Tax Assessor's report of May 25, 2010.

27. The applicant will comply with the Gloucester Township Municipal Utilities Authority report of June 2, 2010.

NOW, THEREFORE, after considering the foregoing facts the Board concludes that the application for preliminary subdivision and site plan with waivers and de minimus exceptions has substantial merit and should be approved subject, however, to the following conditions:

A) Compliance with all Township, County, State and Federal rules, regulations and ordinances.

B) Approval of all appropriate reviewing agencies including without limitation, the MUA, County Planning Board, Traffic Commander, Fire Marshall, Soil Conservation District, Department of Transportation and Police Department.

C) Compliance with the Board Engineer`s report and comments at the public hearing.

D) Compliance with the terms and conditions of the Board Planner`s report and comments at the public hearing.

E) Compliance with all representations made by the applicant at all public hearings.

F) All existing easements on the property shall be provided to the Board Solicitor for review. All proposed or required easements shall be subject to the Board Solicitor's review and approval. All proposed or required easements for residential properties shall also be subject to three point notification (first contract of sale, deed into first home owner and plan notation.)

Those Eligible to Vote	Those in Favor	Those Opposed
Mr. Mercado	X	
Mr. Moffa		

Mrs. Washington
Mr. Pillo
Chairman Kricun

XXI

ATTEST:

KENNETH LECHNER, SECRETARY

GLOUCESTER TOWNSHIP
PLANNING BOARD:

ANDREW KRICUN, CHAIRMAN

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Gloucester Township Planning Board at a meeting held on the 24th day of May 2011

KENNETH LECHNER, SECRETARY

REDEVELOPMENT AGREEMENT
FOR
MINGUS RUN REDEVELOPMENT ZONE
BLOCK 10801, LOTS 6 AND 10; AND BLOCK 10899, LOTS 1 THROUGH 3
TOWNSHIP OF GLOUCESTER

Redevelopment Entity: Township Council
Township of Gloucester

Redeveloper: HILL CREEK LLC, t/a SOUTHWIND DEVELOPMENT
290 Rosenhayn Avenue
Bridgeton, New Jersey 08302

Mailing Address:
P. O. Box 562
Woodbury, New Jersey 08096

Property: BLOCK 10801, LOTS 6 AND 10; AND BLOCK 10899, LOTS 1 THROUGH 3 TOWNSHIP OF GLOUCESTER
N.J.S.H. Route 168 (Black Horse Pike) and County Route 706, Blenheim-Erial/New Brooklyn Road, each east of the intersection with Almonesson Road

This Redevelopment Agreement is made on this _____ day of April, 2007, by and between **HILL CREEK LLC, t/a SOUTHWIND DEVELOPMENT**, c/o Fred Allen, 290 Rosenhayn Avenue, Bridgeton, New Jersey 08302 (hereinafter called "Redeveloper"), and the **TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER**, in its capacity as the Redevelopment Authority, P. O. Box 8, Chews Landing Road, Blackwood, New Jersey 08012 (hereinafter called "Redevelopment Entity").

WHEREAS, pursuant to provision of the Redevelopment and Housing Law of the State of New Jersey, N.J.S.A. 40A:12A-1, et seq., the Township Council of the Township of Gloucester did direct the Planning Board of the Township of Gloucester to conduct a preliminary investigation to determine an area comprising some 206 acres in various phases throughout the Township, identified as the Blackwood Redevelopment Area, within which lies the Mingus Run Redevelopment Zone on acreage sited between the Black Horse Pike and Blenheim-Erial/New Brooklyn Road, a portion of which is the subject tract approximating 56.2 +/- acres, east/northeast of the intersection of Black Horse Pike and Blenheim-Erial/New Brooklyn Road with Almonesson Road, commencing after and contiguous with certain acres inset from that corner and comprising Block 10801, Lots 6 and 10; and Block 10899, Lots 1 through 3 as a Redevelopment Area in accordance with the Redevelopment and Housing Law of the State of New Jersey; and

WHEREAS, the Planning Board did conduct a preliminary investigation in accordance with the guidelines set forth N.J.S.A. 40A:12A-6, held public hearings, and determined that the designated area is an area in need of redevelopment, and

WHEREAS, the Township Council of the Township of Gloucester did adopt the Redevelopment Area of the Township of Gloucester by Ordinance #0-04-13, and did amend that Ordinance by Ordinance #0-06-31; and

WHEREAS, the Redeveloper did submit a proposal for the development of the property; and

WHEREAS, the Redeveloper intends to obtain title to the real property and presently is the equitable title owner through an agreement of sale and proposes to redevelop the property in the Redevelopment area with the following improvements:

Not to exceed 497 residential units, depending on final engineering design, comprising 222 multi-family units (age-targeted); 175-179 townhome units; and 100 multi-family units, (of which 45 +/- are age-restricted/low-and-moderate income, proposed for construction under the COAH mandate and the balance market rate age-restricted); together with parking, recreation functions, open space, and infrastructure; and

WHEREAS, the 100 multi-family units shall comply with the M-RD Mingus Run Redevelopment Zone, Section E-5 General District requirements and provide 45 +/- low-and-moderate income affordable units pursuant to the Council on Affordable Housing (COAH). The exact formulation and calculation shall be based upon that Ordinance in place and applicable as certified on the date of preliminary subdivision approval, unless otherwise agreed by the parties.

WHEREAS, The Redevelopment and Housing Law authorizes the Township Council, as the Redevelopment Entity to name a Redeveloper and to contract with a Redeveloper for any area of planning, construction or the undertaking of any project within the designated redevelopment area; and

WHEREAS, the Township Council and Redeveloper have engaged negotiation concerning the construction of improvements to the Redeveloper's property, within the Redevelopment Area; and

WHEREAS, the Redeveloper has agreed to redevelop all parcels within the Redevelopment Area as indicated.

NOW, THEREFORE, in consideration of their mutual promises and benefits derived, and in furtherance of the Redevelopment Area and the Redevelopment and Housing Law, the parties agree as follows:

The Township Council of the Township of Gloucester, as Redevelopment Entity, does hereby name HILL CREEK, LLC, t/a SOUTHWIND DEVELOPMENT as Redeveloper of the property above-described.

The following Exhibits are attached to this Agreement and made a part thereof:

Exhibit "A" – Agreement of Sale dated _____, 200__ (Redacted)
Exhibit "B" – Description of Redevelopment Area, Block and Lot designation
Exhibit "C" – Performance Security and Consent of Surety
Engineer's list of items protected
Exhibit "D" – Title Deed of Record to Redeveloper and Affidavit of Owners names of all persons holding 10% or more in the entity (to be attached)
Exhibit "E" - Redeveloper's filed Certificate of Incorporation and list of Officers, Members and/or Shareholders
Exhibit "F" - State of New Jersey Corporation Certificate of Good Standing
Exhibit "G" - Resolution of Preliminary and Final Site Plan Approval (to be attached)
Exhibit "H" - Signed, sealed and dated Final Site Plan (to be attached)
Exhibit "I" - Sequence of construction, projected dates for each phase
Exhibit "J" - Insurance policies of public liability and property damage ($2,000,000.00 limit)
Exhibit "K" - Conceptual Architectural Plans and Elevation dated _____

AGREEMENT, COVENANTS, OBLIGATIONS AND RESTRICTIONS

a. **Agreements of Sale**. The Redeveloper is the equitable title owner in the property described and known as Block 10801, Lots 6 and 10; and Block 10899, Lots 1 through 3 in the Redevelopment Area, under the redacted terms and conditions set forth in the Agreements of Sale attached as Exhibits "A" and "A-1" hereto.

b. **Project Site**. The Redevelopment Project Improvement site shall consist of the real property, surface, sub-surface and air-space, as more particularly described in Exhibit "B" attached hereto.

c. **Improvement**. The Redeveloper agrees to construct 222 multi-family units (age-targeted); 175-179 townhome units; and 100 multi-family units, of which 45 +/- are age-restricted/low-and-moderate income COAH mandate (and the balance market rate age-restricted), together with parking, recreation functions, open space, and infrastructure, in accordance with the Redevelopment Plan and according to agreement with the Redevelopment Entity; and with site plan approval granted by the Planning Board of the Township of Gloucester as memorialized. The complex is to be designed, permitted and constructed at the Redeveloper's sole cost and expense.

d. **Use of Contractors**. The Redeveloper will use its best judgment to engage reputable contractors to construct and complete the improvement and uses. Each contractor that is required to have a license in the State of New Jersey must have a current, valid license issued by the State of New Jersey. Further, the Redeveloper and each contractor must have liability insurance in full force and effect in the amounts that are standard in the particular industry.

e. **Reimbursement of Township's Professional Expenses**. Pursuant to N.J.S.A. 40A:12A-8f, the Redeveloper shall post the sum of FIVE THOUSAND DOLLARS ($5,000.00), with the Township, which shall be placed in the Redevelopment Escrow Account. The Redevelopment Escrow Account shall be used to pay the Township's professional fees necessary to implement the Redevelopment Plan and such inspections as are necessary pursuant to this Redevelopment Agreement.

f. **Time of the Project**. The redeveloper shall identify the manner of intended development, as to which phase the Redeveloper shall first commence construction of improvement. The first phase project improvement shall commence as soon as necessary permits have been issued by the appropriate governmental agency and shall be completed within forty-eight (48) months of the Redeveloper's receipt of "Final site plan" approval by the Planning Board of the Township of Gloucester.

f.1. Anything to the contrary notwithstanding, the Redeveloper shall commence construction of the first phase improvement not later than twenty-four (24) months from issuance of the first construction permit. The Redevelopment Entity may grant extensions of this time period in the event that the Redeveloper is delayed by reason of significant factors beyond its control. Notwithstanding any extensions of time that may be granted in the sole discretion of the Redevelopment Entity, in the event that the Redevelopment Improvement Project is not completed within ten (10) years of the commencement date, the Redevelopment Entity shall have the sole discretion to declare the Redeveloper in default of this Agreement, and seek a forfeiture of all security placed by the Redeveloper.

f.2. Upon preliminary approval of the project the Redeveloper shall obtain an initial phasing plan, established by this Agreement to be no more than four (4) initial phases, subject to approval by the Planning Board as a component of preliminary approval. Pursuant to the Municipal Land Use Law, preliminary approval shall be protective of the first phase for a period of five (5) years, seven (7) years for the second phase, nine (9) years for the third phase, and ten (10) years for the fourth and future phases, subject that all infrastructure needed to benefit a phase in construction which may exist in a future phase may and shall be constructed with the earlier phase which requires such infrastructure for utilization (not all infrastructure need be constructed early, only that which is required for an earlier phase). The approval shall be subject to statutory extensions under the Municipal Land Use Law.

f.3. Should a project exceeding 400 units receive final approval as a single project, but reflect phases in that project, the final approval shall be valid as to the first phase for five (5) years, and all future phases shall be deemed vested or, in the discretion of the Planning Board, it can provide for extended life of future phase approvals, being the second phase for seven (7) years, the third phase for nine (9) years, and the fourth and future phases for ten (10) years, subject to extensions permitted under the Municipal Land Use Law.

h. **Scope of Undertaking**. The services and responsibilities undertaken by the Redeveloper hereunder shall include all aspects of the design, development, construction and operation of the Redevelopment Project Improvement, and each of the components thereof, including, without limitation, all design, engineering, permitting and administrative aspects, the performance of or contracting for and administration and supervision of all physical work required in connection with the Redevelopment Project Improvement and each component thereof. The Redeveloper shall make all arrangements for interim and final inspections and any other actions required to satisfy the requirements of any applicable permit and/or approval.

The administration, operation and management of the Redevelopment Improvement Project and all aspects of the funding of the Redevelopment Improvement Project, including equity, funding and construction, interim and permanent financing, shall be at the sole cost and liability of the Redeveloper.

The Phasing, sequencing of construction and the dates on which each project phase is to be commenced shall be determined by the Redeveloper, subject to approval by the Planning Board as a component of preliminary approval, and shall be consistent in area as set forth in Exhibit "H" attached hereto, and in architectural concept with Exhibit "K" subject to finalization of the concept.

Nothing herein is intended to preclude or limit the right of the Redeveloper to commence work on multiple phases concurrently or to require that any one phase be completed prior to commencement of work on different phases. The Parties recognize that the dates to be listed on Exhibit "I" depend upon certain technical matters and market considerations that may not be determined at this time, thus, they shall be affixed in initial form when Exhibit "H" is affixed. Further, the Redeveloper may prepare an updated sequence plan, from time to time, which updated sequence plan shall require Redevelopment Entity approval, which may not be unreasonably withheld.

The Township shall not be required to expend any moneys or incur any liabilities to facilitate the development, construction or operation of the Redevelopment Improvement Project or any component thereof.

i. **Compliance with Law**. All construction shall be in accordance with the Uniform Construction Code of the State of New Jersey, N.J.A.C. 5:23-1, et seq. The Redevelopment Improvement Project,

and work performed and materials, fixtures and equipment used in connection therewith shall be in full compliance with all laws of the State of New Jersey.

j. **Environmental Remediation**. The Redeveloper shall be responsible for any and all environmental remediation necessary to the Redevelopment Improvement Project, if any. The Redeveloper shall be responsible to obtain all necessary environmental permits, if any, including the receipt of letters of "No Further Action" from the New Jersey Department of Environmental Protection.

k. **Permits and Approvals.** The Redeveloper shall pursue diligently all permits and approvals necessary to complete the Redevelopment Improvement Project within the time required and outlined herein. The Township of Gloucester will proceed diligently to issue all permits necessary in accordance with the laws of the State of New Jersey governing the respective permit following the posting of all performance guarantees and security required by the Municipal Land Use Law and this Redevelopment Agreement.

l. **Performance Security**. The Redeveloper shall provide the Township of Gloucester with third-party financial security from a qualified security provider, licensed to conduct business in the State of New Jersey, securing the specific obligations of the Redeveloper with respect to the public improvement portions of the Redevelopment Improvement Project, and any public improvement component thereof, through completion, and shall post same in phases prior to construction of such phase, in an amount equal to 120% of the improvements which are to be dedicated to public ownership for that phase. The Performance Security shall remain in effect during the period commencing with the date the same is required to be posted and ending on the date the certificate of completion is issued. The Performance Security shall be other than, and in addition to, any Performance Bond that is required pursuant to the Municipal Land Use Law of the State of New Jersey, and the Gloucester Township Planning Board approvals, unless they guarantee the same performance. The amount of the Performance Security set by this Redevelopment Agreement shall be as established by the Redevelopment Entity's professional(s), including the designated architect reference building improvements, and the Township Engineer reference site improvements, who shall assure conformance with the Blackwood West Redevelopment Plan and standards, with such performance guarantee as above, to protect the completion of the public improvements in that phase to be dedicated to public use, as they relate to the Redevelopment Entity. Such performance guarantee may be released in phases on periodic request for reduction consistent with the MLUL.

m. **Certificate of Completion**. The Project shall be deemed to be complete and a certificate of completion shall be issued by the Township of Gloucester at such time as the Redeveloper has performed all aspects of the Redevelopment Improvement Project as described by this Redevelopment Agreement and as approved by the Planning Board of the Township of Gloucester, the certificate of completion shall be issued to the Redeveloper. The issuance of a certificate of completion shall constitute a conclusive determination that the Redevelopment Improvement Project has been completed in accordance with the provisions of this Redevelopment Agreement. The certificate of completion is to be issued by the Township of Gloucester and in proper form for recording in the County Clerk's Office for the County of Camden. Said recording shall serve as acknowledgment that the Redevelopment Improvement Project has been satisfactorily completed, that the Redeveloper has performed all of its duties and obligation under this Agreement. Prior to final completion certification, the Authority does hereby give, authorize, allow and consent of the Township of Gloucester, Redevelopment Entity, to the Redeveloper's sale, lease, transfer or other disposition of any completed residential unit of the property within the Redevelopment Project area on issuance of a Certificate of Occupancy, which shall serve as a certificate of no default as to performance of Redeveloper under this Agreement as to that unit.

m.1. Nothing herein shall prevent Redeveloper from encumbering the Property with construction and acquisition financing liens and encumbrances.

m.2. Upon satisfactory completion of the Redevelopment Improvement Project by the Redeveloper as determined by the Redevelopment Entity professionals, the Township of Gloucester shall issue a certificate of completion within forty-five (45) days of receipt of written request from the Redeveloper, or such other mutually agreed time. In the even that the Township of Gloucester shall refuse to issue a certificate of completion within forty-five (45) days of the receipt of written request by the Redeveloper, or such mutually agreed time, the Township of Gloucester, as Redevelopment Entity, shall provide to the Redeveloper a written statement setting forth the aspects of the Redevelopment Improvement Project that the Redeveloper has failed to complete, the aspects of this Redevelopment Agreement that the Redeveloper is in default and the measures or acts to be taken by the Redeveloper that are necessary to the issuance of a certificate of completion.

n. **Covenants and Restrictions**. The covenants and restrictions to be imposed upon the Redeveloper, its successors and assigns, pursuant to this Agreement, and in accordance with N.J.S.A. 40A:12A-9, shall be covenants and restrictions running with the land, and shall include, but not be limited to, the following:

1. To construct the housing proposed in the Redevelopment Zone in accordance with the requirements of the Certificate of Completion.

2. To construct the Redevelopment Improvement Project, and any applicable component thereof in accordance with this Redevelopment Agreement, the Redevelopment Law, the Redevelopment Plan, the Zoning Ordinance regulating the Redevelopment Zone, the Blackwood West Redevelopment Plan, the Gloucester Township Land Development Ordinance as applies to site improvements and land development procedures not contained in the Blackwood West Redevelopment Plan, and the Resolution of the Planning Board of the Township of Gloucester. In the event that the Redeveloper desires any changes or modifications to the Redevelopment Plan, the Redevelopment Entity's, and/or Planning Board's, prior written approval must be secured prior to proceeding with any activity relating to such proposed modifications.

3. To commence Phase I work as soon as permits are issued and delivered to the Developer and to complete such phase commenced same within forty-eight (48) months following commencement, all such time periods shall be subject to reasonable extension agreed to in the sole discretion of the Township of Gloucester as the Authority, which shall not be unreasonably withheld.

4. To not sell, lease or otherwise transfer any lots within the Redevelopment Area excepting the land for transfer with a unit sale affirmed as issuance of the Certificate of Occupancy for that unit, without consent of the Authority, which shall not be unreasonably withheld. If written consent is given, any such agreement of sale, lease, or other transfer shall include statement that the sale, lease or transfer is contingent upon the Redeveloper's satisfactory completion of the Redevelopment Improvement Project. Nothing herein shall prevent nor delay the right of the Redeveloper to sell a residence unit to a purchaser prior to a certification of completion of a phase or the whole project, so long as that phase has posted a performance guaranty, consent being required for such transfer of all or substantially all of the Project prior to unit construction.

5. The Redeveloper, or any person claiming under or though 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 gender, in the sale, lease, sub-leases, transfer, use, occupancy or enjoyment of the Redevelopment Improvement Project.

6. It is intended and agreed that the Township of Gloucester shall be deemed beneficiary of this Agreement and covenants contained herein, for its own right and the rights, benefits and protection of the interest of the community of the Township of Gloucester for whose benefit this Agreement and covenants have been provided.

o. **Representations and warranties of Redeveloper**. The Redeveloper represents and warrants to the Redevelopment Entity that:

1. It is a limited liability company of the State of New Jersey and is in good standing under the laws of the State of New Jersey.

2. That it has legal right and authority to enter into this Redevelopment Agreement.

3. That the Redevelopment Agreement has been duly executed and is legally binding upon the Redeveloper, and that the execution of the Redevelopment Agreement does not violate or constitute a default of any other agreement of the Redeveloper.

4. That there are no suits or other legal actions pending or threatened that would have a material adverse effect upon the Redeveloper's financial ability to complete the conditions of this Redevelopment Agreement.

5. The ownership structure of the Redeveloper is set forth in Exhibit "D". At any time as may be requested by the Redevelopment Entity, the Redeveloper shall provide updates to the ownership structure, naming any person owning or having a 10% or greater interest in the Redeveloper.

p. **Non-Assignment of Rights.** The Redeveloper shall not assign this redevelopment agreement, or any rights, duties, obligations or liabilities without first securing written consent by the Redevelopment Entity, which consent shall not be unreasonably withheld.

q. **Events of Default**. Except as otherwise provided herein, the Redeveloper shall be deemed in default of its obligations under this agreement upon the occurrence of any of the following events;

1. The Redeveloper fails to pay any of the project cost and or fees required herein.

2. The Redeveloper fails to construct the improvements in accordance with this agreement, the Redevelopment Plan, approvals granted by the Gloucester Township Planning Board, or fails to perform any of the covenants, conditions and obligations contained herein.

3. The Redeveloper shall have applied for or consented to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, or said appointment being .without consent of the Redeveloper; or the Redeveloper has made a general assignment for the benefit of creditors; a voluntary or involuntary petition for bankruptcy has been filed.

4. The Redeveloper is in default of any of its contractual or financial obligations with respect to the Redevelopment Improvement Project; the filing of a complaint in foreclosure against the

Redeveloper or the issuance of a deed in lieu of foreclosure for any financial institution.

5. The Redeveloper fails to correct any default within sixty (60) days, or reasonable time beyond such sixty (60) days if Redeveloper is pursuing correction timely or challenging interpretation of default, of receipt of written notice of default being provided by the Redevelopment Entity. The occurrence of more than two (2) events of default may result in the correction period being reduced to thirty (30) days, but subject to same rights of cure and/or challenge. The occurrence of a fourth (4th) event of default shall cause the Redevelopment Entity to declare a default, demand forfeiture of the performance security, and proceed with any action at law or in equity to force the performance of any rights, remedies, obligations, agreements or covenants against the Redeveloper. Any act of default alleged hereunder must be material and substantial.

r. **Remedies on Default**. The Township Redevelopment Entity may default this Agreement and take whatever action at law or equity it deems desirable, in the event the Redeveloper fails to correct any default, subject to the limitations of Paragraph q.5. above on one hundred twenty (120) days notice of default being provided. by the Redevelopment Entity. The occurrence of a fourth event of default, subject to rights of cure and challenge per Paragraph q.5 above, may cause the Redevelopment Entity to declare a default, demand forfeiture of the performance security, and proceed with any action at law or in equity to force the performance of any rights, remedies, obligations, agreements or covenants against the Redeveloper.

All reasonable cost and expenses incurred by the Redevelopment Entity resulting from said event of default, including but not limited to legal fees, court cost and related expenses, all taxes, assessments, water and sewer charges, shall be the responsibility of the Redeveloper.

s. **Insurance**. From and after the date of execution of this Agreement, the Redeveloper shall provide and maintain insurance for the project site, as provided in Exhibit "I", until such time as the project is complete. The Township of Gloucester, as Redevelopment Entity, shall be named as added insured on all policies of insurance.

t. **Indemnification**. The Redeveloper agrees to indemnify and hold the Township of Gloucester, as Redevelopment Entity, free and harmless from and against all liability, claims, or causes of action by reason of personal liability, death or damage to property, real, personal or mixed caused by the Redeveloper's own acts or omissions. This agreement to indemnify shall include the obligation to reimburse for reasonable legal fees and costs expended in connection with any claim, environmental claims, demands, suits or actions.

The Redevelopment Entity agrees to indemnify and hold the Redeveloper, free and harmless from and against all liability, claims, or causes of action by reason of personal liability, death or damage to property, real, personal or mixed, caused by the Redevelopment Entity's own acts or omissions. This agreement to indemnify shall include the obligation to reimburse for reasonable legal fees and costs expended in connection with any claim, environmental claims, demands, suits or actions.

u. **Roadway Interconnection.**

u.1. The parties recognize the importance to the Redevelopment Zone of interconnection of multiple projects. This Redeveloper agrees that if, within five (5) years of the grant of preliminary site plan and/or subdivision approval respecting this Redeveloper's project, the town obtains, without the Redeveloper's participation, an easement or right-of-way across lands of adjacent property owners for a municipal road connecting this project with the "Riiff project", a/k/a Blackwood Redevelopment Corporation project, for which the town holds performance guarantee of Riiff's implementation of an interconnecting driveway, then and in those events, this Redeveloper agrees to design and implement the construction of such interconnection between the Riiff property and this project within the said Township easement/right-of-way of a municipal road, understanding that the location of such way will be consistent with this project design of its interconnection and the existing plan referred to as _____ of the Riiff interconnection location, that such design and construction will be as an access interconnection and <u>not</u> constructed to the standard of a municipal road. Further, the municipality of Gloucester Township does agree and provide its indemnity and hold harmless from

and against any claim or claims by the contiguous property owners, their successors and assigns, and/or users of the roadway interconnection so long as such construction is consistent with the design requirements, which indemnity shall and does survive this Agreement and any construction.

u.1.1. Further, the Township of Gloucester commits to provide the Redeveloper a means of recapture of the Redeveloper's expense for design and implementation of the road interconnection, whether same be by contributions of third parties, as respects the Redeveloper's project for a period, and in a sum sufficient to recapture the design and construction cost. Such recapture to be to the extent of eighty percent (80%) of the design and construction cost to be allocated by the municipal engineer to participating projects based on the Land Development Ordinance standard, and if recaptured from a property owner having lands contiguous to the interconnection, that said property owner's contribution shall be pro-rata based upon lineal feet of frontage improvement (based on both sides of the interconnection).

u.2. The Redeveloper further agrees to investigate, and if reasonably cost effective, to implement a stream crossing by pedestrian walkway, keeping the town fully advised of its investigation and implementation by copies of all submissions by the Redeveloper to the Department of Transportation or Department of Environmental Protection respecting such crossing. The parties acknowledge that the Redeveloper is not expected to rebuild any infrastructure impacting the Black Horse Pike, and that such circumstance shall be deemed an unreasonable expense terminating this provision. This concept is an effort to interconnect the two sides of the environmentally sensitive area which bisects the project, by providing walking paths to assist the utilization of such a natural feature by pedestrians.

v. **Notices**. As to the Redeveloper:

Hill Creek, LLC
290 Rosenhayn Avenue
Bridgeton, New Jersey 08302

Mailing Address:
P. O. Box 562
Woodbury, New Jersey 08096

cc: Robert D. Mintz, Esq.
Freeman & Mintz, P.A.
34 Tanner Street
Haddonfield, New Jersey 08033

As to the Redevelopment Entity:

Township Council
Township of Gloucester
P. O. Box 8 – Chews Landing Road
Blackwood, New Jersey 08012

cc: David F. Carlamere, Esq.
Carlamere & Schemanski
P. O. Box 1367 – 1546 Blackwood/Clementon Road
Blackwood, New Jersey 08012

w. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

x. **Severability**. If any article, section, sub-section, term or provision of this Agreement, or the application thereof to any party or circumstance shall be invalid or unenforceable, the remainder of any article, section, sub-section, term or provision of this Agreement shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

y. **Binding Effect.** This Agreement and each of the provisions hereof, shall be binding upon and inure to the benefit of the Redevelopment Entity, Township of Gloucester, Redeveloper, and their respective successors and assigns.

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

ATTEST:

Rebecca L. Dewall

HILL CREEK, LLC
t/a SOUTHWIND DEVELOPMENT

By: James P. Joyce

ATTEST:

Rosemary D. Josie
4-23-07

TOWNSHIP OF GLOUCESTER AS
INDEMNITOR AND
REDEVELOPMENT ENTITY

By: Glen V Bianchini

File #L21560M
RDM-4/9/07

WHEREAS, the Redeveloper intends to obtain title to the real property and presently is the equitable title owner through an agreement of sale and proposes to redevelop the property in the Redevelopment area with the following improvements:

Not to exceed 497 residential units, depending on final engineering design, comprising 222 multi-family units (age-targeted); 175-179 townhome units; and 100 multi-family units, (of which 45 +/- are age-restricted/low-and-moderate income, proposed for construction under the COAH mandate and the balance market rate age-restricted); together with parking, recreation functions, open space, and infrastructure; and

WHEREAS, the 100 multi-family units shall comply with the M-RD Mingus Run Redevelopment Zone, Section E-5 General District requirements and provide 45 +/- low-and-moderate income affordable units pursuant to the Council on Affordable Housing (COAH). The exact formulation and calculation shall be based upon that Ordinance in place and applicable as certified on the date of preliminary subdivision approval, unless otherwise agreed by the parties.

WHEREAS, The Redevelopment and Housing Law authorizes the Township Council, as the Redevelopment Entity to name a Redeveloper and to contract with a Redeveloper for any area of planning, construction or the undertaking of any project within the designated redevelopment area; and

WHEREAS, the Township Council and Redeveloper have engaged negotiation concerning the construction of improvements to the Redeveloper's property, within the Redevelopment Area; and

WHEREAS, the Redeveloper has agreed to redevelop all parcels within the Redevelopment Area as indicated.

NOW, THEREFORE, in consideration of their mutual promises and benefits derived, and in furtherance of the Redevelopment Area and the Redevelopment and Housing Law, the parties agree as follows:

The Township Council of the Township of Gloucester, as Redevelopment Entity, does hereby name HILL CREEK, LLC, t/a SOUTHWIND DEVELOPMENT as Redeveloper of the property above-described.

The following Exhibits are attached to this Agreement and made a part thereof:

Exhibit "A" – Agreement of Sale dated _____, 200__ (Redacted)
Exhibit "B" – Description of Redevelopment Area, Block and Lot designation
Exhibit "C" – Performance Security and Consent of Surety
Engineer's list of items protected
Exhibit "D" – Title Deed of Record to Redeveloper and Affidavit of Owners names of all persons holding 10% or more in the entity (to be attached)
Exhibit "E" - Redeveloper's filed Certificate of Incorporation and list of Officers, Members and/or Shareholders
Exhibit "F" - State of New Jersey Corporation Certificate of Good Standing
Exhibit "G" - Resolution of Preliminary and Final Site Plan Approval (to be attached)
Exhibit "H" - Signed, sealed and dated Final Site Plan (to be attached)
Exhibit "I" - Sequence of construction, projected dates for each phase
Exhibit "J" - Insurance policies of public liability and property damage ($2,000,000.00 limit)
Exhibit "K" - Conceptual Architectural Plans and Elevation dated _____

AGREEMENT, COVENANTS, OBLIGATIONS AND RESTRICTIONS

a. **Agreements of Sale**. The Redeveloper is the equitable title owner in the property described and known as Block 10801, Lots 6 and 10; and Block 10899, Lots 1 through 3 in the Redevelopment Area, under the redacted terms and conditions set forth in the Agreements of Sale attached as Exhibits "A" and "A-1" hereto.

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f.1. Anything to the contrary notwithstanding, the Redeveloper shall commence construction of the first phase improvement not later than twenty-four (24) months from issuance of the first construction permit. The Redevelopment Entity may grant extensions of this time period in the event that the Redeveloper is delayed by reason of significant factors beyond its control. Notwithstanding any extensions of time that may be granted in the sole discretion of the Redevelopment Entity, in the event that the Redevelopment Improvement Project is not completed within ten (10) years of the commencement date, the Redevelopment Entity shall have the sole discretion to declare the Redeveloper in default of this Agreement, and seek a forfeiture of all security placed by the Redeveloper.

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The administration, operation and management of the Redevelopment Improvement Project and all aspects of the funding of the Redevelopment Improvement Project, including equity, funding and construction, interim and permanent financing, shall be at the sole cost and liability of the Redeveloper.

The Phasing, sequencing of construction and the dates on which each project phase is to be commenced shall be determined by the Redeveloper, subject to approval by the Planning Board as a component of preliminary approval, and shall be consistent in area as set forth in Exhibit "H" attached hereto, and in architectural concept with Exhibit "K" subject to finalization of the concept.

Nothing herein is intended to preclude or limit the right of the Redeveloper to commence work on multiple phases concurrently or to require that any one phase be completed prior to commencement of work on different phases. The Parties recognize that the dates to be listed on Exhibit "I" depend upon certain technical matters and market considerations that may not be determined at this time, thus, they shall be affixed in initial form when Exhibit "H" is affixed. Further, the Redeveloper may prepare an updated sequence plan, from time to time, which updated sequence plan shall require Redevelopment Entity approval, which may not be unreasonably withheld.

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and work performed and materials, fixtures and equipment used in connection therewith shall be in full compliance with all laws of the State of New Jersey.

j. **Environmental Remediation**. The Redeveloper shall be responsible for any and all environmental remediation necessary to the Redevelopment Improvement Project, if any. The Redeveloper shall be responsible to obtain all necessary environmental permits, if any, including the receipt of letters of "No Further Action" from the New Jersey Department of Environmental Protection.

k. **Permits and Approvals.** The Redeveloper shall pursue diligently all permits and approvals necessary to complete the Redevelopment Improvement Project within the time required and outlined herein. The Township of Gloucester will proceed diligently to issue all permits necessary in accordance with the laws of the State of New Jersey governing the respective permit following the posting of all performance guarantees and security required by the Municipal Land Use Law and this Redevelopment Agreement.

l. **Performance Security**. The Redeveloper shall provide the Township of Gloucester with third-party financial security from a qualified security provider, licensed to conduct business in the State of New Jersey, securing the specific obligations of the Redeveloper with respect to the public improvement portions of the Redevelopment Improvement Project, and any public improvement component thereof, through completion, and shall post same in phases prior to construction of such phase, in an amount equal to 120% of the improvements which are to be dedicated to public ownership for that phase. The Performance Security shall remain in effect during the period commencing with the date the same is required to be posted and ending on the date the certificate of completion is issued. The Performance Security shall be other than, and in addition to, any Performance Bond that is required pursuant to the Municipal Land Use Law of the State of New Jersey, and the Gloucester Township Planning Board approvals, unless they guarantee the same performance. The amount of the Performance Security set by this Redevelopment Agreement shall be as established by the Redevelopment Entity's professional(s), including the designated architect reference building improvements, and the Township Engineer reference site improvements, who shall assure conformance with the Blackwood West Redevelopment Plan and standards, with such performance guarantee as above, to protect the completion of the public improvements in that phase to be dedicated to public use, as they relate to the Redevelopment Entity. Such performance guarantee may be released in phases on periodic request for reduction consistent with the MLUL.

m. **Certificate of Completion**. The Project shall be deemed to be complete and a certificate of completion shall be issued by the Township of Gloucester at such time as the Redeveloper has performed all aspects of the Redevelopment Improvement Project as described by this Redevelopment Agreement and as approved by the Planning Board of the Township of Gloucester, the certificate of completion shall be issued to the Redeveloper. The issuance of a certificate of completion shall constitute a conclusive determination that the Redevelopment Improvement Project has been completed in accordance with the provisions of this Redevelopment Agreement. The certificate of completion is to be issued by the Township of Gloucester and in proper form for recording in the County Clerk's Office for the County of Camden. Said recording shall serve as acknowledgment that the Redevelopment Improvement Project has been satisfactorily completed, that the Redeveloper has performed all of its duties and obligation under this Agreement. Prior to final completion certification, the Authority does hereby give, authorize, allow and consent of the Township of Gloucester, Redevelopment Entity, to the Redeveloper's sale, lease, transfer or other disposition of any completed residential unit of the property within the Redevelopment Project area on issuance of a Certificate of Occupancy, which shall serve as a certificate of no default as to performance of Redeveloper under this Agreement as to that unit.

m.1. Nothing herein shall prevent Redeveloper from encumbering the Property with construction and acquisition financing liens and encumbrances.

m.2. Upon satisfactory completion of the Redevelopment Improvement Project by the Redeveloper as determined by the Redevelopment Entity professionals, the Township of Gloucester shall issue a certificate of completion within forty-five (45) days of receipt of written request from the Redeveloper, or such other mutually agreed time. In the even that the Township of Gloucester shall refuse to issue a certificate of completion within forty-five (45) days of the receipt of written request by the Redeveloper, or such mutually agreed time, the Township of Gloucester, as Redevelopment Entity, shall provide to the Redeveloper a written statement setting forth the aspects of the Redevelopment Improvement Project that the Redeveloper has failed to complete, the aspects of this Redevelopment Agreement that the Redeveloper is in default and the measures or acts to be taken by the Redeveloper that are necessary to the issuance of a certificate of completion.

n. **Covenants and Restrictions**. The covenants and restrictions to be imposed upon the Redeveloper, its successors and assigns, pursuant to this Agreement, and in accordance with N.J.S.A. 40A:12A-9, shall be covenants and restrictions running with the land, and shall include, but not be limited to, the following:

1. To construct the housing proposed in the Redevelopment Zone in accordance with the requirements of the Certificate of Completion.

2. To construct the Redevelopment Improvement Project, and any applicable component thereof in accordance with this Redevelopment Agreement, the Redevelopment Law, the Redevelopment Plan, the Zoning Ordinance regulating the Redevelopment Zone, the Blackwood West Redevelopment Plan, the Gloucester Township Land Development Ordinance as applies to site improvements and land development procedures not contained in the Blackwood West Redevelopment Plan, and the Resolution of the Planning Board of the Township of Gloucester. In the event that the Redeveloper desires any changes or modifications to the Redevelopment Plan, the Redevelopment Entity's, and/or Planning Board's, prior written approval must be secured prior to proceeding with any activity relating to such proposed modifications.

3. To commence Phase I work as soon as permits are issued and delivered to the Developer and to complete such phase commenced same within forty-eight (48) months following commencement, all such time periods shall be subject to reasonable extension agreed to in the sole discretion of the Township of Gloucester as the Authority, which shall not be unreasonably withheld.

4. To not sell, lease or otherwise transfer any lots within the Redevelopment Area excepting the land for transfer with a unit sale affirmed as issuance of the Certificate of Occupancy for that unit, without consent of the Authority, which shall not be unreasonably withheld. If written consent is given, any such agreement of sale, lease, or other transfer shall include statement that the sale, lease or transfer is contingent upon the Redeveloper's satisfactory completion of the Redevelopment Improvement Project. Nothing herein shall prevent nor delay the right of the Redeveloper to sell a residence unit to a purchaser prior to a certification of completion of a phase or the whole project, so long as that phase has posted a performance guaranty, consent being required for such transfer of all or substantially all of the Project prior to unit construction.

5. The Redeveloper, or any person claiming under or though 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 gender, in the sale, lease, sub-leases, transfer, use, occupancy or enjoyment of the Redevelopment Improvement Project.

6. It is intended and agreed that the Township of Gloucester shall be deemed beneficiary of this Agreement and covenants contained herein, for its own right and the rights, benefits and protection of the interest of the community of the Township of Gloucester for whose benefit this Agreement and covenants have been provided.

o. **Representations and warranties of Redeveloper**. The Redeveloper represents and warrants to the Redevelopment Entity that:

1. It is a limited liability company of the State of New Jersey and is in good standing under the laws of the State of New Jersey.

2. That it has legal right and authority to enter into this Redevelopment Agreement.

3. That the Redevelopment Agreement has been duly executed and is legally binding upon the Redeveloper, and that the execution of the Redevelopment Agreement does not violate or constitute a default of any other agreement of the Redeveloper.

4. That there are no suits or other legal actions pending or threatened that would have a material adverse effect upon the Redeveloper's financial ability to complete the conditions of this Redevelopment Agreement.

5. The ownership structure of the Redeveloper is set forth in Exhibit "D". At any time as may be requested by the Redevelopment Entity, the Redeveloper shall provide updates to the ownership structure, naming any person owning or having a 10% or greater interest in the Redeveloper.

p. **Non-Assignment of Rights.** The Redeveloper shall not assign this redevelopment agreement, or any rights, duties, obligations or liabilities without first securing written consent by the Redevelopment Entity, which consent shall not be unreasonably withheld.

q. **Events of Default.** Except as otherwise provided herein, the Redeveloper shall be deemed in default of its obligations under this agreement upon the occurrence of any of the following events;

1. The Redeveloper fails to pay any of the project cost and or fees required herein.

2. The Redeveloper fails to construct the improvements in accordance with this agreement, the Redevelopment Plan, approvals granted by the Gloucester Township Planning Board, or fails to perform any of the covenants, conditions and obligations contained herein.

3. The Redeveloper shall have applied for or consented to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, or said appointment being .without consent of the Redeveloper; or the Redeveloper has made a general assignment for the benefit of creditors; a voluntary or involuntary petition for bankruptcy has been filed.

4. The Redeveloper is in default of any of its contractual or financial obligations with respect to the Redevelopment Improvement Project; the filing of a complaint in foreclosure against the

Redeveloper or the issuance of a deed in lieu of foreclosure for any financial institution.

5. The Redeveloper fails to correct any default within sixty (60) days, or reasonable time beyond such sixty (60) days if Redeveloper is pursuing correction timely or challenging interpretation of default, of receipt of written notice of default being provided by the Redevelopment Entity. The occurrence of more than two (2) events of default may result in the correction period being reduced to thirty (30) days, but subject to same rights of cure and/or challenge. The occurrence of a fourth (4th) event of default shall cause the Redevelopment Entity to declare a default, demand forfeiture of the performance security, and proceed with any action at law or in equity to force the performance of any rights, remedies, obligations, agreements or covenants against the Redeveloper. Any act of default alleged hereunder must be material and substantial.

r. **Remedies on Default.** The Township Redevelopment Entity may default this Agreement and take whatever action at law or equity it deems desirable, in the event the Redeveloper fails to correct any default, subject to the limitations of Paragraph q.5. above on one hundred twenty (120) days notice of default being provided. by the Redevelopment Entity. The occurrence of a fourth event of default, subject to rights of cure and challenge per Paragraph q.5 above, may cause the Redevelopment Entity to declare a default, demand forfeiture of the performance security, and proceed with any action at law or in equity to force the performance of any rights, remedies, obligations, agreements or covenants against the Redeveloper.

All reasonable cost and expenses incurred by the Redevelopment Entity resulting from said event of default, including but not limited to legal fees, court cost and related expenses, all taxes, assessments, water and sewer charges, shall be the responsibility of the Redeveloper.

s. **Insurance.** From and after the date of execution of this Agreement, the Redeveloper shall provide and maintain insurance for the project site, as provided in Exhibit "I", until such time as the project is complete. The Township of Gloucester, as Redevelopment Entity, shall be named as added insured on all policies of insurance.

t. **Indemnification.** The Redeveloper agrees to indemnify and hold the Township of Gloucester, as Redevelopment Entity, free and harmless from and against all liability, claims, or causes of action by reason of personal liability, death or damage to property, real, personal or mixed caused by the Redeveloper's own acts or omissions. This agreement to indemnify shall include the obligation to reimburse for reasonable legal fees and costs expended in connection with any claim, environmental claims, demands, suits or actions.

The Redevelopment Entity agrees to indemnify and hold the Redeveloper, free and harmless from and against all liability, claims, or causes of action by reason of personal liability, death or damage to property, real, personal or mixed, caused by the Redevelopment Entity's own acts or omissions. This agreement to indemnify shall include the obligation to reimburse for reasonable legal fees and costs expended in connection with any claim, environmental claims, demands, suits or actions.

u. **Roadway Interconnection.**

u.1. The parties recognize the importance to the Redevelopment Zone of interconnection of multiple projects. This Redeveloper agrees that if, within five (5) years of the grant of preliminary site plan and/or subdivision approval respecting this Redeveloper's project, the town obtains, without the Redeveloper's participation, an easement or right-of-way across lands of adjacent property owners for a municipal road connecting this project with the "Riiff project", a/k/a Blackwood Redevelopment Corporation project, for which the town holds performance guarantee of Riiff's implementation of an interconnecting driveway, then and in those events, this Redeveloper agrees to design and implement the construction of such interconnection between the Riiff property and this project within the said Township easement/right-of-way of a municipal road, understanding that the location of such way will be consistent with this project design of its interconnection and the existing plan referred to as _____ of the Riiff interconnection location, that such design and construction will be as an access interconnection and <u>not</u> constructed to the standard of a municipal road. Further, the municipality of Gloucester Township does agree and provide its indemnity and hold harmless from

and against any claim or claims by the contiguous property owners, their successors and assigns, and/or users of the roadway interconnection so long as such construction is consistent with the design requirements, which indemnity shall and does survive this Agreement and any construction.

u.1.1. Further, the Township of Gloucester commits to provide the Redeveloper a means of recapture of the Redeveloper's expense for design and implementation of the road interconnection, whether same be by contributions of third parties, as respects the Redeveloper's project for a period, and in a sum sufficient to recapture the design and construction cost. Such recapture to be to the extent of eighty percent (80%) of the design and construction cost to be allocated by the municipal engineer to participating projects based on the Land Development Ordinance standard, and if recaptured from a property owner having lands contiguous to the interconnection, that said property owner's contribution shall be pro-rata based upon lineal feet of frontage improvement (based on both sides of the interconnection).

u.2. The Redeveloper further agrees to investigate, and if reasonably cost effective, to implement a stream crossing by pedestrian walkway, keeping the town fully advised of its investigation and implementation by copies of all submissions by the Redeveloper to the Department of Transportation or Department of Environmental Protection respecting such crossing. The parties acknowledge that the Redeveloper is not expected to rebuild any infrastructure impacting the Black Horse Pike, and that such circumstance shall be deemed an unreasonable expense terminating this provision. This concept is an effort to interconnect the two sides of the environmentally sensitive area which bisects the project, by providing walking paths to assist the utilization of such a natural feature by pedestrians.

v. **Notices**. As to the Redeveloper:

Hill Creek, LLC
290 Rosenhayn Avenue
Bridgeton, New Jersey 08302

Mailing Address:
P. O. Box 562
Woodbury, New Jersey 08096

cc: Robert D. Mintz, Esq.
Freeman & Mintz, P.A.
34 Tanner Street
Haddonfield, New Jersey 08033

As to the Redevelopment Entity:

Township Council
Township of Gloucester
P. O. Box 8 – Chews Landing Road
Blackwood, New Jersey 08012

cc: David F. Carlamere, Esq.
Carlamere & Schemanski
P. O. Box 1367 – 1546 Blackwood/Clementon Road
Blackwood, New Jersey 08012

w. **Governing Law**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

x. **Severability**. If any article, section, sub-section, term or provision of this Agreement, or the application thereof to any party or circumstance shall be invalid or unenforceable, the remainder of any article, section, sub-section, term or provision of this Agreement shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

y. **Binding Effect.** This Agreement and each of the provisions hereof, shall be binding upon and inure to the benefit of the Redevelopment Entity, Township of Gloucester, Redeveloper, and their respective successors and assigns.

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

ATTEST:

Rebecca L. Dewell

HILL CREEK, LLC
t/a SOUTHWIND DEVELOPMENT

By: James Pope

ATTEST:

Rosemary D. Josie
4-23-07

TOWNSHIP OF GLOUCESTER AS
INDEMNITOR AND
REDEVELOPMENT ENTITY

By: Glen V Bianchini

File #L21560M
RDM-4/9/07

State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Site Remediation and Waste Management Program
Bureau of Ground Water Pollution Abatement
Mail Code: 401-05V
P.O. Box 420
Trenton, NJ 08625-0420
Phone: (609) 292-8427
Fax: (609) 633-1454

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

May 23, 2017

Fiona Livingstion
Sunoco, Inc.
10 Industrial Highway
Lester PA 19029

Re: Revised Classification Exception Area/Well Restriction Area
Sunoco Service Station # 0013-4072
1205 Laurel Road & Blackwood Clementon Road
Lindenwold Borough, Camden County
Program Interest Number: 016431
Subject Item ID: CEA100153696

Dear Ms. Livingston,

The New Jersey Department of Environmental Protection (Department) established a Classification Exception Area/Well Restriction Area (CEA/WRA) for contamination in the ground water at this site on August 10, 2000. Although contamination in the ground water at this site remains above the Ground Water Quality Standards (N.J.A.C. 7:9C-1.7), additional data has been provided which necessitates a revision to the established CEA to more accurately reflect ground water conditions. The Department has based this determination on environmental data provided by the Licensed Site Remediation Professional (LSRP), David A. Jones, on a CEA/WRA Fact Sheet Form received by the Department on September 15,2015, and amended by electronic correspondence dated March 23, 2017, April 3, 2017 and May 11, 2017. The Department has revised the CEA/WRA to indicated the decrease in concentration of Benzene, Toluene, Ethylbenzene, Total Xylenes and Tentatively Identified Volatile Organic Compounds (Synthetic Organic Compounds), an increase in concentration of Methyl Tertiary Butyl Ether, the addition of Tertiary Butyl Alcohol, the removal of Block 11402, Lot 67, Block 11402, Lot 69 and Block 240, Lot 1.02 as well as the addition of Block 1, Lot 1.01, as described by the enclosed CEA Fact Sheet.

The ground water contamination is attributed to discharges that occurred at the site referenced above. This CEA/WRA is based upon site specific modeling and indeterminate. Attainment of the Ground Water Quality Standards will be confirmed through sampling. Consistent with

N.J.A.C. 7:26C-7.3, the CEA/WRA may also be revised or removed at any time based on new relevant data to more accurately reflect ground water conditions.

Thank you for your attention to this matter. If you have any comments or questions regarding this CEA/WRA, please contact David Harris at (609) 777-0236.

Sincerely,

Mary Anne Kuserk, Chief
Bureau of Ground Water Pollution Abatement

Enclosure

cc: David A. Jones, LSRP, EnviroTrac Ltd
Bureau of Information Systems
Laurel Hill Plaza Association
Clementon Ventures LLC
Lee Maimom, Tosco Marketing
Rosemary Di Josie, Municipal Clerk, Gloucester Township Municipal Clerk's Office
Deborah Jackson, Municipal Clerk, Lindenwold Borough Municipal Clerk's Office
Pet Hendricks, Deputy Clerk, Pine Hill Borough Municipal Clerk's Officer
Joseph Ripa , County Clerk, Camden County Clerk's Office
Dr. Paschal Nwako, Health Officer, Camden County Department of Health and Human Services
Kenneth Lechner, Director, Gloucester Township Planning Board
Nancy DiDomenico, Secretary, Lindenwold Borough Planning Board
Felix James, Director, Pine Hill Borough Planning Board
Andrew Levecchia, PP AICP, Director, Camden County Planning Board

Classification Exception Area/Well Restriction Area

Case Information

Subject Item	Designation
CEA100153696	84-03-20-04

Case ID: 016431 - LSR110001
Case Number: CEA Notification Letter
Preferred Id: 016431
Case: Sunoco S/S #0013-4072
Address: 1205 Blackwood Clementon Rd

City: Lindenwold Boro
County: Camden

Lot and Block of the Case

Block	Lot
11402	68
239	1.03

Site Location Map: Refer to Exhibit A – Site Location Map

Lot and Block of the CEA

Subject Item	Block	Lot	Municipality
CEA100153696	1	1.01	Pine Hill Boro
CEA100153696	11402	29.01	Gloucester Twp
CEA100153696	11402	68	Gloucester Twp
CEA100153696	239	1.03	Lindenwold Boro
CEA100153696	240	1.01	Lindenwold Boro

Facility Contact(s)

Responsible Party(s): Fiona Livingston
Sunoco Inc
10 Industrial Highway
Lester PA 19029

NJDEP Contact: Bureau of Ground Water Pollution Abatement
(609) 292-8427

CEA Information

Subject Item	Description
CEA100153696	CEA encompasses an area of 41,541.21 sq ft and extends 40 ft off the property east across Laurel Rd and 145 ft off the property to the southeast across Blackwood Clementon Rd.

Subject Item	Affected Aquifer	Vertical Depth
CEA100153696	Kirkwood	50

Subject Item	Classification
CEA100153696	II-A

Contaminant

This CEA/WRA applies only to the contaminants listed in the table below. The ground water quality criteria / primary drinking water standards for these contaminants are listed in parts per billion (ppb). All constituents standards (N.J.A.C. 7:9C-1.6) apply at the designated boundary. Consistent with N.J.A.C. 7:26E-2.1(d), if Tentatively Identified Compounds are present, all Alkane conentrations attributed to petroleum contamination are to be totaled and treated as a single individual compound (Synthetic Organic Compound).

Subject Item	Contaminant	Concentration (1)	GWQS (2)
CEA100153696	Benzene	2300 Micrograms Per Liter	1 Micrograms Per Liter
CEA100153696	Ethylbenzene	1300 Micrograms Per Liter	700 Micrograms Per Liter
CEA100153696	Methyl tert-butyl ether	4600 Micrograms Per Liter	70 Micrograms Per Liter
CEA100153696	Naphthalene	3070 Micrograms Per Liter	300 Micrograms Per Liter
CEA100153696	Synthetic Organic Chemicals - Non Carcinogen [Total]	30000 Micrograms Per Liter	500 Micrograms Per Liter
CEA100153696	Tert-butyl alcohol	1600 Micrograms Per Liter	100 Micrograms Per Liter
CEA100153696	Toluene	4400 Micrograms Per Liter	1000 Micrograms Per Liter
CEA100153696	Xylenes (total)	7900 Micrograms Per Liter	1000 Micrograms Per Liter

Note: *(1)* Maximum concentration detected at the time of CEA establishment
(2) Ground Water Quality Standards

CEA Boundary: Refer to Exhibit B – CEA Boundary Map

Projected Term of CEA:

Subject Item	Date Established
CEA100153696	8/10/2000

Subject Item	*Duration in Years*
CEA100153696	Indeterminate

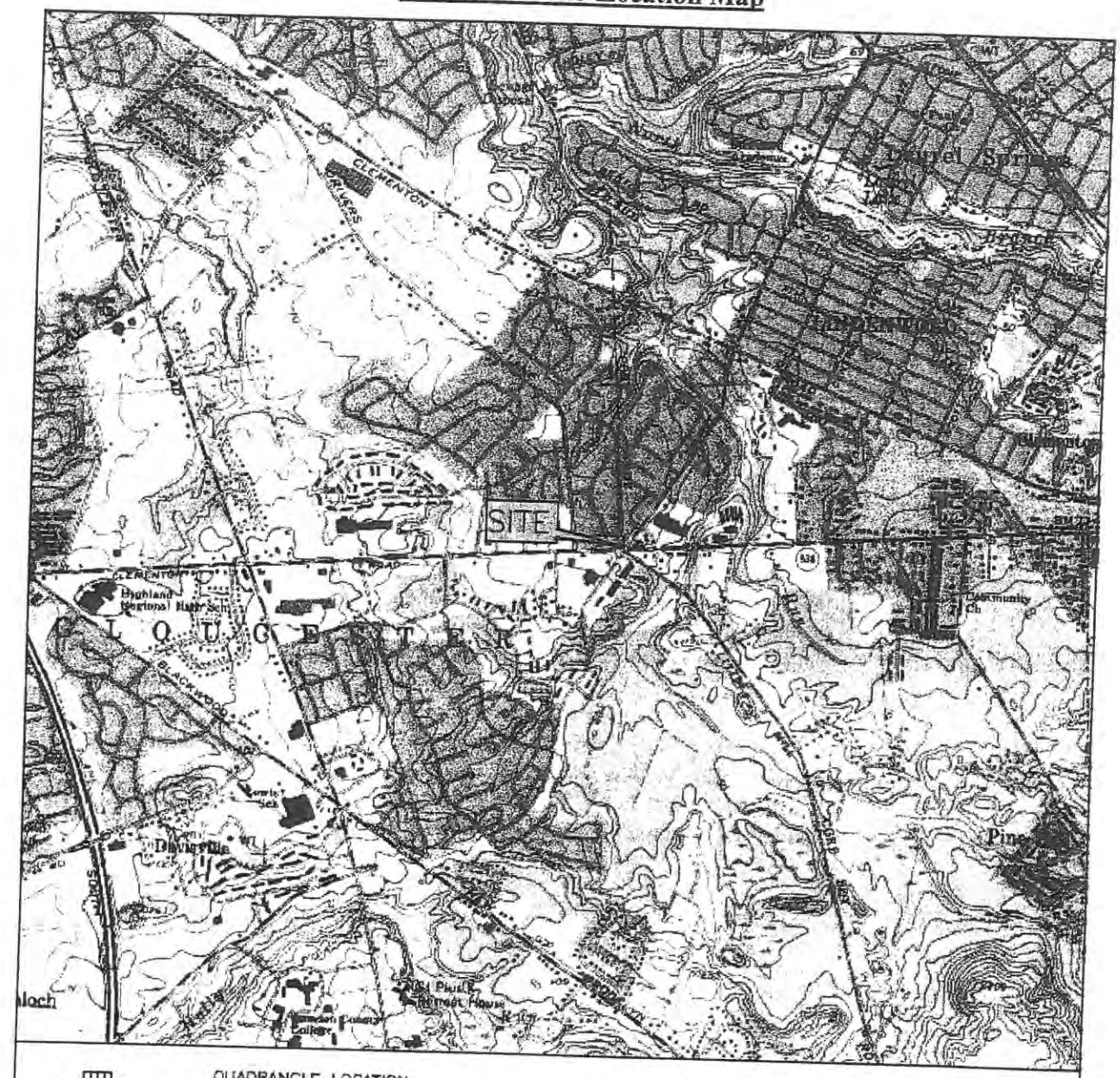
Comment

Note **Since groundwater quality data indicates exceedance of contaminants above the Primary Drinking Water Standards, and the designated uses of Class II-A aquifers include potable use, the CEA established for this site is also a Well Restriction Area. The extent of Well Restriction shall coincide with the boundaries of the CEA**

Well Restrictions set within the boundaries of the CEA

Subject Item	*Restriction*
CEA100153696	Double Case Wells: With the exception of monitoring wells installed into the first water bearing zone, any proposed well to be installed within the CEA/WRA boundary shall be double cased to an appropriate depth in order to prevent any vertical contaminant migration pathways. This depth is either into a confining layer or 50 feet below the vertical extent of the CEA.
CEA100153696	Evaluate Production Wells: Any proposed high capacity production wells in the immediate vicinity of the CEA/WRA should be pre-evaluated to determine if pumping from these wells would draw a portion of the contaminant plume into the cone of capture of the production wells or alter the configuration of the contaminant plume.
CEA100153696	Sample Potable Wells: Any potable well to be installed within the footprint of the CEA/WRA shall be sampled annually for the parameters of concern. The first sample shall be collected prior to using the well. If contamination is detected, contact your local Health Department. If the contamination is above the Safe Drinking Water Standards, then the NJDEP Hot Line should be called. Treatment is required for any well that has contamination above the Safe Drinking Water Standards.

Exhibit A – Site Location Map



QUADRANGLE LOCATION:
RUNNEMEDE, NEW JERSEY

SOURCE: USGS 7.5 MINUTE SERIES
REVISED/INSPECTED: 1994
CONTOUR INTERVAL: 20 FEET

0 2,000 6,000 FEET
1,000 4,000

N W E S

FIGURE #	SITE LOCATION MAP	DRAWN BY: CM	EnviroTrac ENVIRONMENTAL SERVICES 6 TERRI LANE, SUITE #350, BURLINGTON, NJ 08016 PHONE: (609)387-5553 FAX: (609)387-5533
1	SUNOCO SERVICE STATION #0013-4072 1205 BLACKWOOD-CLEMENTON ROAD LINDENWOLD, NEW JERSEY	REVISION DATE: 7/10/2014	

Exhibit B – CEA Boundary Map

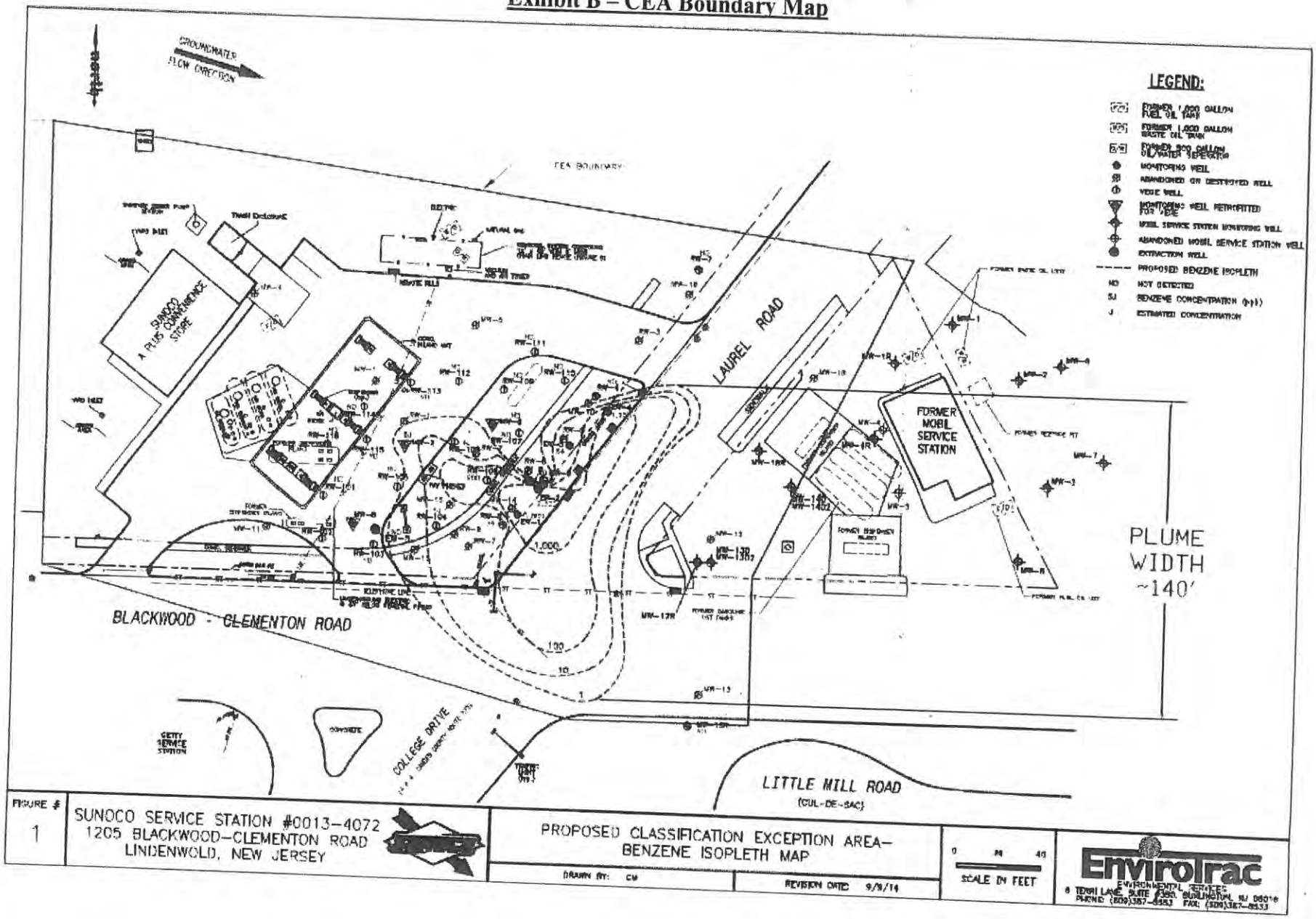


FIGURE #				
1	SUNOCO SERVICE STATION #0013-4072 1205 BLACKWOOD-CLEMENTON ROAD LINDENWOLD, NEW JERSEY	PROPOSED CLASSIFICATION EXCEPTION AREA– BENZENE ISOPLETH MAP	0 20 40 SCALE IN FEET	EnviroTrac ENVIRONMENTAL SERVICES 8 TERRI LANE, SUITE 130, BURLINGTON, NJ 08016 PHONE: (609)387-8953 FAX: (609)387-8533
		DRAWN BY: CM / REVISION DATE: 9/9/14		

RECEIVED
JUN 7 2017
MAYOR'S OFFICE

May 10, 2017

Dear Honorable Mayor David Mayer,

Chairman Scott Owens

Board Planner Ken Lechner

It has been an honor to serve on the Gloucester Township Planning Board these past few years however, there have been changes in my personal life and career which will not allow me the time to serve on the board, upon receipt of this letter I officially will be resigning. I appreciate serving with all of the board members and wish each a level of gratitude while working side by side on changing the community landscape while making Gloucester Township a great place to work and live. Thank you for the opportunity.

Respectfully Submitted,

Walter E Dority Jr.

June 2, 2017

BAH 005.01

Certified Mail

Township of Gloucester Planning Board
Attn: Chairperson
1261 Chews Landing Road
Clementon, New Jersey 08021

RECEIVED
JUN 05 2017

RE: Application submitted by:

Valleybrook Overlook, LLC

Regarding property at:

100 Green View Terrace
Block 7901, Lot 1.02
Township of Gloucester, Camden County, New Jersey

Dear Interested Party:

We are sending you this letter to inform you that Valleybrook Overlook, LLC is submitting an application for a permit or approval to the New Jersey Department of Environmental Protection (NJDEP) under the Freshwater Wetlands Protection Act rules, N.J.A.C. 7:7A. The permit or approval will either establish the boundary of freshwater wetlands on the above property, or will authorize the applicant to conduct regulated activities on the property.

The applicant is applying for the following approval(s):

_X_ Letter of interpretation (establishes the official boundary line of any regulated freshwater wetlands, open waters, or transition areas on the property, and if freshwater wetlands are present, identifies their resource value)

____ General Permit authorization (authorizes regulated activities, such as construction or development, in wetlands and adjacent transition areas)

____ Individual Transition Area Waiver (authorizes regulated activities, such as construction or development, in areas adjacent to wetlands)

____ Individual freshwater wetlands permit (authorizes regulated activities, such as construction or development, in both wetlands and adjacent transition areas)

____ Open water fill permit (authorizes regulated activities, such as construction or development, in open waters)

The activities for which the application requests NJDEP approval are (all of those that apply are checked below):

_X_ No regulated activities, just establishing where regulated wetlands (if any) are found on the property

____ Cutting or clearing of trees and/or other vegetation

____ Placement of pavement or other impervious surface

____ Placement of one or more buildings or other structures

____ Expansion of existing pavement, buildings, or other structures

____ Other (describe):

_____

If you would like to inspect a copy of the application, it is on file at the Municipal Clerk's Office in the town in which the property is located, or you can call the NJDEP at (609) 777-0454 to make an appointment to see the application at NJDEP offices in Trenton during normal business hours.

The rules governing freshwater wetlands permits and approvals are found in the NJDEP's Freshwater Wetlands Protection Act rules at N.J.A.C. 7:7A. You can view or download these rules on the NJDEP, Division of Land Use Regulation website at www.nj.gov/dep/landuse, or you can find a copy of these rules in the county law library in your county courthouse.

The NJDEP welcomes any comments you may have on the application. If you wish to comment on the application, comments should be submitted to the NJDEP *in writing* within 30 days after the Department publishes notice of the application in the DEP Bulletin. The Department shall consider all written comments submitted within this time. The Department may, in its discretion, consider comments submitted after this date. Comments cannot be accepted by telephone. Please submit any comments you may have *in writing, along with a copy of this letter*, to:

New Jersey Department of Environmental Protection
Division of Land Use Regulation
Mail Code 501-02A
P.O. Box 420
Trenton, New Jersey 08625
Attn: Camden County Section Chief

When the NJDEP has decided whether or not the application qualifies for approval under the Freshwater Wetlands Protection Act rules, NJDEP will notify the Municipal Clerk of the final decision on the application.

If you have questions about the application, you can contact Steven M. Bach or his consultant, Marathon Engineering & Environmental Services, Inc. (addresses below).

Sincerely,

Valleybrook Overlook, LLC
Attn: Steven M. Bach
304 White Horse Pike
Haddon Heights, New Jersey 08035

Marathon Engineering & Environmental Services, Inc.
Attn: Donald W. Brickner
553 Beckett Road, Suite 608
Swedesboro, New Jersey 08085
856-241-9705

BACH Associates, PC
ENGINEERS • ARCHITECTS • PLANNERS

May 31, 2017

Township of Gloucester
Chews Landing-Clementon Road, at Hider Lane
PO Box 8
Blackwood, NJ 08012-0008

RECEIVED
JUN 03 2017
BY:

Attn: Ken Lechner, PP, AICP, Director/Planner
Dept. of Community Development and Planning

Re: Minor Site Plan
Paramount at Chews Landing, LLC
1236 Chews Landing Road
Block 20601, Lots 2 & 3
Review No. 2
Bach Project No. GTPB-2017-3

Dear Mr. Lechner:

The applicant for the above referenced project received Minor Site Plan approval at a meeting of the Planning Board on April 25, 2017. The Applicant is currently seeking to comply with the Resolution associated with application No. 1171013M. Our office has received the following revised application materials for the referenced project:

- Drawings entitled "Marketplace at Chews Landing – Dumpster, Block 20601, Lot 3, Gloucester Township, Camden County, New Jersey, Preliminary & Final Minor Site Plan", prepared by Consulting Engineer Services:

Sheet	Title	Date/Last Revision
1	Cover Sheet	3-2-17 / 4-20-17
2	Overall Existing Conditions Plan	3-2-17 / 4-20-17
3	Existing Conditions and Demo Plan	3-2-17 / 4-20-17
4	Overall Site Plan	3-2-17 / 4-20-17
5	Site Plan	3-2-17 / 4-20-17
6	Grading Plan	3-2-17 / 4-20-17
7	Landscape Plan	3-2-17 / 4-20-17
8	Site Construction Details	3-2-17 / 4-20-17
9	Site Construction Details	3-2-17 / 4-20-17
10	SESC Notes & Details	3-2-17 / 4-20-17
11	Vehicular Circulation Plan	3-2-17 / 4-20-17
1 of 1	Plan of Survey	3-21-16 / none

The applicant has addressed all of the outstanding items in our review letter of March 30, 2017 as well as engineering related items contained in the Board's approving resolution.

If there are any questions or if any additional information is required please contact this office.

Very truly yours,
BACH ASSOCIATES, PC

Steven M. Bach, PE, RA, PP, CME
President

Cc: Gloucester Township Planning Board Members
Richard Wells, Esq. (PB Solicitor)
Morris Levy, Applicant
Richard Goldsteign, Esq. Applicant's Attorney
Marie Baaden, PE, Applicant's Professional

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