

WESTAMPTON TOWNSHIP COMMITTEE MEETING

7:00 PM Regular Meeting

June 15, 2021

1. Call Regular Meeting to Order – 7:00 PM
2. Requirements of the Sunshine Law (This meeting was advertised in the Burlington County Times on January 4, 2021.)
3. Pledge of Allegiance
4. Moment of Silence
5. Roll Call
6. Approval of Agenda – motion & second required
7. Approval of Minutes: Regular Meeting Minutes 6/1/21, Executive Session Minutes 6/1/21 – motion & second required
8. Scheduled Appointments: none
9. Open Meeting to Public Comment on Agenda Items
10. Monthly Reports : Police, WTES, Public Works Reports; Tax Collector's Reports
11. Old Business: None
12. New Business:
13. Ordinances:
 - a. 6-2021 Bond Ordinance (second reading, motion & second required, then open to public) – this bond ordinance provides for the acquisition of various capital equipment for the Township, including vehicles for the police department, various pieces of equipment and an ambulance for WTES and various roadway improvements. Down payment is in the amount of \$53,000, total amount to be raised is \$1,005,590.
 - b. 7-2021 Cannabis Law (second reading, motion & second required, then open to public) – this ordinance prohibits the operation of any class of cannabis businesses within its geographical boundaries and amending section 250 of the Westampton Township Code.
14. Resolutions:
 - c. 76-21 Renew 2021-2022 Liquor Licenses – this resolution permits the annual renewal of Westampton Township's 9 liquor licenses (consumption, club and

distribution)

- d. 77-21 Clean Communities Grant – this resolution approves the insertion of a special item of revenue into the 2021 Municipal Budget. The amount is \$18,035.46 and is for Clean Communities Grant Program
 - e. 78-21 Redevelopment Authorization – this resolution approves the redevelopment agreement with Westampton Realty Urban Renewal, LLC and authorizes execution of the same.
 - f. 79-21 Refund Taxes, Block 1102.01, Lot 16 – this resolution allows for the refund of taxes due to a duplicate payment by both a mortgage company and a homeowner.
 - g. 80-21 Refund Taxes, Block 203.07, Lot 4 – this resolution allows for the refund of taxes due to a duplicate payment by both a mortgage company and a homeowner.
 - h. 81-21 Bullet Proof Vest Grant – this resolution approves the insertion of a special item of revenue into the 2021 Municipal Budget. The amount is \$2,337.94 and is for the Bullet Proof Vest Grant Program.
15. OPM Mailbox & Correspondence: none
 16. Committee Liaison Reports
 17. Dates to Remember: next Township Committee meeting July 13, 2021
 18. Open Meeting for Public Comment - Please remember to state your name and address for the record.
 19. Comments – Township Committee members
 20. Adjournment

Please note:

During the first public comment period, any resident or taxpayer of Westampton is welcome to comment on any governmental item of concern limited to the ordinances and resolutions being considered this evening. The second public comment period is open to any item of concern. A total of thirty (30) minutes has been allocated for each of the public comment periods. This time may be extended by the Committee.

If you wish to be heard, come to the podium and give your name and address to the Clerk for the record. The amount of discussion of any single speaker will be limited to three (3) minutes. Large groups are urged to select someone to represent them. No speaker shall engage in any personally offensive, derogatory or abusive remarks. The Mayor shall immediately call to order any speaker who violates this provision. An officer of the WTPD may remove any disruptive person at the Mayor's discretion.

Public Comment is an opportunity for the public to present their views—both positive and negative. It is not a question and answer period. Neither the Mayor nor Committee Members will engage in a back and forth exchange so speakers are encouraged to present all their views. The Mayor as well as any Committee Member may respond to any comment after such speaker is finished. The Mayor may refer the speaker to the Township Administrator, Department Head or any Committee Member to respond in writing.

WESTAMPTON TOWNSHIP

DRAFT

2021 Executive Session Minutes

June 1, 2021

This meeting was advertised in the Burlington County Times on January 4, 2021 and electronic notice was given pursuant to N.J.A.C. 5:39:1.5. The meeting was called to order at 6:03 PM by Mayor Sandy Henley. This meeting was conducted remotely via telephone conference call and Zoom meeting software.

Present: Mr. DeSilva, Mr. Henley, Ms. Mungo, Mr. Eckart, Solicitor Robert Wright, Administrator Wendy Gibson,
Absent: Mr. Wisniewski

Resolution 6-1-21 for closed/executive session to discuss attorney-client privilege matters. Motion to go into closed session made by Mr. DeSilva; seconded by Mr. Eckart.

Discussed:

1. Personnel
2. Attorney/Client privilege/pending litigation matter – discussion of cannabis law.

The meeting was re-opened to the public; motion made by Mr. DeSilva; seconded by Mr. Eckart. The meeting was opened to the public for comment; no comment was made and the meeting was adjourned at 7:32 PM.

Wendy Gibson
Acting Clerk/Administrator

WESTAMPTON TOWNSHIP COMMITTEE MEETING

DRAFT

7:00 PM Regular Meeting Minutes

June 1, 2021

The meeting was called to order and opened at 7:01 PM by Mayor Sandy Henley. Requirements of the Sunshine Law were read. This meeting was advertised in the Burlington County Times on January 4, 2021. This meeting was held remotely via telephone conference call and the Zoom app. The flag was saluted and there was a moment of silence.

Roll Call:

Committeeman DeSilva	Present
Committeeman Eckart	Present
Mayor Henley	Present
Committeewoman Mungo	Present (Arrived at 7:03)
Committeeman Wisniewski	Absent

Administrator Wendy Gibson was present. Robert Wright, Township Solicitor was also present.

Approve Agenda – motion to approve the agenda made by Mr. DeSilva; second by Ms. Mungo. All voted yes.

Minutes of the 5/18/21 meeting; motion to approve by Mr. Eckart; second by Ms. Mungo. DeSilva Abstained; Eckart, Henley and Mungo voted yes.

OPM Mailbox – No questions had been received.

Scheduled Appointments: Acting Township Clerk, Municipal Registrar, Land Development Board Secretary

Public Comments on Agenda Items

No comments were made

Monthly Reports: none

New Business: None

DRAFT

Ordinances:

a. 6-2021 Bond Ordinance (first reading, motion & second required) – this bond ordinance provides for the acquisition of various capital equipment for the Township, including vehicles for the police department, various pieces of equipment and an ambulance for WTES and various roadway improvements. Down payment is in the amount of \$53,000, total amount to be raised is \$1,005,590. Motion to introduce made by Mr. DeSilva; seconded by Mr. Eckart. All voted yes.

b. 7-2021 Cannabis Law (first reading, motion & second required) – this ordinance prohibits the operation of any class of cannabis businesses within its geographical boundaries and amending section 250 of the Westampton Township Code. Motion to introduce made by Mr. DeSilva; seconded by Ms. Mungo. All voted yes.

Resolutions:

a. 70-21 Payment of Vouchers – this resolution approves the payment of bills through 6/1/2021. Motion to approve made by Mr. Eckart; seconded by Ms. Mungo. All voted yes.

b. 71-21 Authorize A Shared Service Agreement – this resolution authorizes a shared service agreement between the Township and Westampton Township Board of Education for Waste Disposal and Composting. Motion to approve made by Mr. DeSilva; seconded by Ms. Mungo. All voted yes.

c. 72-21 Appoint Acting Municipal Clerk – this resolution authorizes the appointment of Acting Municipal Clerk for a 1-year term to Wendy Gibson. Motion to approve made by Mr. DeSilva; seconded by Mr. Eckart. All voted yes.
Oath of Office, Acting Township Clerk given to Ms. Gibson

d. 73-21 Appoint Land Development Board Secretary – this resolution authorizes the appointment of Land Development Board Secretary to Irene Barry. Motion to approve made by Mr. DeSilva; seconded by Ms. Mungo. All voted yes.

e. 74-21 Appoint Municipal Registrar – this resolution authorizes the appointment of Municipal Registrar for a 3-year term to Monique Wylie. Motion to approve made by Mr. Eckart; seconded by Mr. DeSilva. All voted yes.

Correspondence: none

Committee Liaison Reports: Mayor Henley wanted to remind everyone that flag football has started. The games are held on Fridays and Sundays; everyone should come out and support and cheer kids on.

DRAFT

Dates to Remember:

Next Township Committee Meeting – June 15, 2021 @ 7 PM; National Night Out – August 3, 2021.

Open to public Comment

Nancy Burkley, Olive Street – thanked the Committee for not allowing marijuana dispensaries to come to the township. She believes the police have enough to do and it will save time and manpower.

She also wanted to know how we can divide voting district up into 2 or more districts. District 1 is the largest. She suggested we work with the County to solve the problem to make voting and parking easier, or find a better place to hold voting. She suggested the Committee discuss it in a workshop session.

Committee Members Comments

Mayor Henley – hoped everyone had a great holiday weekend. Thanked the veterans for their service. Thanked the police, fire and residents who attended the ceremony.

Congratulations to Wendy, Monique, and Irene for the new positions.

Mr. Eckart – thanked everyone for coming out to the American Legion post wreath laying ceremony.

Motion to adjourn made by Mr. DeSilva; second by Mr. Eckart. All were in favor. There were no further comments and the meeting was adjourned.

Respectfully submitted,

Wendy Gibson, Acting Municipal Clerk

WESTAMPTON TOWNSHIP POLICE DEPARTMENT
710 RANCOCAS ROAD
WESTAMPTON NJ 08060
PHONE: (609) 267-3000 FAX: (866) 252-7006
CHIEF STEPHEN ENT

To: Westampton Township Committee
From: Chief Stephen Ent
Date: June 5, 2021
Subject: Police Department Report from May 1, 2021 thru May 31, 2021.

Training:

K9 Handler Training (Month):

Ptl. Schallus

BurlCO JIF Retreat:

Chief Ent (1 day), Lt. Ferguson (2 days)

CED Basic User Course: (2 days):

Ptl. Murphy, Ptl. Loures

Comprehensive Interview: (1 day)

Det. Nagle

Practical Patrol Techniques: (1 day):

Ptl. Murphy

Advanced Crime Scene: (40 hours):

Det. Nagle

Critical Incident Training (40 hours):

Ptl. Morrotto

Megan's Law Training: (1 day):

Dsg. Chieffalo, Det. Redfield

Personnel:

Ptl. Loures was released from her Field Training Program and she has been placed on a patrol squad for the remainder of the calendar year.

Ptl. Moran is assigned to the Burlington County Institute of Technology for the 2020-2021 school year.

Equipment:

The "Traffic Sign" was serviced and deployed at various locations for the month of **May**.

The portable "Speed Sign" was deployed in **May** in various places in town. This sign is able to detect speeds 24/7 on the street that it is deployed on.

During the month of **May**, the medicine drop box collected **3 pounds** of medication.

Activities:

On Tuesday May 4, 2021, Chief Ent and Lt. Ferguson attended the annual JIF retreat via zoom.

On Tuesday May 4, 2021, Lt. Bialous performed a tow auction with all of our tow companies.

On Thursday May 6, 2021, Lt. Ferguson attended the annual JIF retreat via zoom.

On Friday May 7, 2021, the Westampton Twp Police Department physical fitness team performed 14 fitness tests for new hires at the sports complex.

On Saturday May 8, 2021, Chief Ent, Lt. Ferguson, and Ptl. Schallus attended a dedication of a "K9 Hot/Pop" cage from Capital K9.

On Wednesday May 12, 2021, Chief Ent and Lt. Ferguson attended the annual Law Enforcement Memorial Service at the Burlington County Emergency Services Building.

On Tuesday May 18, 2021, Chief Ent attended the monthly JIF fund commissioner meeting via zoom.

On Tuesday May 18, 2021, Chief Ent attended the quarterly Governance Meeting with Burlington County representatives to combat homelessness.

On May 21, 2021, Lt. Ferguson, Lt. Bialous, Sgt. Lutz, and Ptl. Davis performed 10 or interviews for new hires at the municipal building.

On May 31, 2021, Lt. Ferguson, Ptl. Moran, and Ptl. Murphy attended the yearly Memorial Day wreath hanging ceremony at the American Legion.

Calls for service (Incidents) for **May** were **1748**. Motor vehicle summonses in **May** were **265**.

The detective division had **15** new cases that were opened in **May** and **13** were cleared or closed. Please refer to Dsg. Chieffalo's reports for further details.

The Westampton Twp Police Department also completed **15** firearm backgrounds.

Respectfully,



Chief Stephen Ent
Westampton Twp Police Department
(609)267-3000
Email: ent@wtpd.us

Westampton Township Police Department

710 Rancocas Road, Westampton, NJ 08060

Phone (609)267-3000 Fax: (609) 261-7551

Detective Monthly Activity Report

New Cases: 15 Month: May 2021

Homicide(s):	0	Motor Vehicle Burglary(s):	0
Aggravated Assault(s):	0	Fraud(s):	4
Sexual Assault(s):	0	Harassment / Threats(s):	0
Robbery(s):	0	Criminal Mischief(s):	0
Overdose(s):	0	Motor Vehicle Theft(s):	1
Burglary(s):	0	Unattended Death(s):	0
Larceny(s):	2	DNA Submission(s):	1
Bias Incident(s)	2	Found Firearm	1
Non-Fatal Overdose(s)	3	Police Information- Narcotics	1

Cases Cleared / Closed:	13	Megan's Law Notifications:	0
A.B.C. Investigations:	0	Megan's Law Registrations / Verifications	3
Firearms Background Checks:	10	Other Background Checks: (Military / Fire / DVRT / Etc.)	49
Arrests (Field Reporting):	Adult: 0	Juvenile: 0	
CDR's Generated:	Adult: 0	Juvenile: 0	

Training:

DSgt. Chieffalo, Det. Redfield and Det. Nagle attended a full day of Megan's Law Training conducted by the Burlington County Prosecutors Office and the New Jersey State Police at the Burlington County Emergency Service Center.

Criminal Complaints / Arrests:

The Criminal Intelligence Unit is investigating the theft of a catalytic converter from a truck belonging to Sigma Imaging located at 400 Highland Drive and a van belonging to Grace Baptist Church located at 479 Woodlane Road. Investigation for each theft revealed the last time the catalytic converters were observed on the vehicles was 5/4/2021.

The Criminal Intelligence Unit are continuing to investigate a no-hit shooting which occurred on Tuesday, March 30, 2021 at 8:50 PM on E. Pennington Drive in the area of David Street. Investigation at the scene revealed, the caller, a resident of E. Pennington Drive, reported

Westampton Township Police Department

710 Rancocas Road, Westampton, NJ 08060

Phone (609)267-3000 Fax: (609) 261-7551

hearing gunshots near his residence and observed two vehicles traveling in opposite directions on E. Pennington. A search of the area located three .380 caliber spent shell casings in the area of E. Pennington Drive and David Street. A review of residential surveillance video, revealed there were two vehicle's unknown make and model, following each other down E. Pennington. The first vehicle makes a u-turn at the dead end at David Street and begins to travel on Pennington Drive toward Howell. As both vehicle's pass each other traveling in opposite directions, three gun shots can be heard. There were no injuries or damage observed at the scene.

Other:

The Criminal Intelligence Unit is currently working on an audit of the Westampton Township Police Department's Evidence Room.

Project Medicine Drop Report: During the month of May, 3 pounds of medication was collected for destruction at a later date.

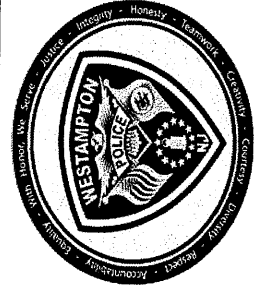
Signature:

Dsgt. S. O. V. C. R. Q. Q. # 2737

Date: Jun 7, 2021

Westampton Township Police Department Vehicle Mileage Report: June 1, 2021

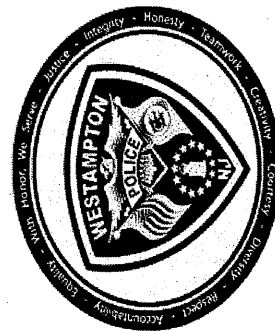
Veh#	Tag	VIN	Year	Make	Model	Unit	End	Start	Patrol	Unmarked	
1	177728MG	1FM5K8AR3FGC68693	2015	Ford	Interceptor	Patrol	54,470	53,471	999		
2	177729MG	1FM5K8AR1FGC68692	2015	Ford	Interceptor	Patrol	100,697	99,000	1,697		
3	32491MG	1GNSKFEC9KR364870	2019	Chevy	Tahoe	Patrol	22,392	20,841	1,551		
4	17730MG	1FM5K8ARXFGC68691	2015	Ford	Interceptor	Patrol	81,791	81,791	-		
5	17787MG	2C3CDXAT0EH367488	2014	Dodge	Charger	Patrol	76,745	74,771	1,974		
6	26225MG	1FM5K8AR8JGB34934	2018	Ford	Interceptor	Patrol	57,269	55,547	1,722		
7	30583MG	2C3CDXKT2KH518101	2019	Dodge	Charger	Patrol	36,055	34,533	1,522		
8	32490MG	1GNSKFEC0KR361713	2019	Chevy	Tahoe	Patrol	25,208	23,734	1,474		
9	MG91778	1FMJU1G56CEF52248	2012	Ford	Expedition	Patrol	128,147	128,013	134		
10	MG91777	2C3CDXKTKH514975	2019	Dodge	Charger	Patrol	31,752	30,232	1,520		
2708	MG71977	2FAHP71W66X134683	2006	Ford	Crown Vic	SRO	125,835	125,835	-		
	MG93120	2C3CDXAG9CH264702	2012	Dodge	Charger	Backup	111,102	111,025	77		
Admin	PUL31Z	1GNSK3EC4FR594255	2015	Chevy	Tahoe	Chief Ent	46,133	45,156	977	977	
Admin	D19AYE	1FMJU72E26UB62754	2006	Ford	Explorer	Dsg. Chieffalo	130,050	129,770	280	280	
Admin	D88EAD	2FAFP73V38X152301	2008	Chevy	Crown Vic	Det. Nagle	76,827	76,227	600	600	
DB1	V920305	2T1BURHE7EC041725	2014	Toyota	Corolla	Lt. Bialous	30,876	30,505		371	
DB2	MG91777	1FMJU1G58CEF52249	2012	Dodge	Charger	Det. Redfield	122,932	122,354		578	
DB3	GUJ74F	1FMJU1G58CEF52249	2012	Ford	Expedition	Lt. Ferguson	118,965	118,644		321	
							Patrol		14,527		
							Unmarked			3,127	
							Total Mileage				17,654



Westampton Township Police Department

Year 2021

	January	February	March	April	May	June	July	August	September	October	November	December	Year End Total
Arson	0	0	0	0	0								0
Traffic Summons	213	255	286	255	265								1274
Motor Vehicle Accidents	26	29	30	25	36								146
Assaults	0	4	3	1	4								12
Domestics	19	11	13	12	10								65
Rapes	0	1	0	0	0								1
Homicides	0	0	0	0	0								0
Larceny	11	12	10	24	12								69
Motor Vehicle Thefts	3	1	0	0	1								5
Burglaries	4	0	0	0	1								5
Adult Arrests	17	18	14	16	14								79
Juvenile Arrests	0	0	1	0	0								1
Robberies	0	1	1	1	1								4
Overdoses	1	2	3	4	3								13
Incidents	1627	1246	1603	1555	1748								7779



**WESTAMPTON TOWNSHIP
EMERGENCY SERVICES**

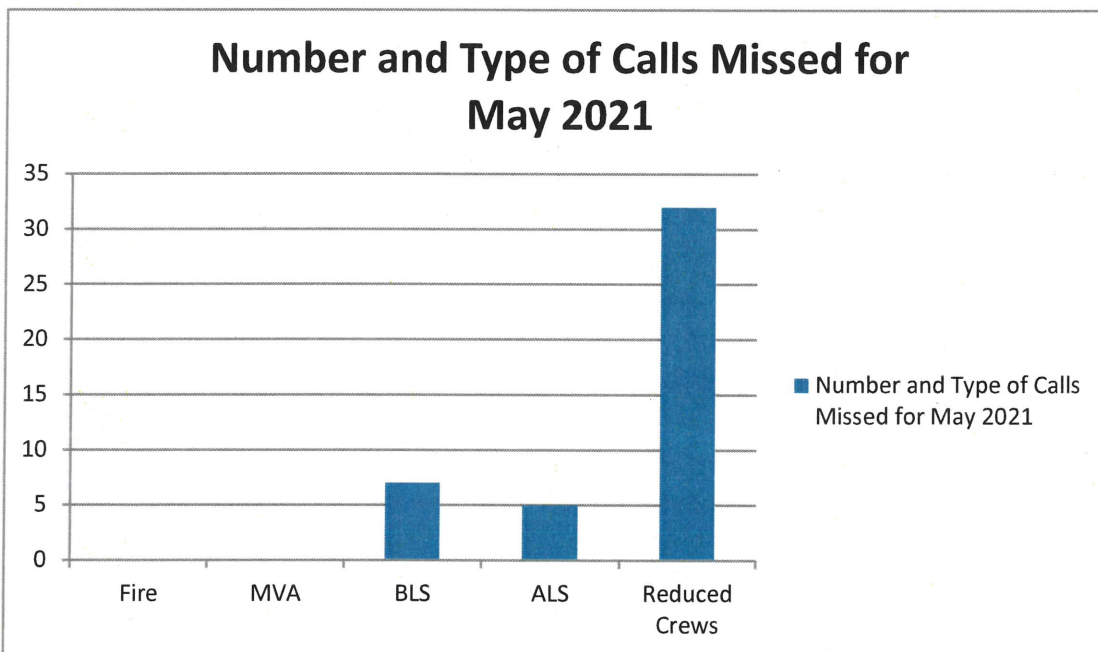


May 2021

CHARACTER – INTEGRITY – ACCOUNTABILITY

The Westampton Township Emergency Services was dispatched to **343** calls for service for the month of **May 2021** for a total of **1509** calls for the year. This is **146 calls more** than **May 2020** and an **increase of 318** calls year to date **2021**.

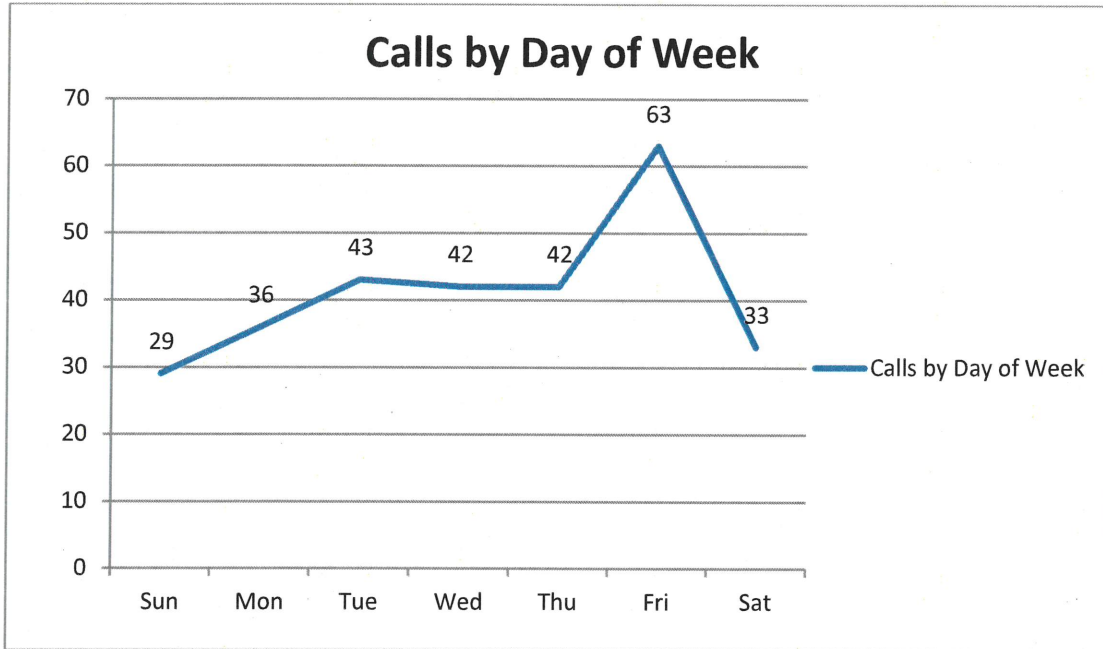
In **2021**, EMS calls account for **73%** of the departments call volume followed by **18%** for fire responses, lastly motor vehicle accidents make up **8%** of the Departments call volume. (<1% are missed/error call dispatches)



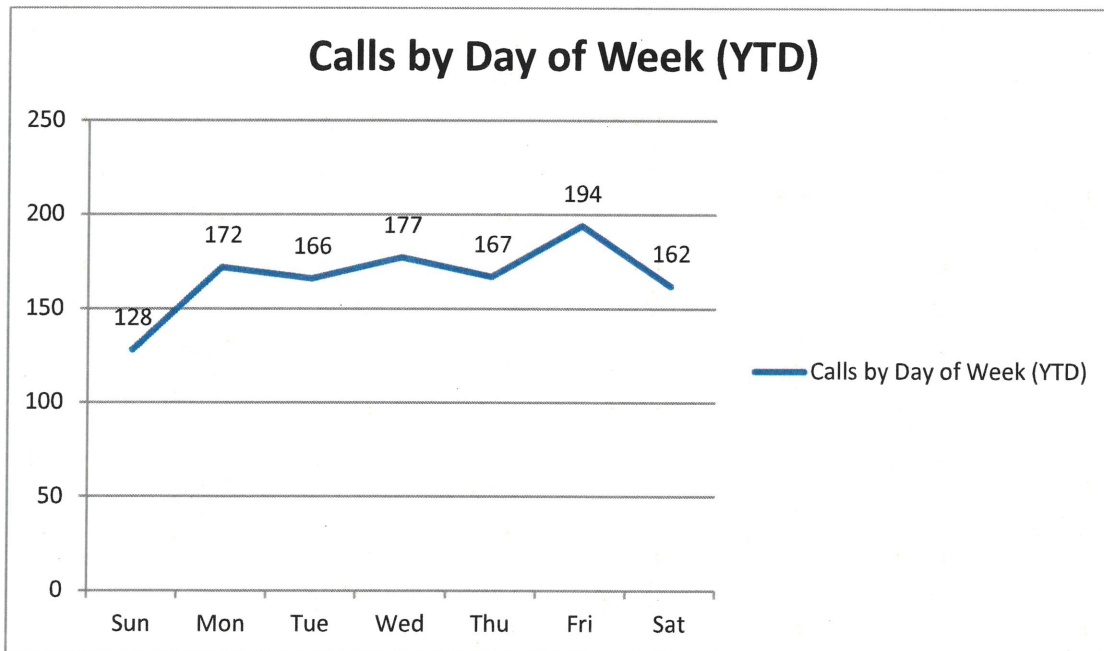
The department failed to respond to a total of **12** calls for the month. This represents **(3%)** of the total call volume. During the same time period the fire apparatus responded understaffed (3 or less) **32** times. This represents **(32%)** of total fire responses. Year to date the department has missed **29 (2%)** calls and responded understaffed **106 (26%)** times.

Missed calls 2021

	Month	Incident	Location	Why Missed	Handled By
1	January	BLS/70	Westampton	On BLS call	909
2	January	BLS/198	Eastampton	On fire call	509
3	January	BLS/200	Eastampton	On fire call	139
4	February	BLS/330	Westampton	On BLS call	509
5	February	ALS/392	Willingboro	On ALS call	
6	February	BLS/419	Willingboro	On fire call	
7	February	ALS/475	Eastampton	Training	509
8	February	BLS/484	Eastampton	On fire call	509
9	February	BLS/490	Westampton	On BLS call	909
10	February	BLS/527	Westampton	On BLS call	509
11	March	ALS/830	Eastampton	On BLS call	509
12	April	BLS/960	Westampton	On MVA	909
13	April	BLS/1146	Willingboro	Funeral	
14	April	Fire/1148	Westampton	On fire call	161
15	April	BLS/1149	Westampton	On fire call	909
16	April	BLS/1150	Westampton	Funeral	509
17	April	ALS/1152	Westampton	On BLS call	509
18	May	ALS/1181	Willingboro	On BLS call	
19	May	ALS/1215	Westampton	On MVA	909
20	May	BLS/1314	Westampton	On fire call	509
21	May	BLS/1323	Westampton	On BLS call	509
22	May	ALS/1330	Willingboro	On MVA	
23	May	ALS/1334	Westampton	On fire call	509
24	May	BLS/1369	Westampton	On BLS call	909
25	May	BLS/1422	Westampton	On fire call	509
26	May	ALS/1423	Willingboro	On fire call	
27	May	BLS/1424	Willingboro	On fire call	
28	May	BLS/1484	Eastampton	On BLS call	509
29	May	BLS/1485	Westampton	On BLS call	509

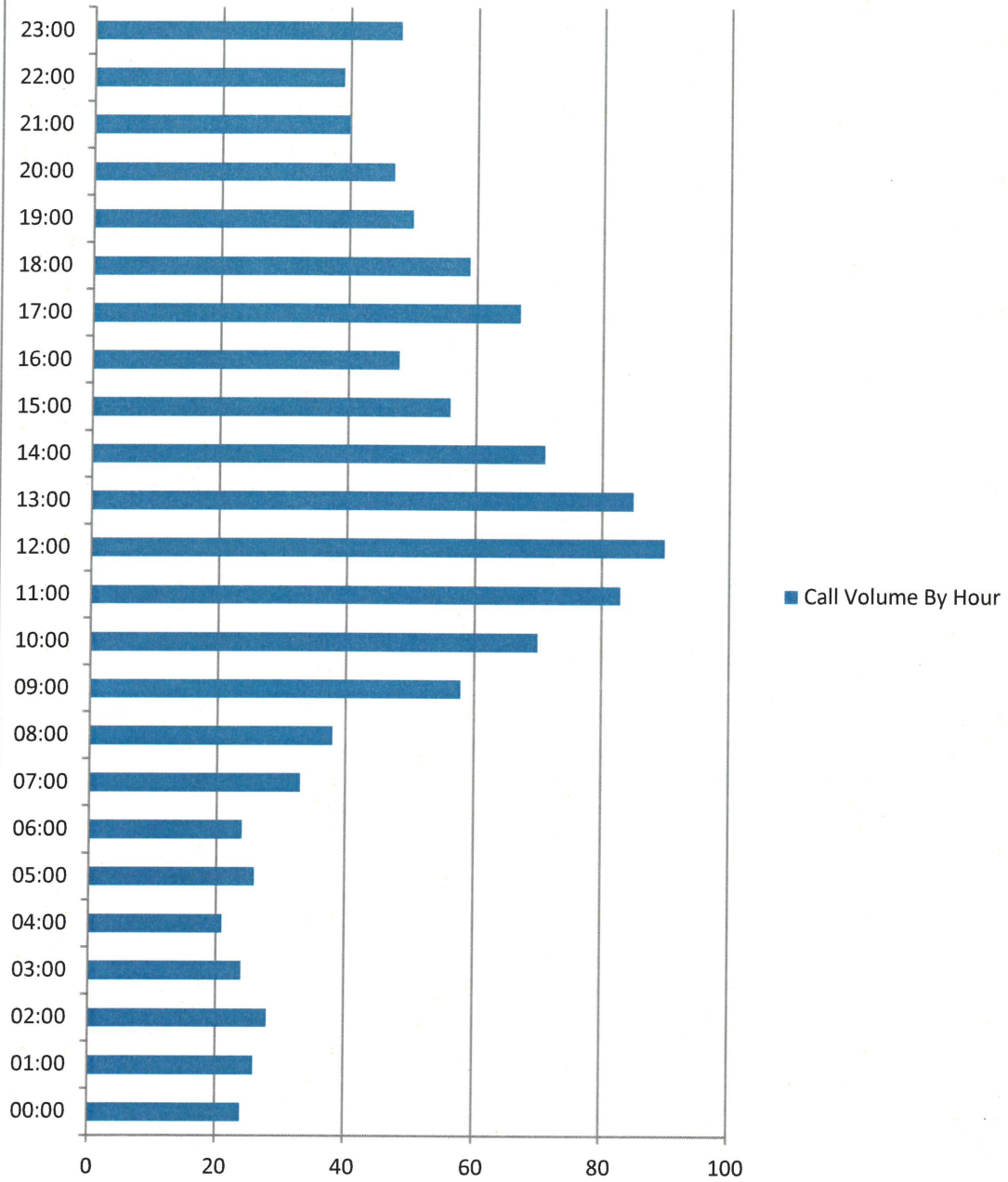


The busiest day of the week for the month of **May**
was **FRIDAY**.



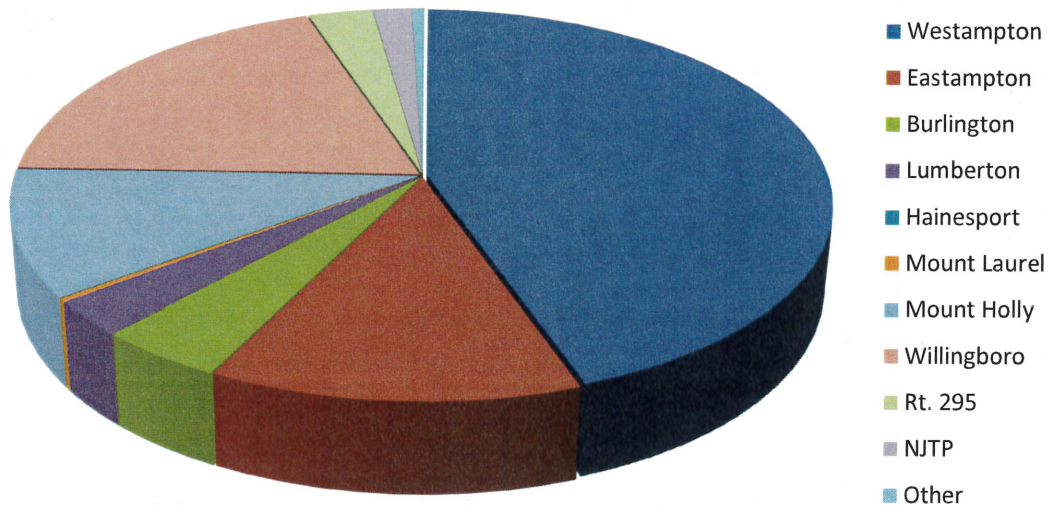
The busiest day of the week **YTD** has been **Friday**.

Call Volume By Hour YTD

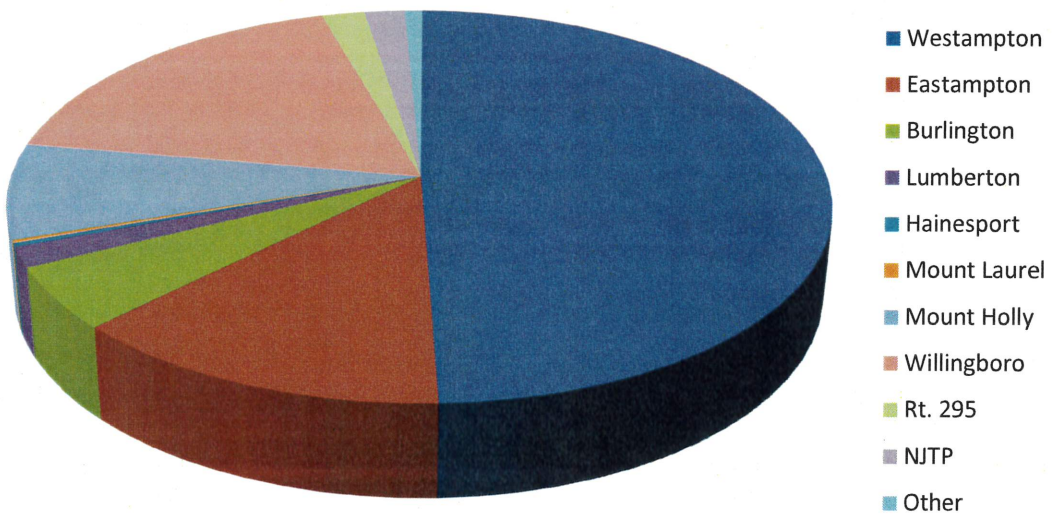


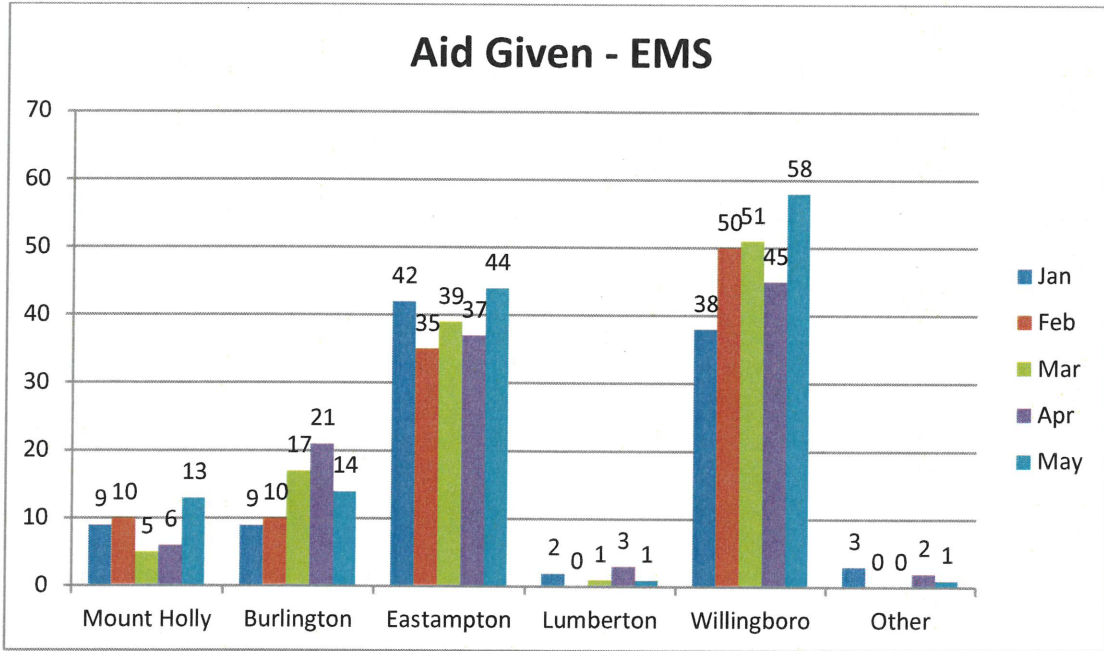
Mutual Aid

Monthly Calls By District

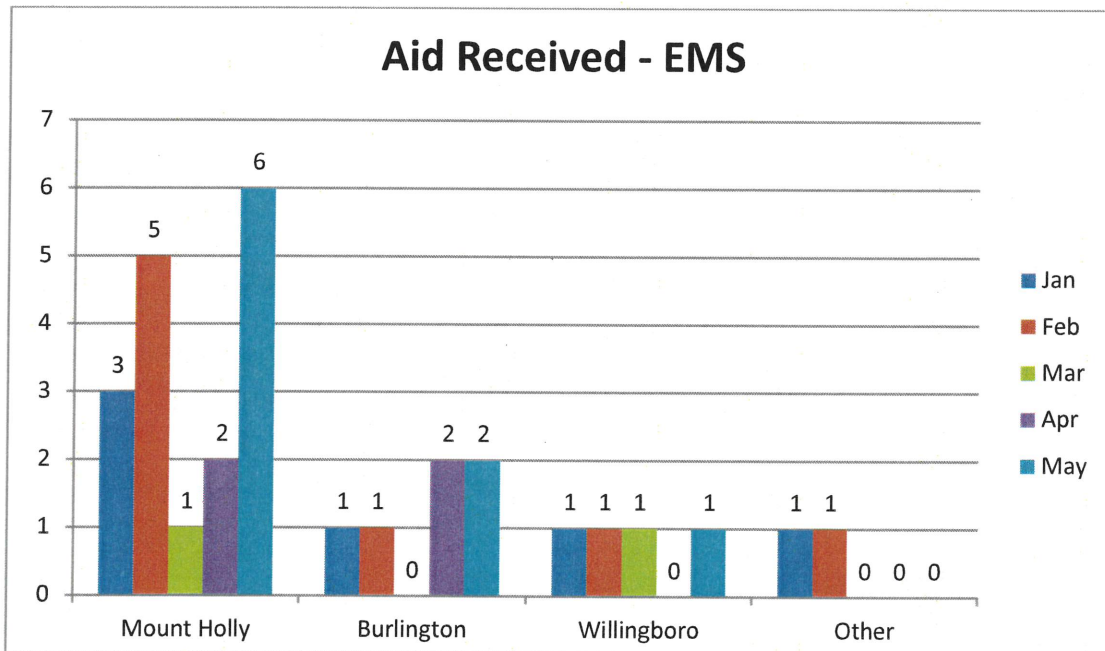


Calls By District (YTD)

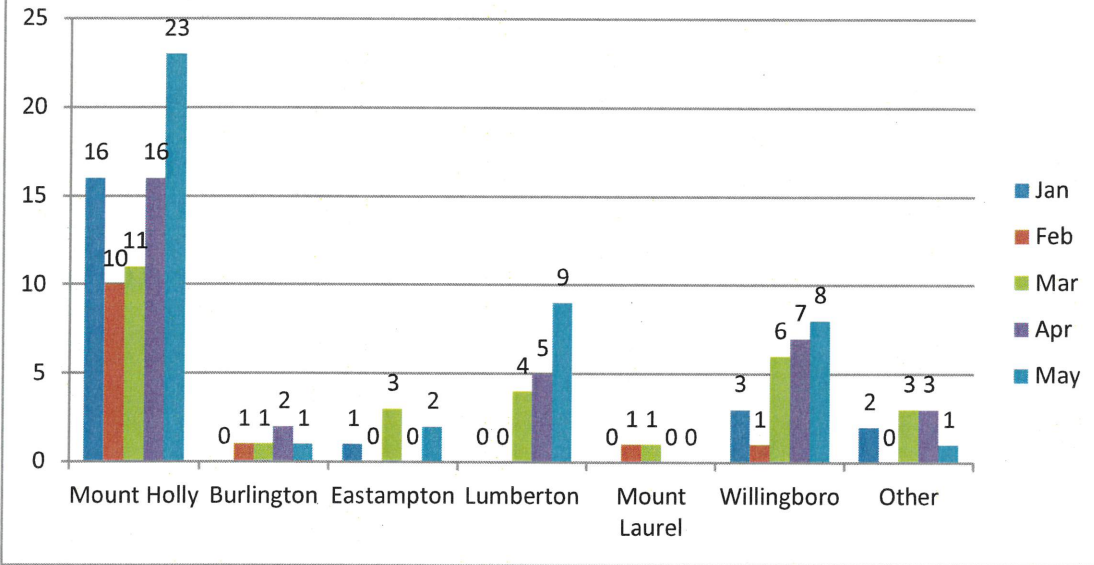




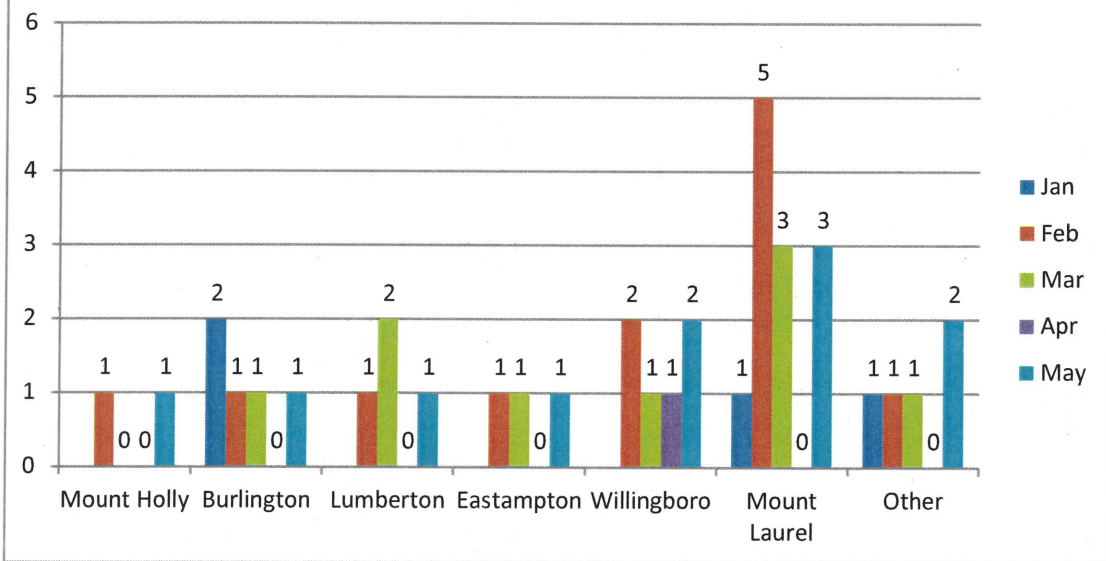
Note: A shared service agreement is in place with Eastampton, as we are their primary EMS provider.



Aid Given - Fire



Aid Received - Fire



Vehicle Mileage

Veh #	Year	Make	Model	Unit Type	End	Start	Total
801	2013	Ford	E-450	Ambulance	100601	100125	425
802	2015	Ford	E-450	Ambulance	74955	72892	2063
803	2010	Ford	E-450	Ambulance	55312	54852	460
2722	2020	E-One		Rescue - Engine	4072	3250	822
2723	2006	KME	Predator	Rescue - Engine	85624	85624	0
2725	2013	KME	Severe Service	Ladder	29700	29336	364
2729	2017	Ford	F-350	Utility	38234	37715	519
FM272	2006	Ford	Explorer	Duty/Inspector	75201	74410	791
2700	2015	Chevy	Tahoe	Command Car	60529	59704	825

Out of Service Apparatus 2021

	2722	2723	2725	27801	27802	27803
January	X	0	0	9	0	3
February	X	0	0	0	0	0
March	0	22	0	0	0	0
April	0	30	0	0	1	0
May	0	31	0	0	7	0
June						
July						
August						
September						
October						
November						
December						
Totals	0	83	0	9	8	3

Apparatus and Equipment

Rescue Engine 2722

- Primer working intermittently.
- Section of rub rail coming off and needs replaced.

Rescue Engine 2723

- Door alarm disconnected and not working.
- Antifreeze smell strong in front of cab.
- Generator OOS not working.

Ladder 2725

- Green light under body not working.
- Aerial speaker at tip of aerial not working.
- Cab lift needs repaired.
- Ladder tip flood lights not working.
- Aerial waterway gate inoperable at pump panel.
- Onboard compressor running often.
- Telma recall issues.
- Coolant hoses need replaced.
- Intermittent issues with ladder extension.
- Pump panel gauge discharge 1 needs replaced.
- AM/FM radio not working.

Ambulance 27801

- In service.

Ambulance 27802

- In service.

Ambulance 27803

- In service.

2729

- In service.

FM272

- In service.

Chief 2700

- In service.

Equipment

- No issues at this time.

Staffing

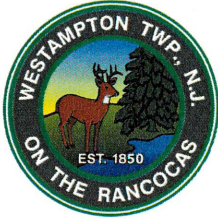
	Volunteer Duty	Sick Leave	Comp Time	Personal Time	Vacation Time	Bereavement Leave	Workers Comp	Admin Time
January	60	206.5	337	82.5	55.5	0	0	7.5
February	85.5	102.5	302.5	59	96	0	0	0
March	146.5	116	342	132	168.5	0	0	0
April	140	375.5	444	87.5	60	0	168	0
May	72	438.5	495	127.5	266	0	102	24
June								
July								
August								
September								
October								
November								
December								
YTD	504	1239	1920.5	488.5	646	0	270	31.5

Incident/Events 2021

1/6- #39- Rescue
1/10- #69- Overdose
1/15- #120- Trauma
1/16- #128- Overdose
1/16- #134- Cardiac Arrest- Burlington
1/16- #135- Overdose- Mount Holly
1/21- #178- Cardiac Arrest
1/24- #196- Trauma
1/25- #203- House Fire- Mount Holly
1/25- #210- Trauma
1/27- #235- Cardiac Arrest- Willingboro
1/28- Hazmat team physicals
2/3- #310- Overdose- Willingboro
2/6- #332- Garage fire
2/6- #335- Overdose
2/14- #407- Automobile fire
2/20- #470- Rescue- Rt. 295
2/20- #471- Rescue/Fatal MVA
2/25- #518- Cardiac Arrest- Burlington
2/25- #529- Rescue
2/26- #535- Overdose
3/1- #561- Cardiac Arrest- Mount Holly
3/2- #569- Cardiac Arrest- Willingboro
3/4- #590- Cardiac Arrest- Mount Holly
3/5- #595- House Fire- Willingboro

3/5- #596- Cardiac Arrest- Burlington
3/8- #613- MVA/Fire/Fatal- Rt. 295
3/9- #627- House Fire- Pemberton
3/10- #638- House Fire- Pemberton
3/11- #652- Overdose
3/13- #675- House Fire- Willingboro
3/15- #686- Cardiac Arrest- Burlington
3/16- #699- DOA
3/17- #709- House Fire- Lumberton
3/17- #717- MVA/Fly- Eastampton
3/20- #754- ATV MVA Trauma
3/20- #756- Bike MVA Trauma- Burlington
3/20- #760- Cardiac Arrest- Burlington
3/26- #814- Overdose
3/26- #826- Apartment Fire- Burlington
3/26- #828- Trauma Fall
3/27- #833- Cardiac Arrest
3/27- #841- Cardiac Arrest- Mount Holly
3/28- #844- House Fire- Lumberton
3/29- #854- Ped MVA/Fly
4/3- #900- Houser Fire- Willingboro
4/3- #902- Overdose
4/5- #912- DOA
4/13- #991- DOA- Mount Holtt
4/15- #1003- House Fire- Willingboro
4/19- #1038- Hazmat- Moorestown
4/20- #1055- Ped MVA

4/21- #1062- Overdose
4/24- #1103- Garage Fire- Pemberton
4/25- #1110- DOA
4/26- #1115- Building Fire, 2nd Alarm- Burlington City
4/29- #1147- Rescue- Mount Holly
5/1- #1127- Seizures on Rancocas Creek trail
5/4- #1214- Rescue- Mount Holly
5/7- EMS Stand by for Westampton Police agility testing new hires
5/12- #1289- Townhouse fire
5/13- #1297- Rescue
5/14- #1303- Trauma
5/24- #1421- 3rd Alarm apartment fire- Burlington Township
5/24- #1426- Overdose- Mount Holly
5/25- #1439- Burn Victim
5/27- #1461- Trauma- Willingboro
5/27- #1464- 2nd Alarm townhouse fire- Willingboro



June 6, 2021

To: Mayor & Committee

From: Public Works

Subject: May Department Report

Roads

Brush: Crews had an average month for brush collection, with a total of 27.49 tons of brush being picked up. It took the crews 7 days to complete the town rotation.

Street Repairs: The asphalt crew finished critical base and top coat repairs in the Municipal parking lot asphalt totaling 48.55 tons. One additional top coat repair was done on West Mapletree Dr. Re-stripping of parking lot is taking place and installation ADA compliant handicap parking spaces were installed. We had a couple of drainage and flooding complaints related to beavers on Irick road as well as having a beaver move into settlers pond. Followed up with the owner of the property and put him in contact with his neighbor as well as the contact info for Division of Fish and Game to assist in controlling the flooding issues. Beaver issue in Settlers ponds is being mitigated by DPW by dam removal at the outflow of the pond. So far this has been successful. Road surey was completed to look at up coming roads in immediate need of paving.

Facilities

Grass: Crews are keeping up and on track with grass rotations. A couple days before Memorial Day, crews spruced up the War Memorial at the Legion for the annual ceremony, they also made sure to spruce up the parks for everyone to enjoy. Sports complex

Municipal Building: There were a few electrical issues with the after hours lighting. DPW attempted to fix but were unable to locate the issue so our electrical contractor came in and was able to locate and repair the shorted wires.

Sport complex: Crews worked on backstop fence repairs. Electrical sockets were replaced by DPW because wrong one's were installed in concession stand. Othe daily functions continue as usual at the facility.

Equipment Repairs & Maintenance

Public Works:

#58 – Turbo replacement, egr cooler. (Outside maintence)

#58- Replace Nox sensor, EG sensor, bad batteries

#60- Bad engine- currently looking at options for repair or replacement

#46-Transmission leak, repaired Lines

As well as other minor repairs.

Police:

PD#09 Window regulator

Additional minor repairs

Fire Dept.:

Hurst Pump repairs. Pm's

Recreation:

Van - Electrical problem, Taillights

Miscellaneous

None

Training

No training this month.

Personnel

Seasonal employee hired to cover work gaps.

Range: Block: First to Last
 Lot:
 Qual:
 Range of Codes: First to Last
 Range of Batch Ids: First to Last
 Range of Spec Tax Codes: First to Last
 Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y
 PILOT: Y Misc: Y
 Payment Method Includes: Cash: Y Check: Y Credit: Y Voucher: N
 Range of Installment Due Dates: First to Last
 Print Miscellaneous w/Block/Lot/Qual: N
 Range of Years: First to 2022
 Range of Dates: 04/01/21 to 04/30/21
 Range of Periods: 1 to 12
 Print Ref Num: N
 Print Only Miscellaneous w/Block/Lot/Qual: N

Code Description	Count	Principal			Interest	Total
		Arrears/Other	2020	2021		
001 PROPERTY TAXES	2264	4,407.39	12,969.30	3,787,242.71	0.00	3,807,416.14
005 WIPP PAYMENTS	105	0.00	0.00	243,851.66	0.00	244,066.60
Tax Payments	2369	4,407.39	12,969.30	4,031,094.37	0.00	4,051,482.74
020 REDEMPTION -OL	18	9,234.45	0.00	0.00	974.45	10,208.90
034 RECORDING FEE	4	190.00	0.00	0.00	0.00	190.00
035 LIEN SEARCH FEE	4	48.00	0.00	0.00	0.00	48.00
Lien Payments	26	9,472.45	0.00	0.00	974.45	10,446.90
Payments Total:	2395	13,879.84	12,969.30	4,031,094.37	0.00	4,061,929.64
Cash O/S Total:	0	0.00	0.00	0.00	0.00	0.00
NSF Reversals Total:	0	0.00	0.00	0.00	0.00	0.00
Total:	2395	13,879.84	12,969.30	4,031,094.37	0.00	4,061,929.64

Total Cash: 0.00
 Total Check: 4,049,381.54
 Total Credit: 12,548.10

Range: Block: First to Last
 Lot:
 Qual:
 Range of Codes: First to Last
 Range of Batch Ids: First to Last
 Range of Spec Tax Codes: First to Last
 Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y
 PILOT: N Misc: Y
 Payment Method Includes: Cash: Y Check: Y Credit: Y Voucher: N
 Range of Installment Due Dates: First to Last
 Print Miscellaneous w/Block/Lot/Qual: N
 Range of Years: First to 2022
 Range of Dates: 05/01/21 to 05/31/21
 Range of Periods: 1 to 12
 Print Ref Num: N
 Print Only Miscellaneous w/Block/Lot/Qual: N

Code Description	Count	Arrears/Other	Principal			Interest	Total
			2020	2021	2022		
001 PROPERTY TAXES	1025	0.00	18,438.93	2,115,563.63	0.00	3,108.24	2,137,110.80
005 WIPP PAYMENTS	167	0.00	1,016.58	325,521.73	0.00	624.59	327,162.90
101 SUBSEQUENT TAXES	5	0.00	0.00	2,906.38	0.00	21.41	2,927.79
Tax Payments	1197	0.00	19,455.51	2,443,991.74	0.00	3,754.24	2,467,201.49
024 ARREARS	3	462.28	0.00	0.00	0.00	263.67	725.95
Sp Charges Payments	3	462.28	0.00	0.00	0.00	263.67	725.95
033 DUP. TAX CERTIFICATE	2	900.00	0.00	0.00	0.00	0.00	900.00
Misc Payments	2	900.00	0.00	0.00	0.00	0.00	900.00
Payments Total:	1202	1,362.28	19,455.51	2,443,991.74	0.00	4,017.91	2,468,827.44
Cash O/S Total:	0	0.00	0.00	0.00	0.00	0.00	0.00
NSF Reversals Total:	0	0.00	0.00	0.00	0.00	0.00	0.00
Total:	1202	1,362.28	19,455.51	2,443,991.74	0.00	4,017.91	2,468,827.44

Total Cash: 0.00
 Total Check: 2,436,140.85
 Total Credit: 32,686.59

TOWNSHIP OF WESTAMPTON, NEW JERSEY

ORDINANCE 6-2021

BOND ORDINANCE AUTHORIZING THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT IN AND FOR THE TOWNSHIP OF WESTAMPTON, COUNTY OF BURLINGTON, NEW JERSEY; APPROPRIATING THE SUM OF \$1,058,590 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE TOWNSHIP OF WESTAMPTON, COUNTY OF BURLINGTON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,005,590; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the Township Committee of the Township of Westampton, County of Burlington, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the Township of Westampton, County of Burlington, New Jersey ("Township").

Section 2. It is hereby found, determined and declared as follows:

(a) the estimated amount to be raised by the Township from all sources for the purposes stated in Section 7 hereof is \$1,058,590;

(b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$1,005,590; and

(c) a down payment in the amount of \$53,000 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

Section 3. The sum of \$1,005,590, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$53,000, which amount represents the required down payment, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the Township in an amount not to exceed \$1,005,590 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof,

the issuance of bond anticipation notes of the Township in an amount not to exceed \$1,005,590 is hereby authorized. Pursuant to the Local Bond Law, the Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The Chief Financial Officer is hereby directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of \$210,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the maximum amount obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Acquisition of Various Pieces of Equipment for the Township Police Department including, but not limited to, Police Interceptor Vehicle with Camera System, Body Cameras and Computer Upgrades, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$134,170	\$6,780	\$127,390	5 years
B. Acquisition of an Ambulance for the Township Department of Emergency Services, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	175,000	8,750	166,250	10 years
C. Acquisition of Various Pieces of Equipment for Township Department of Emergency Services including, but not limited to, Computers, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	15,000	750	14,250	5 years
D. Reconstruction and/or Resurfacing Various Roadways in the Township including, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	734,420	36,720	697,700	10 years
Total	\$1,058,590	\$53,000	\$1,005,590	

Section 8. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes, taking into consideration the respective amounts of bonds or bond anticipation notes authorized for said several purposes, is not less than 9.29 years.

Section 9. Grants or other monies received from any governmental entity, if any, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 10. The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the Township, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by \$1,005,590 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 11. The full faith and credit of the Township are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the Township shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 12. The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and available for inspection.

Section 13. The Township hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the Township prior to the issuance of such bonds or bond anticipation notes.

Section 14. The Township hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by the Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Internal Revenue Service such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 15. The improvements authorized hereby are not current expenses and are improvements that the Township may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 16. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 17. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Notice of Pending Bond Ordinance and Summary

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Township Committee of the Township of Westampton, in the County of Burlington, State of New Jersey, on June 1, 2021. It will be further considered for final passage, after public hearing thereon, at a meeting of the Township Committee to be held at the Westampton Township Municipal Building, 710 Rancocas Road, Westampton, New Jersey on June 15, 2021 at 7 o'clock PM. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Township Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT IN AND FOR THE TOWNSHIP OF WESTAMPTON, COUNTY OF BURLINGTON, NEW JERSEY; APPROPRIATING THE SUM OF \$1,058,590 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE TOWNSHIP OF WESTAMPTON, COUNTY OF BURLINGTON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,005,590; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Acquisition of Various Pieces of Equipment for the Township Police Department including, but not limited to, Police Interceptor Vehicle with Camera System, Body Cameras and Computer Upgrades, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$134,170	\$6,780	\$127,390	5 years
B. Acquisition of an Ambulance for the Township Department of Emergency Services, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	175,000	8,750	166,250	10 years
C. Acquisition of Various Pieces of Equipment for Township Department of Emergency Services including, but not limited to, Computers, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	15,000	750	14,250	5 years

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
D. Reconstruction and/or Resurfacing Various Roadways in the Township including, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	734,420	36,720	697,700	10 years
Total	\$1,058,590	\$53,000	\$1,005,590	

Appropriation: \$1,058,590
 Bonds/Notes Authorized: \$1,005,590
 Grants (if any) Appropriated: N/A
 Section 20 Costs: \$210,000
 Useful Life: 9.29 years

WENDY GIBSON, Acting Township Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Committee of the Township of Westampton, in the County of Burlington, State of New Jersey on _____, 2021 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Township Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE ACQUISITION OF VARIOUS CAPITAL EQUIPMENT IN AND FOR THE TOWNSHIP OF WESTAMPTON, COUNTY OF BURLINGTON, NEW JERSEY; APPROPRIATING THE SUM OF \$1,058,590 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE TOWNSHIP OF WESTAMPTON, COUNTY OF BURLINGTON, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$1,005,590; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Acquisition of Various Pieces of Equipment for the Township Police Department including, but not limited to, Police Interceptor Vehicle with Camera System, Body Cameras and Computer Upgrades, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$134,170	\$6,780	\$127,390	5 years
B. Acquisition of an Ambulance for the Township Department of Emergency Services, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	175,000	8,750	166,250	10 years
C. Acquisition of Various Pieces of Equipment for Township Department of Emergency Services including, but not limited to, Computers, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	15,000	750	14,250	5 years
D. Reconstruction and/or Resurfacing Various Roadways in the Township including, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	734,420	36,720	697,700	10 years
Total	\$1,058,590	\$53,000	\$1,005,590	

Appropriation: \$1,058,590
Bonds/Notes Authorized: \$1,005,590
Grants (if any) Appropriated: N/A
Section 20 Costs: \$210,000
Useful Life: 9.29 years

WENDY GIBSON, Acting Township Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

ORDINANCE NO. 7-2021

AN ORDINANCE BY WESTAMPTON TOWNSHIP IN BURLINGTON COUNTY, NEW JERSEY PROHIBITING THE OPERATION OF ANY CLASS OF CANNABIS BUSINESSES WITHIN ITS GEOGRAPHICAL BOUNDARIES AND AMENDING SECTION 250 OF THE WESTAMPTON TOWNSHIP CODE

WHEREAS, in 2020 New Jersey voters approved Public Question No. 1, which amended the New Jersey Constitution to allow for the legalization of a controlled form of marijuana called “cannabis” for adults at least 21 years of age; and

WHEREAS, on February 22, 2021, Governor Murphy signed into law P.L. 2021, c. 16, known as the “New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act” (the “Act”), which legalizes the recreational use of marijuana by adults 21 years of age or older, and establishes a comprehensive regulatory and licensing scheme for commercial recreational (adult use) cannabis operations, use and possession; and

WHEREAS, the Act establishes six marketplace classes of licensed businesses, including:

- Class 1 Cannabis Cultivator license, for facilities involved in growing and cultivating cannabis;
- Class 2 Cannabis Manufacturer license, for facilities involved in the manufacturing, preparation, and packaging of cannabis items;
- Class 3 Cannabis Wholesaler license, for facilities involved in obtaining and selling cannabis items for later resale by other licensees;
- Class 4 Cannabis Distributer license, for businesses involved in transporting cannabis plants in bulk from on licensed cultivator to another licensed cultivator, or cannabis items in bulk from any type of licensed cannabis business to another;
- Class 5 Cannabis Retailer license for locations at which cannabis items and related supplies are sold to consumers; and
- Class 6 Cannabis Delivery license, for businesses providing courier services for consumer purchases that are fulfilled by a licensed cannabis retailer in order to make deliveries of the purchases items to a consumer, and which service would include the ability of a consumer to make a purchase directly through the cannabis delivery service which would be presented by the delivery service for fulfillment by a retailer and then delivered to a consumer.

WHEREAS, section 31a of the Act authorizes municipalities by ordinance to adopt regulations governing the number of cannabis establishments (defined in section 3 of the Act as “a cannabis cultivator, a cannabis manufacturer, a cannabis wholesaler, or a cannabis retailer”),

cannabis distributors or cannabis delivery services allowed to operate within their boundaries, as well as the location manner and times operation of such establishments, distributors or delivery services, and establishing civil penalties for the violation of any such regulations; and

WHEREAS, section 31b of the Act authorizes municipalities by ordinance to prohibit the operation of any one or more classes of cannabis establishments, distributors, or delivery services anywhere in the municipality; and

WHEREAS, section 31b of the Act also stipulates, however, that any municipal regulation or prohibition must be adopted within 180 days of the effective date of the Act (*i.e.*, by August 22, 2021); and

WHEREAS, pursuant to section 31b of the Act, the failure to do so shall mean that for a period of five years thereafter, the growing, cultivating, manufacturing, selling and reselling of cannabis and cannabis items shall be permitted uses in all industrial zones, and the retail selling of cannabis items to consumers shall be a conditional use in all commercial and retail zones; and

WHEREAS, at the conclusion of the initial and any subsequent five-year period following a failure to enact local regulations or prohibitions, the municipality shall again have 180 days to adopt an ordinance regulating or prohibiting cannabis businesses, but any such ordinance would be prospective only and would not apply to any cannabis business already operating within the municipality; and

WHEREAS, the Committee of the Westampton Township has determined that, due to present uncertainties regarding the potential future impacts that allowing one or more classes of cannabis business might have on New Jersey municipalities in general, and on Westampton Township in particular, it is at this time necessary and appropriate, and in the best interest of the health, safety and welfare of Westampton Township's residents and members of the public who visit, travel, or conduct business in Westampton Township, to amend Westampton Township's zoning regulations to prohibit all manner of marijuana-related land use and development within the geographic boundaries of Westampton Township; and

NOW THEREFORE, BE IT ORDAINED, by the Township Committee of the Westampton Township in the County of Burlington, State of New Jersey, as follows:

1. Pursuant to section 31b of the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act (P.L. 2021, c. 16), all cannabis establishments, cannabis distributors or cannabis delivery services are hereby prohibited from operating anywhere in Westampton Township, except for the delivery of cannabis items and related supplies by a delivery service.

2. Section 250 of the Westampton Township Code is hereby amended by adding to the list of prohibited uses, the following: "All classes of cannabis establishments or cannabis distributors or cannabis delivery services as said terms are defined in section 3 of P.L. 2021, c. 16, but not the delivery of cannabis items and related supplies by a delivery service."

3. Any article, section, paragraph, subsection, clause, or other provision of the Westampton Township Code inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

4. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

5. This ordinance shall take effect upon its passage and publication and filing with the Burlington County Planning Board, and as otherwise provided for by law.

ATTEST:

Wendy Gibson, Acting Clerk

Sandy Henley, Mayor

I, _____, Acting Clerk of the Westampton Township, do hereby certify that the foregoing is a true copy of an ordinance duly adopted by the Committee of Westampton Township on _____, 2021.

, Clerk

TOWNSHIP OF WESTAMPTON
RENEW 2021-2022 LIQUOR LICENSES

RESOLUTION NO. 76-21

WHEREAS, the Township Clerk has informed the Township Committee that certain entities have applied to the Township Committee for a renewal of Plenary Retail Consumption Licenses, Plenary Retail Distribution Licenses and Club Licenses, as permitted by N.J.S.A. 33:1-12.13; and

WHEREAS, the Township Clerk has informed the Township Committee that the applications have been submitted with the proper fees and in the proper form and have otherwise conformed with the requirements set forth in N.J.S.A. 33:1-27; and

WHEREAS, the Township Committee believes that it would be in the best interest of the Township to renew said licenses.

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

1. That the Township Committee for the aforementioned reasons hereby declares that the entities set forth in the attached Schedule A are qualified applicants who have fully complied with the aforementioned legal requirements.
2. That the Township Committee for the aforementioned reasons, hereby renews the licenses set forth in the attached Schedule A, said licenses to be renewed with respect to the premises and the entities listed in said schedule.
3. That the Township Committee hereby directs the Township Clerk to execute the necessary documents to effectuate the terms of this Resolution, and the Township Committee hereby declares that this Resolution shall take effect June 15, 2021.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on June 15, 2021. Wendy Gibson, Acting Township Clerk.

Wendy Gibson, Acting Township Clerk

Roll Call Vote						
Committee Member	Introduced	Seconded	Yes	No	Abstain	Absent
DeSilva						
Eckart						
Mayor Henley						
Mungo						
Wisniewski						

SCHEDULE A

Plenary Retail Distribution License:

State Issued License Number: 0337-44-003-005

Aashna Inc.

1867 Burlington – Mt. Holly Road

Plenary Retail Consumption License:

State Issued License Number: 0337-33-006-002

Deerwood Country Club, LP

18 Deerwood Drive

Plenary Retail Consumption License:

State Issued License Number: 0337-36-007-004

Hotel Motel License

Apple New Jersey LLC

2018 Burlington – Mt. Holly Road

Westampton Hospitality Center

Plenary Retail Consumption License:

State Issued License Number 0337-36-009-001

Hotel/Motel License

Edgewood Management, LLC (Hilton Garden/Recovery Room)

109 & 111 Hancock Lane

Club License:

State Issued License Number: 0337-31-005-001

Mt. Holly Lodge 737 Loyal Order of Moose

853 Woodlane Road

Club License:

State Issued License Number: 0337-31-004-001
Burlington County Country Club
170 Burrs Road

Club License:

State Issued License Number 0337-31-008-002
Crescent Temple of the AAONMS
700 Highland Drive

Plenary Retail Consumption License: (INACTIVE STATUS/POCKET LICENSE)

State Issued License Number: 0337-33-002-010
CB Mt. Holly LLC
1920 Burlington - Mt. Holly Road

TOWNSHIP OF WESTAMPTON

RESOLUTION OF ANTICIPATION OF SPECIAL ITEMS
OF REVENUE IN THE 2021 LOCAL MUNICIPAL BUDGET WITH
THE CONSENT OF THE DIRECTOR OF THE DIVISION
OF LOCAL GOVERNMENT SERVICES

RESOLUTION NO. 77-21

WHEREAS, N.J.S.A. 40A:4-87 permits the Director of the Division of Local Government Services to approve the insertion of a special item of revenue, and

WHEREAS, the Township is desirous of inserting this item in the 2021 local budget.

NOW, THEREFORE BE IT RESOLVED, that the Township Committee of the Township of Westampton, County of Burlington, hereby requests the Director of the Division of Local Government Services to add the following items of revenue and appropriation to the 2021 Local Municipal Budget:

Revenue:	
Clean Communities Grant	\$18,035.46
Appropriation:	
Clean Communities Grant	\$18,035.46

BE IT FURTHER RESOLVED, that one copy of this resolution should be filed with the Director of the Division of Local Government Services.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on June 15, 2021. Wendy Gibson, Acting Township Clerk.

Wendy Gibson, Acting Township Clerk

Roll Call Vote						
Committee Member	Introduced	Seconded	Yes	No	Abstain	Absent
DeSilva						
Eckart						
Mayor Henley						
Mungo						
Wisniewski						

TOWNSHIP OF WESTAMPTON

**RESOLUTION APPROVING REDEVELOPMENT AGREEMENT WITH
WESTAMPTON REALTY URBAN RENEWAL, LLC AND
AUTHORIZING EXECUTION OF THE SAME.**

RESOLUTION NO. 78-21

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

WHEREAS, on February 6, 2018, the Township Committee of the Township of Westampton (the "Committee") adopted Resolution 43-18 authorizing and directing the Westampton Township Land Development Board (the "Board") to conduct a preliminary investigation (the "Preliminary Investigation") to determine whether Block 805, Lot 1 (the "Project Area" or "Redevelopment Area") satisfies the criteria under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law") for designation as a Non-Condensation Redevelopment Area and to prepare a redevelopment plan if such designation is made in accordance with the Redevelopment Law; and

WHEREAS, the Board held the requisite public hearing on the Preliminary Investigation and on May 2, 2018, adopted Resolution 8-2018 recommending that the Committee designate the Study Area as a Non-Condensation Redevelopment Area; and

WHEREAS, on October 16, 2018, the Committee accepted the recommendation of the Board and adopted Resolution 142-18 designating the Study Area as a Non-Condensation Redevelopment Area (hereinafter, the "Redevelopment Area") in accordance with the Redevelopment Law; and

WHEREAS, pursuant to Ordinance No. 8-2018, the Committee adopted a redevelopment plan for the Redevelopment Area; and

WHEREAS, Redeveloper is currently the owner of the Property and has proposed a conceptual plan to redevelop the Property with the construction of two (2) hotels, a restaurant and drive-thru pad site (the "Project"); and

WHEREAS, Pursuant to Resolution No. 133-19, the Township conditionally designated the Redeveloper as exclusive redeveloper for the Redevelopment Area subject to the successful negotiation and execution of a redevelopment agreement and execution of an Interim Costs Agreement; and

WHEREAS, on May 19, 2020, the Township adopted Resolution 75-20 which extended the designation of Westampton Realty Urban Renewal, LLC as the conditional redeveloper of the Property for one year with an expiration date of June 17, 2021; and

WHEREAS, based upon changed circumstances, the Township Committee determined that it had become necessary to amend the redevelopment plan to provide for the redevelopment of the Redevelopment Area consistent with land uses the Committee believed were most desirable and beneficial to the Township; and

WHEREAS, in accordance with N.J.S.A. 40A:12A-7 of the LRHL, the Township Committee adopted Resolution 96-20 which authorized and directed the Land Development Board to amend the redevelopment plan for the Property and to transmit the proposed amended redevelopment plan to the Township Committee for review and adoption; and

WHEREAS, the Westampton Township Land Development Board commenced and completed the process to amend the Redevelopment Plan, and in accordance with the N.J.S.A. 40A:12A-7 of the LRHL, adopted Resolution 21-2020 providing its report and recommending that the Township Committee adopt the proposed amended redevelopment plan prepared by Barbara J. Fegley, AICP, PP, of Environmental Resolutions, Inc. entitled, "Amended Redevelopment Plan, 2015 Burlington-Mount Holly Road, County Route 541, Block 805, Lot 1, Westampton Township, Burlington County, New Jersey," dated July 25, 2020 (the "Amended Redevelopment Plan"); and

WHEREAS, pursuant to Ordinance No. 96-2020, the Committee adopted an amended redevelopment plan for the Redevelopment Area (the "Redevelopment Plan"); and

WHEREAS, the Redeveloper will implement the development, design, financing and construction of the Project in conformity with the Redevelopment Plan and in accordance with the Redevelopment Law; and

WHEREAS, N.J.S.A. 40A:12A-8(e) and (f) of the Redevelopment Law authorize the Township to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, the Redevelopment Law provides that the Township may designate the Redeveloper and approve the Redevelopment Agreement through resolutions of the Township Committee; and

WHEREAS, the Township Committee desires to designate the Redeveloper and approve the execution of the Redevelopment Agreement on behalf of the Township;

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Westampton, County of Burlington, and State of New Jersey that Westampton Realty Urban Renewal, LLC is hereby designated as Redeveloper for the Project Site as set forth above; and

BE IT FURTHER RESOLVED, that the Township Administrator is hereby authorized to execute the Redevelopment Agreement, in substantially the form attached hereto as Exhibit A,

together with any non-material changes as may be agreed to by the Township through the office of the Administrator with Westampton Realty Urban Renewal, LLC; and

BE IT FURTHER RESOLVED, that the Mayor and Township Administrator, together with the necessary staff and professionals of the Township, are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Township Administrator deems necessary or desirable in relation to the execution and delivery of the Redevelopment Agreement; and

BE IT FURTHER RESOLVED, that if any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution; and

BE IT FURTHER RESOLVED, that a copy of this Resolution and the Redevelopment Agreement approved hereunder shall be available for public inspection at the offices of the Township Clerk; and

BE IT FURTHER RESOLVED, that this resolution shall take effect in accordance law.

WESTAMPTON TOWNSHIP COMMITTEE

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in at 710 Rancocas Road, Westampton, New Jersey on June 15, 2021.

Wendy Gibson, Acting Township Clerk

Roll Call Vote						
Committee Member	Introduced	Seconded	Yes	No	Abstain	Absent
DeSilva						
Eckart						
Mayor Henley						
Mungo						
Wisniewski						

REDEVELOPMENT AGREEMENT

By and Between

**TOWNSHIP OF WESTAMPTON
(as redevelopment entity)**

AND

**WESTAMPTON REALTY URBAN RENEWAL, LLC
(as redeveloper)**

DATED as of _____, 2021

TABLE OF EXHIBITS

EXHIBIT A	Legal Description of the Property
EXHIBIT B	Project Description and Site Plan
EXHIBIT C	Project Schedule
EXHIBIT D	Form of Declaration of Redeveloper Covenants and Restrictions
EXHIBIT E	Form of Certificate of Completion
EXHIBIT F	Certificate of Incumbency

THIS REDEVELOPMENT AGREEMENT (the “Redevelopment Agreement”) is entered into this ____ day of _____, 2021 by and between the **TOWNSHIP OF WESTAMPTON**, a corporate and body politic of the State of New Jersey with offices at 710 Rancocas Road, Westampton New Jersey 08060 (the “Township”), and **WESTAMPTON REALTY URBAN RENEWAL, LLC**, a limited liability company of the State of New Jersey with offices at 25 Glenn Oaks Court, Old Bridge, New Jersey 08857 (the “Redeveloper”). The Township and Redeveloper each may individually be referred to herein as a “Party,” and collectively as, the “Parties.”

WITNESSETH:

WHEREAS, on February 6, 2018, the Township Committee of the Township of Westampton (the “Committee”) adopted Resolution 43-18 authorizing and directing the Westampton Township Land Development Board (the “Board”) to conduct a preliminary investigation (the “Preliminary Investigation”) to determine whether Block 805, Lot 1 (the “Project Area” or “Redevelopment Area”) satisfies the criteria under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”) for designation as a Non-Condensation Redevelopment Area and to prepare a redevelopment plan if such designation is made in accordance with the Redevelopment Law; and

WHEREAS, the Board held the requisite public hearing on the Preliminary Investigation and on May 2, 2018, adopted Resolution 8-2018 recommending that the Committee designate the Study Area as a Non-Condensation Redevelopment Area; and

WHEREAS, on October 16, 2018, the Committee accepted the recommendation of the Board and adopted Resolution 142-18 designating the Study Area as a Non-Condensation Redevelopment Area (hereinafter, the “Redevelopment Area”) in accordance with the Redevelopment Law; and

WHEREAS, pursuant to Ordinance No. 8-2018, the Committee adopted a redevelopment plan for the Redevelopment Area; and

WHEREAS, Redeveloper is currently the owner of the Property and has proposed a conceptual plan to redevelop the Property with the construction of two (2) hotels, a restaurant and drive-thru pad site (the “Project”); and

WHEREAS, Pursuant to Resolution No. 133-19, the Township conditionally designated the Redeveloper as exclusive redeveloper for the Redevelopment Area subject to the successful negotiation and execution of a redevelopment agreement and execution of an Interim Costs Agreement; and

WHEREAS, on May 19, 2020, the Township adopted Resolution 75-20 which extended the designation of Westampton Realty Urban Renewal, LLC as the conditional redeveloper of the Property for one year with an expiration date of June 17, 2021; and

WHEREAS, based upon changed circumstances, the Township Committee determined that it had become necessary to amend the redevelopment plan to provide for the redevelopment of the Redevelopment Area consistent with land uses the Committee believed were most desirable and beneficial to the Township; and

WHEREAS, in accordance with N.J.S.A. 40A:12A-7 of the LRHL, the Township Committee adopted Resolution 96-20 which authorized and directed the Land Development Board to amend the redevelopment plan for the Property and to transmit the proposed amended redevelopment plan to the Township Committee for review and adoption; and

WHEREAS, the Westampton Township Land Development Board commenced and completed the process to amend the Redevelopment Plan, and in accordance with the N.J.S.A. 40A:12A-7 of the LRHL, adopted Resolution 21-2020 providing its report and recommending that the Township Committee adopt the proposed amended redevelopment plan prepared by Barbara J. Fegley, AICP, PP, of Environmental Resolutions, Inc. entitled, “Amended Redevelopment Plan, 2015 Burlington-Mount Holly Road, County Route 541, Block 805, Lot 1, Westampton Township, Burlington County, New Jersey,” dated July 25, 2020 (the “Amended Redevelopment Plan”); and

WHEREAS, pursuant to Ordinance No. 96-2020, the Committee adopted an amended redevelopment plan for the Redevelopment Area (the “Redevelopment Plan”); and

WHEREAS, the Redeveloper will implement the development, design, financing and construction of the Project in conformity with the Redevelopment Plan and in accordance with the Redevelopment Law; and

WHEREAS, N.J.S.A. 40A:12A-8(e) and (f) of the Redevelopment Law authorize the Township to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, the Township and the Redeveloper have engaged in negotiations relative to the Project and the Township has determined that in furtherance of the goals and objectives of the Redevelopment Plan, it is in the Township’s best interest to enter into this Redevelopment Agreement with the Redeveloper for the purpose of setting forth in detail each Parties’ respective undertakings, rights and obligations in connection with the development and construction of the Project; and

WHEREAS, the Redeveloper acknowledges that all uses to which the Project may be devoted are guided and controlled by the Redevelopment Plan and this Redevelopment Agreement, and that under no circumstances shall the Redeveloper, or any assignee or Affiliate (as defined herein) undertake any development of the Project unless it is in strict accordance with the Redevelopment Law, the Redevelopment Plan, Applicable Law (as defined herein) and this Redevelopment Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and

such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind their successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. In this Redevelopment Agreement, words that are capitalized, and which are not the first word of a sentence, are defined terms. The capitalized terms defined in the preamble and Recitals hereto shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Redevelopment Agreement shall have the meanings ascribed below.

“Township” shall have the meaning set forth in the Recitals.

“Township Costs” is defined in Section 2.03.

“Township Event of Default” means, with respect to the Township, an Event of Default, as such term is defined in Section 11.01 hereof.

“Township Indemnified Parties” means the Township and its officers, elected officials, agents, employees, contractors and consultants.

“Affiliate” means with respect to the Redeveloper, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with the Redeveloper. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of voting securities or by contract or otherwise.

“Appeal Period” shall mean the period of time specified by statute or court rule within which an appeal may be taken by any Party from the grant of any Governmental Approval (as defined herein), and includes the period for filing an appeal to an appellate court after entry of a judgment or decision by a lower court or administrative Township.

“Applicable Law” means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority which, in any case, shall be enacted, adopted, promulgated, issued or enforced by any Governmental Authority (as defined herein), and/or court of competent jurisdiction that relates to or affects the Parties or either of them, the Redevelopment Area, the Project, or any portion thereof, the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights under this Redevelopment Agreement, including without limitation, the Municipal Land Use Law and the Redevelopment Law.

“Certificate of Completion” means a certificate issued by the Township upon Completion of the Project pursuant to Section 7.01.

“Certificate of Occupancy” means a Certificate of Occupancy (temporary or permanent), as such term is defined in the New Jersey Administrative Code, issued with respect to the Project.

“Commence[ment of] Construction” means the undertaking by Redeveloper of any actual physical construction of any portion of the Project, including site preparation, environmental remediation, construction of new structures or construction or upgrading of infrastructure.

“Comple[t]e, [ed] or [ion]” means with respect to the Project, or any portion thereof, that (a) all work related to the Project, or a portion thereof, or any other work or actions to which such term is applied has been completed, acquired and/or installed in accordance with this Redevelopment Agreement and in compliance with Applicable Laws so that (i) the Project, or any portion thereof that has been completed, as the case may be, may, in all respects, be used and operated under the applicable provisions of this Redevelopment Agreement, or (ii) with respect to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed, (b) all permits, licenses and approvals that are required in order that a Certificate of Completion can be issued for the Project, or any portion thereof that have been completed, or such other work or action to which such term is applied are in full force and effect, and (c) such “Completion” has been evidenced by a written notice provided by the Redeveloper (with respect to the Project, or any portion thereof) in the form of Exhibit 1 to the form of Certificate of Completion attached hereto as **Exhibit E**.

“Completion Date” means the date that the Project is Completed.

“Concept Plan” means the development plan as depicted on Exhibit ____.

“Control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

“Declaration” is defined in Section 6.05.

“Effective Date” means the date on which this Redevelopment Agreement is executed by the last of the Parties to so execute same, or such other date as may be agreed to by the Parties.

“Engineering Controls” means any mechanism to contain or stabilize contamination or to ensure the effectiveness of a Remediation. Engineering Controls may include, without limitation, caps, covers, dikes, trenches, leachate control systems, signs, fences and physical access barriers.

“Environmental Laws” means all federal, state, regional, and local laws, statutes, ordinances, regulations, rules, codes and administrative orders or decrees, directives or judgments relating to environmental contamination or damage to or protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”) (42 U.S.C. §§ 9601-9675); the Resource Conservation and Recovery Act of 1976 (“RCRA”) (42 U.S.C. §§ 6901, et seq.); the Clean Water Act (33 U.S.C. §§ 1251, et seq.); the New

Jersey Spill Compensation and Control Act (the “Spill Act”) (N.J.S.A. 58:10-23.11, et seq.); ISRA; the New Jersey Underground Storage of Hazardous Substances Act (N.J.S.A. 58:10A-21, et seq.); the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1, et seq.); and the rules and regulations promulgated thereunder.

“Escrow Account” is defined in Section 2.04.

“Estoppel Certificate” is defined in Section 3.06.

“Event of Default” or “Default” means the occurrence of any Redeveloper Event of Default or Township Event of Default, as the case may be, and as further defined in Section 11.01.

“Exhibit(s)” means any exhibit attached hereto which shall be deemed to be a part of this Redevelopment Agreement as if set forth in full in the text hereof.

“Force Majeure” is defined in Section 11.02.

“Foreclosure” is defined in Section 10.03(b).

“Governmental Applications” is defined in Section 5.01(a).

“Governmental Approvals” means all final and unappealable local, state or federal government approvals necessary for the implementation and completion of the Project in accordance with the terms of this Redevelopment Agreement, including, but not limited to, preliminary and final site plan approval, preliminary and final subdivision approval, if and as applicable, environmental permits, including, but not limited to, wetlands and storm water drainage permits, permits, consents, permissions or approvals relating to historic preservation matters, Utilities-related permits, including permits related to water supply and sewer service, and all other necessary permits, licenses, consents, permissions or approvals from or required by governmental agencies.

“Governmental Authority” means the federal government, the State, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any other governmental entity with authority or jurisdiction over any part of the permitting, Remediation, construction or operation of the Project or the Project Area, or pursuant to Environmental Laws including without limitation, the Planning Board and the NJDEP.

“Hazardous Substance” means any element, compound, material, mixture, substance, chemical or waste that is listed as hazardous or toxic, or a pollutant or contaminant, in any Environmental Law.

“Holder(s)” is defined in Section 10.01(a).

“Improvements” means all buildings, structures and appurtenances, including, but not limited to, facilities and amenities, telecommunications equipment, surface parking or structured parking facility, infrastructures, roads, fill, utilities, catch basins, curbs, site lighting, traffic striping, signage and demarcations, fire hydrants, retaining walls, sidewalks, walkways, landscaping, open space treatment and all other improvements constructed on or installed upon or within, or to be constructed on or installed upon or within, the Project Area and the streets immediately adjacent to the Project Area.

“Institutional Controls” means a mechanism used to limit human activities at or near a contaminated site, or to ensure the effectiveness of a Remediation over time, when contaminants remain at the contaminated site in levels or concentrations above the applicable remediation standard that would allow unrestricted use of the site. Institutional Controls may include, without limitation, structure, land and natural resource use restrictions, classification exception areas, well restrictions areas and deed notices.

“ISRA” means the Industrial Site Recovery Act, as amended (N.J.S.A. 13:1K-6 et seq.).

“Long Term Tax Exemption Law” means N.J.S.A. 40A:20-1 et seq.

“Municipal Land Use Law” means N.J.S.A. 40:55D-1 et seq., as amended and supplemented.

“Natural Resource Damages” means the loss, liability or damages owed to any natural resource trustee, including, without limitation, a state, the federal government or Indian tribe, to compensate for the loss or injury to natural resources.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Notice” is defined in Section 12.01.

“Permitted Transfers” is defined in Section 8.03.

“Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, institution, or any other entity.

“Planning Board” shall have the meaning set forth in the Recitals.

“Plans and Specifications” means all plans, drawings, specifications and related documents needed to obtain Governmental Approvals and to implement and Complete Construction of the Project in accordance with this Redevelopment Agreement and all applicable Governmental Approvals.

“Progress Meetings” is defined in Section 4.01.

“Progress Reports” is defined in Section 4.02.

“Project” shall have the meaning set forth in the Recitals, Westampton Township Land Development Board Resolution No. _____, adopted on _____, 2020 (the “LDB Resolution”) and as depicted in the Site Plan attached hereto as **Exhibit B**.

“Project Area” shall have the meaning set forth in the Recitals and in the LDB Resolution.

“Project Costs” means the costs of designing, permitting and constructing the Project.

“Project Schedule” means the schedule for the design, permitting, financing, construction and completion of the Project by the Redeveloper, as set forth in Exhibit C hereto.

“Redeveloper” shall have the meaning set forth in the Recitals.

“Redeveloper Covenants” shall have the meaning set forth in Section 6.04.

“Redeveloper Event of Default” means, with respect to the Redeveloper, an Event of Default as defined in Section 11.01.

“Redeveloper Fee” is defined in Section 2.06.

“Redevelopment Agreement” shall have the meaning set forth in the Recitals.

“Redevelopment Area” shall have the meaning set forth in the Recitals.

“Redevelopment Law” shall have the meaning set forth in the Recitals.

“Redevelopment Plan” shall have the meaning set forth in the Recitals.

“Remediat[e], [ed], [ing] or [ion]” means the investigation, study, planning, design, clean-up, removal, containment, disposal, dispersal, treatment (including, but not limited to, in-situ and ex-situ treatment), management, remediation (including, but not limited to, the use of Engineering Controls and Institutional Controls, stabilization, neutralization of Hazardous Substances required by Governmental Authority and/or pursuant to Environmental Laws which allows for the Project, including, but not limited to any operations, maintenance, and monitoring activities that may be required after completion of the foregoing.

“Section” means a section or subsection of this Redevelopment Agreement.

“Scheduled Completion Date” means the anticipated Completion Date as set forth in the Project Schedule attached hereto as Exhibit B, subject to any extensions granted in accordance with this Redevelopment Agreement.

“Site Plan” means the development plan as depicted in **Exhibit B** attached hereto

“State” means the State of New Jersey.

“Substantial Completion” or “Substantially Completed” means that the requirements set forth in clauses (a) through (c), inclusive, of the definition of “Completion” have been satisfied, with the exception of certain immaterial portions of the work relating to the Project that have been Completed, or such other work remains to be Completed as long as (a) the Redeveloper, with respect to the Project, has prepared and delivered to the Township a “punch list” of items requiring completion or correction in order for the Redeveloper to fully comply with the terms of this Redevelopment Agreement, (b) “punch list” items have been reasonably agreed to by the Township, and (c) such “punch list” items are capable of being Completed within ninety (90) days of the date that Completion is certified, as set forth in the written notice provided under (c) of the definition of Completion, or such later date as is mutually acceptable to the Parties, as long as the public health, welfare or safety is not impaired by such additional time for Completion; and provided further however, that all such “punch list” items shall be Completed under all circumstances within (i) one hundred eighty (180) days following the date that Completion is certified, as provided above, with respect to the exterior of any buildings and (ii) three hundred sixty-five (365) days following the date that Completion is certified, as provided above, with respect to the interiors of any buildings. “Substantial Completion” shall be evidenced by issuance of a temporary Certificate of Occupancy for the Project, or any portion thereof that has been Substantially Completed.

“Township” shall have the meaning set forth in the Recitals.

“Transfer” is defined in Section 8.02.

“Utilities” means municipal water, sanitary sewer and storm water facilities and natural gas, electric, and voice and data transmission facilities. Water service will be provided by the Township of Burlington.

Section 1.02. Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Redevelopment Agreement.

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

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof,

shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) Each right of the Township to review or approve any actions, plans, specifications, or other obligations of the Redeveloper hereunder shall be made by the Township official(s) with legal authority to conduct such review or grant such approvals. Any review contemplated by this Redevelopment Agreement shall be made in a timely manner. Upon request of the Redeveloper, the Township shall inform the Redeveloper of all officials with the required authority.

(g) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

(h) Unless otherwise indicated, any “fees and expenses” shall be required to be actual, out of pocket, customary and reasonable.

ARTICLE III FINANCIAL OBLIGATIONS; TAX EXEMPTION

Section 2.01. The Redeveloper’s Financial Commitment. The Redeveloper represents and warrants that to the best of Redeveloper’s knowledge and belief, it has obtained or can obtain, and intends to commit the requisite equity and debt financing, in an amount necessary to implement and complete the Project.

Section 2.03. Interim Costs. The Parties executed an Interim Costs Agreement on or about December 17, 2019 in which the Redeveloper agreed to pay for the Township’s out-of-pocket fees, costs and expenses related to the designation of Redeveloper as redeveloper of the Redevelopment Area, and the negotiation and execution of a redevelopment agreement. The Interim Costs Agreement shall terminate upon the Effective Date of this Redevelopment Agreement, at which time the Township Costs (as defined herein) shall be paid out of the Escrow Account as set forth in Section 2.04 hereof. Any unused and unallocated funds held in escrow by the Township that were previously deposited by Redeveloper shall be transferred to the Escrow Account on the Effective Date.

Section 2.02. Project Costs. All costs of implementing this Redevelopment Agreement and completing the Project, including reasonable Township Costs as specified in Section 2.03 hereof, and the costs incurred by the Redeveloper will be borne by the Redeveloper.

Section 2.03. Township Costs. In addition to the Redeveloper’s estimated costs for the Project, the Redeveloper agrees to provide funding to the Township for all reasonable out-of-pocket costs and expenses incurred by the Township in connection with the redevelopment of the Project Area (the “Township Costs”). Township Costs shall include, but not be limited to, all

reasonable fees and costs of any professional consultant, contractor or vendor retained by the Township in connection with the Project, including attorneys, technical consultants, planners, financial consultants and appraisers, among others. The Parties agree that the rate charged the Redeveloper for legal services of the Township's redevelopment counsel shall be \$250 per hour and all other professional fees shall be charged at the same rate charged to the Township.

Section 2.04. Payment of Township Costs. The Redeveloper agrees that it will reimburse the Township for all Township Costs in accordance with the terms hereof. The Redeveloper agrees that it will establish a non-interest-bearing escrow account (the "Escrow Account"), having an initial balance of twenty five thousand dollars (\$25,000.00). Such amount shall be funded as follows: first, any unused and unallocated funds held in escrow by the Township that were previously deposited by Redeveloper shall be transferred to the Escrow Account on the Effective Date, and thereafter Redeveloper shall deposit the remaining balance in the Escrow Account. The Redeveloper agrees that it will replenish the Escrow Account in the event that the balance drops below ten thousand dollars (\$10,000.00). Funds in the Escrow Account will be applied to the payment or reimbursement of the Township Costs as provided in this Redevelopment Agreement. At least ten (10) days prior to making any disbursement from the Escrow Account, written notice of the proposed disbursement shall be mailed to the Redeveloper, setting forth: (a) the amount of the disbursement; (b) the name of the person, company or entity designated to receive payment; and (c) a description, in reasonable detail, of the particular cost to be paid or reimbursed in accordance with this Redevelopment Agreement (including documentation detailing hours worked and billing rates). If the Redeveloper does not object to such disbursement within ten (10) days of receipt of such notice, the Redeveloper will be deemed to have acquiesced to the same. Should a dispute arise between the parties herein as to the amount of the Escrow Account funds requested by the Township, said dispute shall be adjudicated as set forth in Municipal Land Use Law Section 40:55D-53.2a. As of the Completion Date for the Project, as evidenced by the issuance of the Certificate of Completion, or upon termination of this Redevelopment Agreement, except in the event of a termination caused by an Event of Default by the Redeveloper, any money remaining in the Escrow Account shall be disbursed to the Redeveloper within sixty (60) days after issuance of the Certificate of Completion or the termination of this Redevelopment Agreement and the terms of this Section 2.04 shall survive the issuance of the Certificate of Completion or termination of this Redevelopment Agreement until such reconciliation has occurred. Notwithstanding anything to the contrary contained herein, if the Township retains a different professional or consultant in the place of any professional originally responsible for any aspect of the Project, the Township shall be responsible for all time and expenses of the new professional to become familiar with the Project and the Township shall not bill Redeveloper or charge the escrow account for any such services.

Section 2.05. Governmental Approval Fees. The Redeveloper will pay all fees for permits required by any Governmental Authority for the construction and development of the Project. The Redeveloper shall pay all other permit fees, which include any permit fees payable by the Township or Redeveloper to all required Governmental Authorities, or for which the Township is required to reimburse other Governmental Authorities or is required to pay other third-party contractors retained by or on behalf of the Township to perform services that the Township would otherwise be required to perform itself.

Section 2.06. Performance Guarantees. Not less than seven (7) days prior to the date for the Commencement of Construction, the Redeveloper shall submit proof of bonds issued by a duly authorized surety company authorized to do business in the State or letter of credit, or any combination thereof, as required by any Governmental Approvals for the Project as permitted under the Municipal Land Use Law.

ARTICLE III CONSTRUCTION OF PROJECT

Section 3.01. Construction of Project. The Township hereby affirms and agrees that the Redeveloper is designated and appointed as the exclusive redeveloper of the Project Area. In connection with such designation and appointment, Redeveloper has the exclusive right to perform and to have others perform on its behalf any and all redevelopment activities on and about the Project Area consistent with the Site Plan and the Redevelopment Plan. Each of the Parties agrees that all redevelopment on and about the Project Area will only be authorized and may only be undertaken by Redeveloper under the framework and in accordance with the terms and conditions of this Redevelopment Agreement and the Redevelopment Plan. The Township agrees that, absent an Event of Default by Redeveloper, it will not negotiate or entertain for the provision of another redeveloper for the Project Area or any portion thereof.

Section 3.02. Redeveloper's Scope of Undertaking; Plans and Specifications. The services and responsibilities undertaken by the Redeveloper, as more particularly set forth in this Redevelopment Agreement, shall include all aspects of acquisition, design, development, environmental remediation, site preparation, and construction of the Project including but not limited to, engineering, permitting and administrative aspects, the performance of or contracting for and administration and supervision of all construction of Improvements required in connection with the Project, including the provision of any performance bonds, maintenance bonds, completion guarantees or any other performance assurances in connection therewith, whether required as a result of Governmental Approvals or pursuant to the terms of this Redevelopment Agreement, arrangement for interim and final inspections and any other actions required to satisfy the requirements of all Governmental Approvals necessary to develop and use the Project, all aspects of funding of the Project, including interim and permanent equity and debt financing and construction. Redeveloper hereby agrees that following an Event of Default by Redeveloper, the Township and any entity acting on the Township's behalf, shall have an irrevocable license to use Redeveloper's Plans and Specifications, Governmental Applications, and Governmental Approvals to complete the Project, without cost to or liability of the Township (other than for actual services rendered to the Township subsequent to the Event of Default by Redeveloper) and agrees to use best efforts to ensure that all agreements between Redeveloper and its contractors and consultants shall so provide. Redeveloper shall be compensated for such Plans and Specifications as provided in Section 11.09 hereof. In addition, all performance or completion bonds provided by Redeveloper's contractors shall name the Township as an intended beneficiary thereof, as its interests may appear, unless Redeveloper's construction lender objects in writing and for good cause to the inclusion of the Township.

Section 3.03. Project Description. The Project consists of the construction of construction of hotels, restaurants, and signage , all as depicted on the Site Plan attached hereto as **Exhibit B**. The Redeveloper will construct or cause to be constructed the Project in substantial conformity with the Site Plan, Project Schedule, Governmental Approvals, the LDB Resolution, this Redevelopment Agreement and Applicable Laws. The Redeveloper will design, permit, finance and construct the Project at the Redeveloper's sole cost and expense.

Section 3.04. Project Schedule. Unless otherwise tolled or adjusted as provided for in this Redevelopment Agreement, the Redeveloper agrees to Commence Construction and diligently Complete Construction of the Project in accordance with the Project Schedule attached hereto as **Exhibit C**, and failure to do so shall be an Event of Default by Redeveloper. Subject to the provisions of this Redevelopment Agreement, any material change in the scope of the Project changes or updates to the Project Schedule, or extension of the projected Completion Date, shall require the Township's prior written approval, which the Township will not unreasonably withhold. Redeveloper agrees to simultaneously provide the Township with copies of all Project *pro formas*, construction schedules and budgets that the Redeveloper submits to actual or potential lenders or investors in connection with the financing of the Project. The Redeveloper acknowledges and understands that the Township will require Redeveloper's adherence to the schedule for Commencement of Construction and Completion of Construction, interim deadlines or milestones and time periods for the various activities and actions to be taken by the Redeveloper hereunder, subject only to the occurrence of a Force Majeure Event.

Section 3.04. Relocation of Utilities. The Redeveloper acknowledges that providers of Utilities may have certain rights with respect to the Project Area and may own certain facilities located therein. The Redeveloper agrees that it is its sole responsibility to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of these Utilities and improvements and easements therefore, in order to complete construction of the Project, as provided by this Redevelopment Agreement. To the extent reasonably requested by the Redeveloper, the Township shall cooperate in facilitating the installation and/or relocation of any such affected Utilities.

Section 3.05. Nondiscrimination During Construction; Equal Opportunity. The Redeveloper for itself, its successors and assigns, agrees that in the construction of the Project:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender. The Redeveloper will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed; national origin, ancestry, physical handicap, age, marital status, or gender. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, ancestry, physical handicap age, marital status, affectional preference or gender.

(c) The Redeveloper will cause the foregoing provisions to be inserted in all contracts for any work covered by this Redevelopment Agreement so that such provisions will be binding upon each contractor and subcontractor.

Section 3.06. Estoppel Certificates. Within fourteen (14) days following written request therefore by a Party, or of any Holder, purchaser, tenant or other party having an interest in the Project Area, the other Party shall issue a signed certificate (“Estoppel Certificate”) stating that (i) this Redevelopment Agreement is in full force and effect, (ii) there is no default or breach under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of notice would result in a default or breach under this Redevelopment Agreement), or stating the nature of the default or breach or event, if any, and (iii) any other matter reasonably requested. In the event the Estoppel Certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured. No more than four (4) Estoppel Certificates may be requested per year.

ARTICLE IV PROJECT OVERSIGHT

Section 4.01. Progress Meetings. The Parties agree to attend and participate in progress meetings (“Progress Meetings”) as may be reasonably requested by either Party, to report on the status of the Project and to review the progress under the Project Schedule. The Party requesting such a Progress Meeting shall give the other Party no less than seven (7) days advance written notice of any such meetings. The Progress Meetings shall be held in the offices of the Township or such other place as the Parties may agree. Prior to the meeting, representatives of the Township may visit the Project Area to inspect the progress of the work on the Project, in accordance with Section 4.03.

The agenda for the Progress Meetings shall include, but not be limited to, (a) a status report with regard to Governmental Approval submissions and approvals, (b) financial commitments, (c) construction of the Project, and (d) compliance with the Redevelopment Plan. At the Progress Meetings, this information will be evaluated by the Township to determine compliance with the terms and conditions of this Redevelopment Agreement and the Project Schedule. The Township shall have the right at all reasonable times to inspect the construction contracts, financing commitments and agreements, books and records pertinent to the construction contracts, insurance policies, and such other agreements of the Redeveloper which are pertinent to the purposes of this Redevelopment Agreement and to the Progress Meetings in order to ensure completion of the Project in accordance with the Project Schedule, provided, however, Redeveloper shall have the right to withhold from the Township’s review, any materials that Redeveloper deems to be confidential and proprietary in nature.

Section 4.02. Progress Reports. The Redeveloper shall submit to the Township a detailed quarterly written progress report (“Progress Report”)(or more frequent Progress Reports, if reasonably requested by the Township) which shall include a description of activities completed, the activities to be undertaken prior to the next quarterly Progress Report, the status of all Governmental Approvals, an explanation of each activity, if any, which is causing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates in the Project Schedule and an explanation of corrective action taken or proposed. The Progress Report shall be submitted in a form acceptable to the Township and the Redeveloper.

Section 4.03. Access to Project Area. The Township and its authorized representatives shall have the right on not less than two (2) business days advance notice, except in the event of an emergency, to enter the Redevelopment Area in accordance with Applicable Law to inspect the Project and any and all work in progress for the purpose of furthering its interest in this Redevelopment Agreement. In no event shall the Township’s inspection of the Project (or any construction activities related thereto) be deemed acceptance of the work or be deemed to waive any right the Township has under this Redevelopment Agreement. The Township acknowledges hereby that the Project Area will be an active construction site and that the Redeveloper shall not be liable or responsible to the Township, its employees or agents for injury to person or property sustained in connection with any such inspection, except to the extent that the Redeveloper willfully or negligently violates its standard of due care owed to invitees.

ARTICLE V APPLICATIONS FOR GOVERNMENTAL APPROVALS

Section 5.01. Applications for Governmental Approvals.

(a) The Redeveloper (at its sole cost and expense) shall apply for and obtain all Governmental Approvals (the “Governmental Applications”) necessary to construct and use the Project, including approval to subdivide the Project Area, if such subdivision is necessary. The Redeveloper shall provide the Township with a copy of each Governmental Application at such time as such Governmental Applications are submitted. The Redeveloper shall provide the Township with a copy of each Governmental Approval received by the Redeveloper with respect to the Project.

(b) To the extent reasonably requested by the Redeveloper, and to the extent applicable, the Township shall provide assistance and support to the Redeveloper in connection with any applications for any Governmental Approvals required to be obtained for or with respect to the Project.

(c) In the event that all necessary Governmental Approvals for the Project are not obtained from the required Governmental Authorities prior to the day after the Effective Date of this Redevelopment Agreement, on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that the Governmental Approvals for the Project cannot be obtained on terms and conditions reasonably acceptable to Redeveloper, then Redeveloper shall have the right to terminate this Redevelopment Agreement upon written notice to the Township.

No Governmental Approval shall be deemed to have been obtained (i) until the Appeal Period relating thereto has expired and no appeal has been taken, or (ii) if an appeal is filed within the applicable Appeal Period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval. If this Agreement is terminated pursuant to the terms of this Section 5.01(c), then, except as expressly set forth herein to the contrary, this Agreement (including, but not limited to, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

Section 5.02. Township Cooperation. To the extent reasonably requested by the Redeveloper and, to the extent permitted by Applicable Law (and without violating its obligations as a governmental entity or regulatory body having competent jurisdiction over the Project), the Township shall provide its support and assistance to the Redeveloper in facilitating the review of all plans, issuance of all permits, request for inspections and the conduct of such inspections through the appropriate boards, bodies or departments, as applicable.

ARTICLE VI REPRESENTATIONS AND WARRANTIES; REDEVELOPER COVENANTS

SECTION 6.01. Representations and Warranties by the Redeveloper. The Redeveloper hereby represents and warrants the following to the Township for the purpose of inducing the Township to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The Redeveloper is a limited liability company organized under the laws of the State of New Jersey, is in good standing under such laws, and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Redevelopment Agreement.

(b) The Redeveloper has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder.

(c) This Redevelopment Agreement has been duly authorized, executed and delivered by the Redeveloper, and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and delivery thereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Redeveloper is a party.

(d) No receiver, liquidator, custodian or trustee of the Redeveloper has been appointed as of the Effective Date, and no petition to reorganize the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper has been filed as of the Effective Date.

(e) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper has been filed as of the Effective Date.

(f) No indictment has been returned against any member of the Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Redevelopment Agreement or otherwise.

(g) There are no suits, other proceedings or investigations pending or, to the best of the Redeveloper's knowledge, threatened against the Redeveloper that would have a material adverse effect on the financial condition of the Redeveloper.

(h) All materials and documentation submitted by the Redeveloper and its agents to the Township and its agents were, to the best of Redeveloper's knowledge, at the time of such submission, and as of the Effective Date, materially accurate, and the Redeveloper shall inform the Township of any material and adverse changes in the documentation submitted. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the Township to enter into this Redevelopment Agreement.

(i) Subject to obtaining construction financing, the Redeveloper is financially and technically capable of developing, designing, financing and constructing the Project.

(j) The cost and financing of the Project is the responsibility of the Redeveloper. The Township shall not be responsible for any cost whatsoever in respect to same.

If reasonably requested by the Township, the Redeveloper shall, from time to time, reaffirm the representations and warranties set forth in this Section 6.01.

Section 6.02. Representations and Warranties by the Township. The Township hereby represents and warrants the following to the Redeveloper for the purpose of inducing the Redeveloper to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The Township has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

(b) This Redevelopment Agreement has been duly authorized, executed and delivered by the Township and is valid and legally binding upon the Township and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party.

(c) There is no pending or, to the best of the Township's knowledge, threatened litigation that would in any way (i) contest or seek to invalidate the Redeveloper's ability to commence performance of its obligations under the Redevelopment Agreement, or (ii) prevent the Township from performing its duties and obligations hereunder.

(d) There are no suits, other proceedings or investigations pending or, to the best of the Township's knowledge, threatened against the Township that would have a material adverse effect on the Township's financial condition.

If reasonably requested by the Redeveloper, the Township shall, from time to time, reaffirm the representations and warranties set forth in this Section 6.02.

Section 6.03. Delivery of Documents by the Redeveloper. The Redeveloper has delivered certified copies of its certificate of formation and certificate of good standing prior to the execution of this Redevelopment Agreement and the Township hereby acknowledges the receipt of such documents.

Section 6.04. Redeveloper Covenants. Redeveloper covenants and agrees that, subject to the terms hereof, and except as explicitly provided herein (collectively, "Redeveloper Covenants"):

(a) The Redeveloper shall use diligent efforts to obtain all Government Approvals necessary for the construction and development of the Project. The Redeveloper shall construct, improve, operate and maintain the Project in compliance with all Governmental Approvals, and other laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder as shall be binding upon the Redeveloper under applicable laws.

(b) The Redeveloper shall use commercially reasonable efforts to (i) obtain financing for the Project, if and as needed, (ii) construct and develop the Project with all due diligence, and (iii) commence and Complete each item in the Project Schedule on or prior to the applicable date set forth in the Project Schedule and, for those items for which commencement dates only are given, such items shall be completed in a commercially reasonable period. All activities performed under this Redevelopment Agreement shall be performed in accordance with the level of skill and care ordinarily exercised by reputable developers of similar developments of the character, scope and composition of the Project.

(c) The Redeveloper shall construct the Project in accordance with this Redevelopment Agreement, the Redevelopment Law, the Redevelopment Plan, and all other Applicable Law and, in the event that the Redeveloper wishes to materially change or modify the Project, notwithstanding the fact that such material change or modification is authorized by the Redevelopment Plan, the Township's written approval (which shall not be unreasonably withheld, conditioned or delayed) must be secured prior to proceeding with any activities relating to such proposed material modifications. The Redeveloper acknowledges that the Township has relied on

the Site Plan and Project Schedule in entering into its obligations under this Redevelopment Agreement.

(d) The Redeveloper shall fulfill its material obligations under any and all agreements it enters into with third parties with respect to the acquisition, construction, leasing, financing and other matters relating to the Project; provided, however, that this covenant is not intended to prevent the Redeveloper from contesting the scope or nature of such obligations as and to the extent provided in such agreements.

(e) The Redeveloper shall Complete the Project on or prior to the date set forth in the Project Schedule at its sole cost and expense; provided, however, that the Parties acknowledge that moneys may be made available towards the Completion of same from other outside sources. In the event that moneys made available pursuant to any outside source are not sufficient to pay the costs necessary to Complete the Project, the Redeveloper shall not be entitled to any funds from the Township.

(f) Upon completion of the development and construction of the Project, the Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated hereby.

(g) 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, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Redeveloper itself, or any Person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Project.

(h) The Redeveloper shall not restrict the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Project on the basis of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender of any person.

(i) The Redeveloper shall immediately notify the Township of any material change in its financial condition from the information provided to the Township by the Redeveloper indicating the Redeveloper's financial capability to develop, finance and construct the Project in furtherance of the Township's consideration in designating the Redeveloper as the redeveloper of the Project Area.

(j) The Redeveloper shall not use the Project Area, Project, or any part thereof, for which a Certificate of Completion has not been issued, in a manner that is inconsistent with the Redevelopment Plan and this Redevelopment Agreement.

(k) The Redeveloper shall not use the Project Area, Project, or any part thereof for which a Certificate of Completion has not been issued, as collateral for an unrelated transaction.

Section 6.05. Declaration of Redeveloper Covenants and Restrictions. The Redeveloper shall execute and record a declaration of project covenant in the form of **Exhibit D** attached hereto (the "Declaration") imposing on the Project and the Project Area, the Redeveloper Covenants set forth in Section 6.04, and those other matters indicated in this Redevelopment Agreement to be included in the Declaration.

Section 6.06. Effect and Duration of the Redeveloper Covenants. It is intended and agreed, and the Declaration shall so expressly provide, that the agreements and covenants set forth in Section 6.04 hereof and those elsewhere in this Redevelopment Agreement designated for inclusion in the Declaration shall be covenants running with the land until the Project is Completed, and such covenants shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, be binding, to the fullest extent permitted by Applicable Law and equity, for the benefit and in favor of, and enforceable by, the Township, its successors and assigns, and any successor in interest to the Project, or any part thereof, the Redeveloper, its successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project, or any part thereof provided, however, that such covenants shall not be binding on any Mortgagee except in accordance with the terms of Article X hereof. Such agreements and covenants, however, shall be binding on the Redeveloper itself, each successor in interest to the Redeveloper and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successor or party shall be in possession or occupancy of the Project Area, the buildings and structures thereon, or any part thereof.

Section 6.07. Enforcement of Redeveloper Covenants by the Township. In amplification, and not in restriction of, the provisions of this Article VI, it is intended and agreed that the Township and any successor shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. The Township shall have the right, in the event of any breach of any such agreement or covenant, to terminate this Redevelopment Agreement in accordance with the terms of Section 11.03 hereof. This Section is not intended to confer standing to sue on any party other than the Township. Upon Completion of the Project (as evidenced by the issuance of a Certificate of Completion), the conditions that were found and determined to exist at the time the Project Area was determined to be in need of redevelopment shall be deemed to no longer exist and the conditions and requirements of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect to the Project.

ARTICLE VII CERTIFICATES OF OCCUPANCY AND COMPLETION

Section 7.01. Certificate of Occupancy and Certificate of Completion. Upon the Completion of the Project, in accordance with the Governmental Approvals and Applicable Law, the Redeveloper shall apply to the appropriate governmental officer or body for a temporary or permanent Certificate of Occupancy for the Project. A permanent Certificate of Occupancy and a Certificate of Completion, when issued, shall constitute evidence that the Redeveloper has fully

performed its obligations under the Governmental Approvals. Following the issuance of a permanent Certificate of Occupancy and the satisfaction of the terms and conditions of this Redevelopment Agreement for the Project, the Township agrees to issue a Certificate of Completion in substantially the form attached hereto as **Exhibit E**, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Agreement with respect to the Project, and has completed construction of the Project, in accordance with the requirements of this Redevelopment Agreement and shall constitute a determination that the conditions that were found to exist when the Project Area was determined to be an “area in need of redevelopment” no longer exist. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants in this Redevelopment Agreement and the Redevelopment Plan with respect to the obligations of the Redeveloper to construct the Project, within the date for the completion of same.

Within thirty (30) days after written request by the Redeveloper, the Township shall provide the Redeveloper with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Redeveloper has failed to Complete the Project in accordance with the provisions of this Redevelopment Agreement or is otherwise in default under this, or any other, applicable agreement and what reasonable measures or acts will be necessary in the opinion of the Township in order for the Redeveloper to be entitled to the Certificate of Completion.

ARTICLE VIII TRANSFERS

Section 8.01. Prohibition Against Speculative Development. The Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the purpose of developing and constructing the Project and not for speculation in land holding.

Section 8.02. Prohibition Against Transfers. The Redeveloper recognizes the importance of the Project to the general welfare of the community and the public assistance to be made available by law, if any, and by the Township on the conditions stated herein for the purpose of making such Project possible. The Parties acknowledge and agree that a change in control of the Redeveloper is for practical purposes a transfer or disposition of the property interest then owned by the Redeveloper, and that, therefore, the qualifications and identity of the Redeveloper and its principals are of particular concern to the Township.

In light of the foregoing, except for Permitted Transfers set forth in Section 8.03 hereof, during the Term of this Redevelopment Agreement, the Redeveloper shall not, without the prior written consent of the Township, which shall not be unreasonably withheld conditioned or delayed: (a) effect or permit any change, directly or indirectly, in the control of the Redeveloper prior to the issuance of the final Certificate of Completion for the Project, (b) assign or attempt to assign this Redevelopment Agreement or any rights herein, or (c) make any total or partial sale, transfer, or conveyance of the whole or any part of the Project Area or Project (individually and collectively, a “Transfer”).

Section 8.03. Permitted Transfers. The Redeveloper, without violating the provisions of Section 8.02 hereof, may affect the following Transfers, to which the Township hereby consents upon receipt of written notice thereof, without the necessity of further action by the Township (“Permitted Transfers”):

- (a) security for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Redevelopment Agreement with respect to completing the Project and any other purpose authorized by this Redevelopment Agreement;
- (b) the Declaration;
- (c) a mortgage or mortgages and other liens and encumbrances (but not including mechanic’s liens) for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project;
- (d) utility and other development easements;
- (e) environmental covenants and restrictions imposed by a regulatory Township as a condition of any permit or approval;
- (f) a lease, rental agreement or other similar agreement with any end user of the Project;
- (g) a transfer to an Affiliate of the Redeveloper or a transfer among members of the Redeveloper and/or trustees for their benefit, including a transfer to the Redeveloper’s approved and duly formed Urban Renewal Entity;
- (h) a Transfer pursuant to a foreclosure or deed in lieu of foreclosure, and any Transfer by any Holder or any Holder’s successor and/or assigns after foreclosure; and
- (i) any contract or agreement with respect to any of the foregoing exceptions.

Section 8.04. Notice of Permitted Transfers. With respect to any Permitted Transfers, the Redeveloper shall provide to the Township written notice at least thirty (30) days prior to such Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such transferee. The Redeveloper shall cause the transferee to execute such documentation as is reasonably requested by the Township in order to assure that the transferee has assumed all of the Redeveloper’s obligations under this Redevelopment Agreement and the Declaration as to the Project (if the Redeveloper’s right, title and interest in the Project is being transferred) or any portion thereof (if the Redeveloper’s right, title and interest in a portion of the Project is being transferred).

Section 8.05. Transfers Void. Any transfer of the Redeveloper's interest in violation of this Redevelopment Agreement shall be a Redeveloper Event of Default and shall be null and void *ab initio*. Such default shall entitle the Township to seek all remedies available under the terms

hereof, and those available pursuant to law or equity, including termination of this Redevelopment Agreement. In the absence of specific written consent by the Township, or a deemed approval in accordance with the terms hereof, no such sale, transfer, conveyance or assignment or approval thereof by the Township, shall be deemed to relieve the Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against transfers as set forth in this Article and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Article, the Township shall be entitled to the *ex parte* issuance of an injunction restraining such transfer, and the award of legal fees and related expenses of the Township in connection with any such legal action. Upon recording of the final Certificate of Completion, the provisions of the Declaration set forth in this Article as to the Project shall be deemed terminated, and the Declaration shall so state.

Section 8.06. Approval of Transfer. Notwithstanding anything to the contrary contained herein, with respect to any Transfer that requires the Township's consent pursuant to the terms of this Article VIII, the Township shall not unreasonably withhold, condition or delay its consent to such Transfer. The Township shall notify the Redeveloper in writing whether the Township consents to a Transfer within forty-five (45) days after Redeveloper's written request to the Township for such consent. The Township shall not withhold, condition or delay its consent to any Transfer to a transferee that has the same or greater experience and technical capability to carry out the Project as the Redeveloper, and has the same or greater wherewithal to obtain financing for the Project as the Redeveloper.

Section 8.07. Transfer or Assignment Fee. Any reasonable costs incurred by the Township in connection with a request made by the Redeveloper for the Township's consent to transfer or assign this Redevelopment Agreement shall constitute Township Costs pursuant to Section 2.03 hereof.

Section 8.07. Information as to Ownership of Redeveloper. In order to assist in the effectuation of the purpose of this Article VIII, Redeveloper represents that the certificate attached to this Redevelopment Agreement as **Exhibit F** is an incumbency certificate of Redeveloper as of the Effective Date, subscribed and sworn to by a manager or authorized member of Redeveloper, setting forth the name(s) and address(es) of all entities owning at least a 10% interest in Redeveloper.

(a) At least annually during the period between the Effective Date and Completion of the Project as evidenced by the issuance of a Certificate of Completion, and at such other times as reasonably requested by the Township, Redeveloper will update the incumbency certificate and keep **Exhibit F** current as to Redeveloper.

(b) Redeveloper will immediately notify the Township in writing of any and all changes whatsoever in the ownership of Redeveloper resulting in any change in such ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of Redeveloper or the degree thereof, of which it or any of its officers or members have been notified or otherwise have knowledge or information.

(c) Redeveloper shall, at such time or times as the Township may request, furnish the Township with a complete statement subscribed and sworn to by the managing member of Redeveloper, setting forth the names of all managing members, or other owners of equity interests of Redeveloper, and the extent of their respective holdings.

ARTICLE IX INDEMNIFICATION

SECTION 9.01. Redeveloper Indemnification.

(a) The Redeveloper covenants and agrees, at its expense, to pay and to indemnify, protect, defend and hold the Township Indemnified Parties harmless from and against all liability, losses, damages, demands, costs, claims, lawsuits, administrative proceedings, fines, penalties, and expenses (including attorneys' fees and court costs) of every kind, character and nature resulting, wholly or partially, from the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, financing, leasing or sale of the Project, including but not limited to any lawsuit or proceeding relating to the death of any person or any accident, injury, loss, and damage whatsoever to any person or to the property of any person which shall occur on or adjacent to the Project Area and which results from any negligence or willful misconduct of Redeveloper, its agents, servants, employees, or contractors, but excluding damage, liability, costs and expenses to the extent that same may result from the negligence or willful misconduct of the Township, its employees, representatives or agents.

(b) The Redeveloper shall defend, indemnify and hold harmless the Township Indemnified Parties and its officers, agents, employees, contractors, and consultants from any claims, investigations, liability, loss, injury, damage, remediation costs, lawsuits, civil proceedings, fines, penalties, and expenses including reasonable attorneys' fees and disbursements which result, wholly or partially, from (i) the performance or any failure or delay of performance by the Redeveloper of its obligations under the Redevelopment Agreement; or (ii) any bodily injury or property damage that may occur in the Project Area during the term of the Redevelopment Agreement; provided, however, that such indemnity shall not include the actions or inactions of third-parties over whom the Redeveloper does not exercise control, as long as the Redeveloper maintains and enforces commercially reasonable security measures and commercial liability insurance to protect against such actions or inactions.

(c) In any situation in which a Township Indemnified Party is entitled to receive and desires indemnification by the Redeveloper, the Township Indemnified Party shall give prompt notice of such situation to the Redeveloper. Failure to give prompt notice to the Redeveloper shall not relieve the Redeveloper of any liability to indemnify the Township Indemnified Party, unless such failure to give prompt notice materially impairs the Redeveloper's ability to defend such party. Upon receipt of such notice, the Redeveloper shall resist and defend any action or proceeding on behalf of the Township Indemnified Party, including the employment of counsel reasonably acceptable to the Township Indemnified Party, the payment of all expenses and the right to negotiate and consent to settlement. All of the Township Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such separate counsel shall be at the expense of such Township Indemnified Party.

The Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Redeveloper or if there is a final judgment against the Township Indemnified Party in any such action, the Redeveloper agrees to indemnify and hold harmless the Township Indemnified Party from and against any loss or liability by reason of such settlement or judgment for which the Township Indemnified Party is entitled to indemnification hereunder. The Redeveloper shall have the right to settle any such action on terms it deems appropriate provided that a full release of the Township Indemnified Party is obtained and no admission of liability by the Township Indemnified Party is required. In the event the Township Indemnified Party fails or refuses to provide a release of such action, and a final judgment is rendered against the Redeveloper, the Township shall be responsible for the Redeveloper's counsel fees and costs incurred subsequent to the Township's refusal to release the action and for that amount of the judgment which is in excess of the sum for which the Redeveloper would have otherwise settled the action.

(d) The Redeveloper's indemnity provided under this Section 9.01 shall survive the termination of this Redevelopment Agreement and shall run with the land and be referenced in the Declaration.

ARTICLE X
MORTGAGE FINANCING; NOTICE OF DEFAULT
TO MORTGAGEE; RIGHT TO CURE

SECTION 10.01. Mortgage Financing.

(a) Neither the Redeveloper nor any successor in interest to the Project, or any part thereof, shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Project, whether by express agreement or operation of law, or suffer any encumbrance or lien (other than liens for governmental impositions) to be made or attach to the Project, in excess of ninety (90%) percent of Project Costs, except as may be approved by the Township (which approval shall not be unreasonably withheld) for the purpose of obtaining funds in connection with the construction of the Project; provided, however, that upon the issuance of a Certificate of Completion for the Project, such prohibition shall no longer apply with respect to Project. The Redeveloper, or its successor in interest, shall notify the Township in advance of any such financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Project, or any part thereof (the mortgagee thereunder, a "Holder") and, in any event, the Redeveloper shall promptly notify the Township of any encumbrance or lien (other than liens for governmental impositions) that has been created on or attached to any portion of the Project, whether by voluntary act of the Redeveloper or otherwise, upon obtaining knowledge or notice of same.

(b) In the event that the Redeveloper is unable to obtain financing for the Project on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that financing for the Project cannot be obtained on terms and conditions acceptable to Redeveloper in its sole discretion, then Redeveloper shall have the right to terminate this Agreement upon written notice to the Township.

(c) If this Agreement is terminated pursuant to the terms of this Section 10.01 then, except as expressly set forth herein to the contrary and upon full payment of all Township Costs accruing until the date of such termination, this Agreement (including, without limitation, all the covenants contained herein) shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder.

Section 10.02. Notice of Default to the Redeveloper and Right to Cure. Whenever the Township shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper under this Redevelopment Agreement, the Township shall at the same time deliver to each Holder a copy of such notice or demand; provided that the Redeveloper has delivered to the Township a written notice of the name and address of such Holder. Each such Holder shall (insofar as the rights of the Township are concerned) have the right at its option within ninety (90) days after the receipt of such notice (and the expiration of all applicable cure periods), to cure or remedy, or to commence to cure or remedy, any such default which is subject to being cured and to add the cost thereof to the debt and the lien which it holds. The Township shall not seek to enforce any of its remedies under this Agreement during the period in which any such Holder is proceeding diligently and in good faith to cure a Redeveloper Event of Default. If possession of the Project Area is necessary to cure any default or breach, any Holder will be allowed to complete any proceedings required to obtain possession of the Project Area, providing such Holder is proceeding diligently to so obtain possession.

Section 10.03. No Guarantee of Construction or Completion by Holder.

(a) A Holder shall in no manner be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project, or to guarantee such construction or completion, nor shall any covenant or any other provisions be construed to obligate a Holder. Nothing contained in this Redevelopment Agreement shall be deemed to permit or authorize such Holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Holder's security, including the improvements or construction already made) without the Holder or Affiliate of Holder first having expressly assumed the Redeveloper's obligations to the Township with respect to the Project by written agreement reasonably satisfactory to the Township.

(b) If a Holder forecloses its mortgage secured by the Project, or takes title (in its name or the name of an Affiliate) to the Project by deed-in-lieu of foreclosure or similar transaction (collectively a "Foreclosure"), the Holder or its Affiliate shall have the option to either (i) sell the Project, as applicable, to a responsible entity reasonably acceptable to the Township, which entity shall assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law, and/or (ii) itself, or its affiliate, assume the obligations of the Redeveloper under this Redevelopment Agreement in accordance with Applicable Law. In the

event of a Foreclosure and provided the Holder or the purchaser is in compliance with this Redevelopment Agreement, the Township shall not seek to enforce against the Holder or purchaser of such parcel any of the remedies available to the Township pursuant to the terms of this Redevelopment Agreement available in connection with the events preceding the Foreclosure. The Holder, or the entity assuming the obligations of the Redeveloper as to the parcel affected by such Foreclosure or sale, in that event must agree to complete the Project in accordance with the terms of this Redevelopment Agreement, but subject to reasonable extensions of the Project Schedule, and shall submit evidence reasonably satisfactory to the Township that it has the qualifications and financial responsibility necessary to perform such obligations. Any such Holder, or other entity assuming such obligations of the Redeveloper, properly completing the Project shall be entitled, upon written request made to the Township, to Certificates of Completion. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Holder, or such other entity assuming such obligations of the Redeveloper, to devote the Project Area, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Redevelopment Agreement and the Redevelopment Plan. The Holder or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Project Area or Project in accordance herewith.

ARTICLE XI EVENTS OF DEFAULT AND REMEDIES; REPLACEMENT REDEVELOPER

Section 11.01. Events of Default. Any one or more of the following shall constitute an event of default hereunder ("Event of Default"), subject to the occurrence of an event of Force Majeure (with none of the following to be construed as a limitation on any other):

(a) **Redeveloper Events of Default.** (i) Failure of Redeveloper to observe or perform any covenant, condition, representation, warranty or agreement hereunder and any other failure, act or omission by Redeveloper designated elsewhere in this Redeveloper Agreement as a default, and except as otherwise specified below the continuance of such default for a period of thirty (30) days after Notice from the Township specifying the nature of such default and requesting that such default be remedied; provided, however, if the default is one that cannot be completely remedied within thirty (30) days after such notice, it shall not be an Event of Default as long as Redeveloper is proceeding in good faith and with diligence to remedy same as soon as practicable, but in no event later than ninety (90) days after such notice unless this Redevelopment Agreement specifically provides otherwise;

(ii) Redeveloper's failure or refusal to make any payment or deposit of funds required hereunder as and when required, and the failure to make such payment or deposit within fifteen (15) business days after Notice from the Township, including, but not limited to, any failure or refusal to pay the Township Costs in accordance herewith or to refresh the Escrow Account or to reimburse the Township for properly reimbursable Township Costs not cured within fifteen (15) business days of Notice by the Township.;

(iii) (a) Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (b) a custodian shall have been legally appointed with or without consent of Redeveloper; (c) Redeveloper (1) has

made a general assignment for the benefit of creditors, or (2) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (d) Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (e) Redeveloper shall take any action for the purpose of effecting any of the foregoing; (f) a petition in bankruptcy shall have been filed against Redeveloper, and shall not have been dismissed for a period of ninety (90) consecutive days; (g) an Order for Relief shall have been entered with respect to or for the benefit of Redeveloper, under the Bankruptcy Code; (h) an Order, judgment or decree shall have been entered, without the application, approval or consent of Redeveloper, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of Redeveloper, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; or (i) Redeveloper shall have suspended the transaction of its usual business.

(iv) Redeveloper (a) except as otherwise permitted hereunder, fails to perform its obligations with respect to the implementation of the Project in accordance with this Redevelopment Agreement and the Project Schedule, the Redevelopment Plan, Governmental Approvals or Applicable Laws, including, but not limited to, failure to Commence Construction or Complete Construction in accordance with the Project Schedule; or (b) abandons the Project or suspends construction work for three (3) consecutive months without the prior knowledge and consent of the Township (unless such suspension arises out of a Force Majeure Event), and any such failure, abandonment or suspension shall not be cured, ended, or remedied within thirty (30) days after Notice by the Township; provided, however, if the default is one that cannot be completely remedied within thirty (30) days after such Notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice;

(v) There is a prohibited Transfer, immediately upon such Transfer with no Notice or opportunity to cure;

(vi) Material breach of any warranty or representation made by Redeveloper;

(vii) Violation by Redeveloper of any covenant or restriction contain in the Declaration;

(viii) Redeveloper's failure to pay or delinquency in the payment of real property taxes or assessments, which failure or delinquency is not cured within thirty (30) days of Notice by the Township; or

(ix) Cancellation or termination by reason of any act or omission of Redeveloper of any insurance policy, performance or completion bond, letter of credit, guaranty or other surety required hereunder to be provided by Redeveloper for the benefit of the Township, immediately upon cancellation or termination thereof if not replaced with no resulting gaps in coverage.

(b) **Township Events of Default.** (i) Failure of the Township to perform its obligations hereunder, and the continuance of such Default for a period of thirty (30) days after Notice from the Redeveloper specifying the nature of such Default and requesting that such Default be remedied; provided, however, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as the Township is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Redevelopment Agreement specifically provides otherwise;

(ii) Material breach of any warranty or representation made by the Township and the continuance thereof for a period of thirty (30) days after Notice from the Redeveloper specifying the nature of such Default and requesting that such Default be remedied; provided, however, if the Default is one that cannot be completely remedied within thirty (30) days after such Notice, it shall not be an Event of Default as long as the Township is proceeding in good faith and with due diligence to remedy the same as soon as practicable, but in no event later than ninety (90) days after such Notice unless this Redevelopment Agreement specifically provides otherwise.

Section 11.02. Force Majeure. Performance by either party hereunder shall not be deemed to be in default where delays or failure to perform are the result of events or conditions beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Redevelopment Agreement, including, without limitation, the following (a “Force Majeure” event):

(a) An act of God, lightning, blizzards, hurricane, tornado, earthquake, acts of public enemy, war (whether or not declared), terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence, but not including reasonably anticipated weather conditions for the geographic area of the Project Area, other than those set forth above (such events being required to physically affect a Party’s ability to fulfill its obligations hereunder; and the consequential effect of such events (e.g., impact on market conditions) shall not be considered a Force Majeure event);

(b) A landslide, fire, explosion, flood, release of nuclear radiation, damage to or theft of any part of the Improvements, or any casualty not created by the willful misconduct or grossly negligent act or omission of the party claiming Force Majeure;

(c) The order, judgment, action or inaction and/or determination of any Governmental Authority (other than the Township when acting in conformance with this Redevelopment Agreement) excepting decisions interpreting federal, State and local tax laws generally applicable to all similar taxpayers; provided, however, that such order, judgment, action or inaction and/or determination shall not be the result of the willful misconduct or grossly negligent action or inaction of the Party relying thereon. Neither the contesting of any such order, judgments, action or inaction and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as willful misconduct or grossly negligent action or inaction by such Party;

(d) The suspension, termination, interruption, denial, or failure of or delay in renewal or issuance of any Governmental Approval (including due to any appeal), provided, however, that such suspension, termination, interruption, denial, or failure of or delay in renewal or issuance shall not be the result of the willful misconduct or grossly negligent action or inaction of the Party relying thereon. Neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as willful misconduct or grossly negligent action or inaction by such Party. Delay in issuance of a Governmental Approval resulting from the Redeveloper's failure to make an administratively complete submission for a Governmental Approval in accordance with Applicable Law shall not be an event of Force Majeure; or

(e) An inability to procure goods or services for any reason not caused by the willful misconduct or grossly negligent act or omission of the party claiming Force Majeure, including, without limitation, the limited manufacturing capacity of any suppliers; a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market; failure of transportation, strikes, lockouts, slowdowns or similar labor action by trade unions or any of their members, equipment manufacturers, suppliers of material and/or transporters of same; or any other economic condition that may adversely affect the Project, the Project Redevelopment or the real estate markets; or

(f) Acts or omissions of the other Party, except in conformance with this Redevelopment Agreement or Applicable Law, or as to the Redeveloper, acts or omissions of the Township.

Any event of Force Majeure affecting any counterparty to an agreement with either or both of the Parties hereto shall be considered an event of Force Majeure hereunder. Notice by the Party claiming such extension shall be sent to the other Party within thirty (30) calendar days of the commencement of the cause. During any Force Majeure event that affects part of the Project, to the extent reasonably practicable, the Redeveloper shall continue to perform its obligations for the rest of the Project. The existence of an event of Force Majeure shall not prevent a Party from declaring the occurrence of an Event of Default by the Party relying on such Force Majeure event; provided that the event that is the basis of the Event of Default is not a result of the Force Majeure event. Except for an event or events of Force Majeure resulting from acts or omissions of the Township, any event or events of Force Majeure will be deemed to have ceased to exist as of a date twenty-four (24) months from its initial occurrence.

Section 11.03. Remedies Upon Event of Default by the Redeveloper.

(a) If an Event of Default by the Redeveloper occurs which is not cured under Section 11.01(a) and subject to the rights of a Holder under Section 10.02 hereof, the Township shall have the right, in its sole and absolute discretion, to the following:

(b) Termination of this Agreement, in whole or in part, upon the expiration of the applicable cure period with respect to the Project or to otherwise de-designated the Redeveloper.

(c) The withholding of the issuance of any Certificate(s) of Occupancy and/or Certificate of Completion as to the Project until the Event of Default has been cured.

(d) To declare and direct the appropriate Township official to enforce the forfeiture of the performance guarantees if such Event of Default is with respect to an obligation for which such performance guarantee was furnished.

(e) All other remedies at law or in equity.

Section 11.04. Remedies Upon Events of Default by the Township. In the event that an Event of Default by the Township occurs, which is not cured under Section 11.01(b) hereof, then the Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Township, as applicable, under this Redevelopment Agreement, including an action for specific performance and/or damages. Further, but subject to any cure provisions afforded the Township hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, to terminate this Redevelopment Agreement.

Section 11.05. Failure or Delay. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 11.06. Remedies Cumulative. No remedy in favor of Redeveloper conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by Redeveloper shall not constitute a waiver of the right to pursue other available remedies.

Section 11.07. Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting party of its obligations under this Redevelopment Agreement unless this Redevelopment Agreement is terminated as a result of such Event of Default, as and to the extent permitted hereunder.

Section 11.08. Mitigation. The Parties shall act reasonably to mitigate any damages that may be incurred as a result of an Event of Default hereunder; provided, however, that the costs of any mitigation efforts shall be at the sole cost of the defaulting Party.

Section 11.09. Replacement of Redeveloper. Upon termination of this Redevelopment Agreement by the Township due to an Event of Default by the Redeveloper, the Township shall, pursuant to its responsibilities and obligations under Applicable Law, use reasonable efforts to designate a replacement redeveloper for the Project. Such replacement redeveloper shall be designated as soon and in such a manner as the Township shall find feasible and consistent with the objectives of Applicable Law and of the Redevelopment Plan. Consistent with Section 3.02,

Redeveloper shall deliver to the Township originals of all Plans and Specifications and other Project documents to the extent in the possession and control of the Redeveloper or its consultants, contractors, engineers, architects or agents, and shall upon request execute assignments of all Project documents and other rights and agreements pertaining to the Project in favor of the Township. Any proceeds resulting from the designation of the replacement redevelopment shall be applied as follows;

- (a) First, to all Township Costs;
- (b) Second, to reimburse the Redeveloper, its successors or transferees up to the amount equal to the Redeveloper's actual costs (exclusive of profit and development or management fees paid to Redeveloper or its Affiliates) associated with the Project, for land acquisition, engineering, site improvement, developer costs and other costs expressly required by this Redevelopment Agreement; and
- (c) Any Remaining balance after such reimbursements shall be remitted to the Township.

ARTICLE XII INSURANCE

Section 12.01. Insurance – General Requirements. At all times during the construction of the Project, and until such time as the City shall issue a Certificate of Completion for the Project in accordance with the provisions of this Redevelopment Agreement, the Redeveloper shall maintain, or cause to be maintained by its contracts, who shall name the Township as an additional named insured and provide proof of same, insurance for the mutual benefit of the Township and the Redeveloper as their interests may appear:

- (a) Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, in amounts sufficient to prevent the Township or Redeveloper from becoming a co-insurer within the terms of the applicable policies, and in any event, in amounts not less than 100% of the then full insurable value of the Project;
- (b) All claims for bodily injury and property damage, under a policy of comprehensive general public liability insurance, with such limits as may be reasonably required by the Township from time to time, but not less than \$1 million per occurrence in respect of injury or death and \$2 million per occurrence for property damage, plus excess (“umbrella”) liability policies with coverage not less than \$5 million;
- (c) Works compensation insurance in an amount not less than \$1 million or as statutorily may be required under Applicable Laws for employees of Redeveloper and its contractors;
- (d) Builder's risk insurance;

(e) Environmental insurance coverage to defend and indemnify the Township during the course of any Remediation work to be performed by the Redeveloper, should such coverage be commercially available based upon the anticipated cost of said Remediation work, to be posted in the event such Remediation costs exceed \$5 million; and

(f) Such other hazards and in such amounts as the Township may reasonably require provided that such insurance is then customarily maintained in buildings of similar construction, use and class in the area in which the Project is located.

The Redeveloper's obligation to provide insurance, or to arrange for its contractors to provide insurance, at to the Project shall cease upon the issuance of a Certificate of Occupancy as to the Completion of Construction undertaken by the Redeveloper.

The Redeveloper shall furnish the Township with satisfactory proof that it has obtained all applicable insurance as described in this Section from insurance companies or underwriters reasonably satisfactory to the Township. The Redeveloper shall furnish to the Township certificates of the preceding types of insurance showing the type, amount, and class of operations insured and the effective and expiration dates of the policies. Until construction of the Project is completed and a Certificate of Completion issued, the Redeveloper shall, on an annual basis, provide the Township with proof that the aforesaid insurance policies are being maintained.

Section 12.02. Insurance – Restrictions. All insurance provided for under this Redevelopment Agreement will be reasonably effected under valid enforceable policies issued by insurers rated "A-" or better by A.M. Best and reasonably acceptable to the Township. On or before the Effective Date, certificates procured by Redeveloper pursuant to Section 12.01 above must (i) specify therein the amount of the total insurance allocated to the Project, which amount shall not be less than the amount required to be carried in Section 12.01 above, and (ii) not contain any clause which would result in the insured thereunder being required to carry insurance with respect to the property covered thereby in an amount equal to a minimum specified percentage of the full insurable value of such property in order to prevent the insured therein named from becoming a co-insurer of any loss with insurer under such policy, (iii) specify that any loss will be payable to the Township, notwithstanding any act or negligence of the Redeveloper which might otherwise result in the forfeiture of said insurance, (iv) specify that such policies may not be canceled except upon thirty (30) days prior written notice to each named insured and loss payee, and (v) specify that the coverage afforded thereby must not be affected by the performance of any work in or about the Project Site. All insurance provided under this Article XII may contain loss deductible clauses of not greater than \$50,000, or such higher maximum amounts as the Township approves in its reasonable and sole discretion.

All insurance policies obtained pursuant to this Article XII must include waivers of subrogation against the Township and the Redeveloper.

**ARTICLE XIII
MISCELLANEOUS**

Section 12.01. Notices. Formal notices, demands and communications between the Township and the Redeveloper (“Notice”) shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such Notice is deemed effective upon delivery. Such Notice may be sent in the same manner to such other addresses as either Party may from time to time designate by written notice.

Copies of all Notices shall be sent as follows:

If to the Township:

Wendy Gibson, Business Administrator
Township of Westampton
710 Rancocas Road
Westampton, New Jersey 08060

With a copy to:

Robert N. Wright, Jr., Esq., Township Solicitor
Malamut & Associates, LLC
457 Haddonfield Road Suite 500
Cherry Hill, New Jersey 08002

If to the Redeveloper:

Westampton Realty Urban Renewal, LLC c/o Avani Goragandhi
25 Glenn Oaks Court
Old Bridge, New Jersey 08857

With a copy to:

George H. Hulse, Esq.
Hulse & Wynter, LLC
1624 Jacksonville Road
Burlington, New Jersey 08016

Section 12.02. Non-Liability of Officials and Employees of the Township or Township. No member, official or employee of the Township or Township shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

Section 12.03. Non-Liability of Officials and Employees of Redeveloper. No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Township, or their successors, on any obligation under the terms of this Redevelopment Agreement.

Section 12.04. No Brokerage Commissions. The Township and the Redeveloper each represent one to the other that no real estate broker initiated, assisted, negotiated or consummated this Redevelopment Agreement as broker, agent, or otherwise acting on behalf of either the Township or the Redeveloper, and the Township and the Redeveloper shall indemnify each other with respect to any claims made by any person, firm or organization claiming to have been so employed by the indemnifying party.

Section 12.05. Provisions Not Merged With Deeds. To the extent that the provisions of this Redevelopment Agreement are intended to bind the Redeveloper's assigns and successors, its provisions shall not be merged by reason of any deeds transferring title to any portion of the Project Area from the Redeveloper or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Redevelopment Agreement.

Section 12.06. Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors, and administrators.

Section 12.07. Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 12.08. Severability. If any term or provision of this Redevelopment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 12.09. Execution of Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile) and when each party has executed and delivered at least one counterpart, this Redevelopment Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

Section 12.10. Prior Agreements Superseded. This Redevelopment Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes any prior agreement and all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Section 12.11. Waivers and Amendments in Writing. All waivers of the provisions of this Redevelopment Agreement must be in writing and signed by the appropriate authorities of the Township and the Redeveloper and all amendments hereto must be in writing and signed by the appropriate authorities of the Township and the Redeveloper.

Section 12.12. Drafting Ambiguities; Interpretation. In interpreting any provision of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Redevelopment Agreement, each party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and have contributed to the final form of same.

Section 12.13. Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the Applicable Laws of the State, and any disputes arising hereunder shall be resolved in the Superior Court, State of New Jersey, Mercer County Vicinage.

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

WITNESS/ATTEST:

TOWNSHIP OF WESTAMPTON

Marion Karp, Township Clerk

By: _____
Sandy Henley, Mayor

WITNESS/ATTEST:

**WESTAMPTON REALTY URBAN
RENEWAL, LLC**

By: _____
Avani Goragandhi, Managing Member

EXHIBIT A
LEGAL DESCRIPTION

See and insert attached "Exhibit A"

EXHIBIT B

PROJECT DESCRIPTION AND SITE PLAN

See and insert attached "EXHIBIT B"

EXHIBIT C

PROJECT SCHEDULE

1	The Township and the Redeveloper Execute and Deliver the Redevelopment Agreement	Effective Date June , 2021
2	Redeveloper obtains all Governmental Approvals required for Commencement of Construction	Within 270 days after the Effective Date
3	Redeveloper closes on financing for Project	Within 360 days after the Effective Date
4	Commencement of Construction	Within 540 days after the Effective Date
5	Completion of Construction	Within 900 months after the Commencement of Construction

EXHIBIT D

**FORM OF DECLARATION OF REDEVELOPER
COVENANTS AND RESTRICTIONS**

To be prepared and attached

EXHIBIT E

FORM OF CERTIFICATE OF COMPLETION

Record and Return to:

CERTIFICATE OF COMPLETION

Pursuant to Section 7.01 of the Redevelopment Agreement by and between the Township of Westampton (the "Township") and Westampton Realty Urban Renewal, LLC (the "Redeveloper"), dated as of June _____, 2021], (the "Redevelopment Agreement"), the undersigned, as of the date hereof, certifies that (all undefined terms used herein shall have the same meaning ascribed to them in the Redevelopment Agreement):

(i) the Project in its entirety has been Completed as of [_____], in accordance with the Redevelopment Agreement and in compliance with Applicable Laws so that the Project in its entirety may, in all material respects, be used and operated under the applicable provisions of the Redevelopment Agreement;

(ii) all permits, licenses and approvals that are required in order for the Redeveloper to Complete the Project or such other work or action to which such term is applied are, to the extent so required, in full force and effect;

(iii) such Completion has been further evidenced by a written certificate of the Redeveloper and a certificate of the Redeveloper's engineer evidencing completion of the Project, which certificates are attached hereto as **Attachment 1**:

(iv) the Project is being operated in accordance with the terms and provisions of the Redevelopment Agreement, the Redevelopment Plan and Applicable Laws; and

(v) a copy of any Certificate of Occupancy issued with respect to any portion or portions of the Project for which a Certificate of Occupancy is required is attached hereto as **Attachment 2**.

The conditions determined to exist at the time the Redevelopment Area was determined to be an area in need of redevelopment no longer exist with respect to the Project Area. The Project Area shall no longer be subject to (i) any covenant running with the land covered by this Certificate of Completion for the benefit of the Township, and (ii) eminent domain for purposes of redevelopment as a result of those determinations.

The Declaration recorded in the office of the Burlington County clerk on [_____] in deed book [____], page [____] is hereby discharged of record and is void and of no further force and effect.

This certificate is given without prejudice to any rights against third parties which exist on the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Completion of Project to be executed as of the [____] day of [_____].

WITNESS OR ATTEST:

TOWNSHIP OF WESTAMPTON

By: _____

By: _____

Acknowledgment

STATE OF NEW JERSEY :

:SS

COUNTY OF BURLINGTON :

On this [____] day of [_____] before me, personally appeared _____, the _____ of the Township of Westampton, a public body corporate and politic organized and existing under and by virtue of the laws of the State of New Jersey, who I am satisfied is the person who executed the foregoing instrument; and s/he acknowledged that s/he executed the foregoing instrument as the act of the corporation and that s/he was authorized to execute the foregoing instrument on behalf of the corporation.

To Be Completed

Attachment 1

REDEVELOPER'S CERTIFICATE

Pursuant to Section 7.01 of the Redevelopment Agreement by and between the Township of Westampton (the "Township") and Westampton Realty Urban Renewal, LLC (the "Redeveloper"), dated as of June , 2021, (the "Redevelopment Agreement"), the Redeveloper certifies as follows to the best of its knowledge information and belief (capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Redevelopment Agreement):

(i) the Project in its entirety has been completed as of [_____], in accordance with the Township of Westampton building and construction code, the Redevelopment Agreement, the Redevelopment Plan and in compliance with Applicable Laws so that the Project in its entirety may, in all material respects, be used and operated under the applicable provisions of the Redevelopment Agreement;

(ii) all permits, licenses and approvals that are required in order for Redeveloper to Complete the Project or such other work or action to which such term is applied are, to the extent so required, in full force and effect;

(iii) Redeveloper has performed or has caused to be performed all of its duties and obligations under the Redevelopment Agreement with respect to the Project;

(iv) attached hereto is a certificate of [_____], Redeveloper's engineer, evidencing completion and certification of the Project; and

(v) the Project is being operated in accordance with the terms and provisions of the Redevelopment Agreement, the Redevelopment Plan and Applicable Laws.

By: _____
Name:
Title:

To Be Completed

Acknowledgment

STATE OF NEW JERSEY :

:SS

COUNTY OF BURLINGTON :

On this [] day of [] before me, personally appeared Avani Goragandhi, the Managing Member of the [Redeveloper], a Limited Liability Company organized and existing under and by virtue of the laws of the State of New Jersey, who I am satisfied is the person who executed the foregoing instrument; and s/he acknowledged that s/he executed the foregoing instrument as the act of the corporation and that s/he was authorized to execute the foregoing instrument on behalf of the corporation.

To Be Completed

Exhibit 2

CERTIFICATE OF OCCUPANCY

To Br Supplied

EXHIBIT F
CERTIFICATE OF INCUMBENCY

To Be Supplied

EXHIBIT A

Real property in Westampton Township, County of Burlington, State of New Jersey, described as follows:

Being Units Number 1 and 3 in that certain MASTER DEED OF WESTAMPTON REALTY CONDOMINIUM COMPLEX, A CONDOMINIUM, referred to as C-101 and C-103, also known as Block 805, Lot 1 on the official tax map of the Township of Westampton.

Being a part of the same premises vested in Grantor by a Bargain and Sale Deed from 2015 Burlington Mount Holly Road, LLC, dated July 31, 2017, recorded August 14, 2017 in Deed Book OR13292, Page 9539, Instrument #5323196.

EXHIBIT B

NARRATIVE DESCRIPTION OF PROJECT

Westampton Realty Urban Renewal, LLC is the titled owner of the Applicant of the approximate six (6) plus or minus acres of Block 805, Lot 1, the site located at the north side of the turnpike entrance on Route 541 in the township. The project which is the subject of an Approved Redevelopment Plan and long-term tax abatement application encompasses part of the overall Block 801, Lot 1. The parcel had been condominiumed into three lots, C-101, C-102, and C-103. The currently existing Red Roof Inn motel is situated on Lot C-102. That parcel titled in the name of "Westampton Hospitality, LLC" is not directly part of the Redevelopment Plan which applies to C-101 and C-103. The overall property was originally built out in 1953 and 1954 as the site of a Howard Johnson restaurant and motel shortly after the New Jersey Turnpike Interchange 5 was completed. Over the next 60 years, the motel was added onto, the brand name changed from Howard Johnson's, the restaurant changed hands and finally closed, and lastly, in 2018, all the structures on the site were demolished except for the presently standing Red Roof Inn, which was the site of the original Howard Johnson's motel building. The inn is operated by the title owner, Westampton Hospitality, LLC, an entity the sole member of which Avani B. Gandhi; (C-102) she is also the sole member of Westampton Realty Urban Renewal, LLC, owner of the remaining condominium parcels.

The applicant proposes to continue the Red Roof Inn facility separate and apart from the parcels which are subject to the application for long-term tax benefits, and add two Hilton branded hotels to the south side of the property, (C-103) one of which will be an extended stay facility. The hotels will be in one building connected by shared reception area, conference rooms, entrance, etc. Along Rt. 541 on the north side of the site, (C-101) a national brand restaurant and bar facility is proposed. Also on the south side along Rt. 541 will be another stand-alone building for a yet to be determined use, but probably a drive-through occupant such as Starbucks coffee. The freestanding signs located on the property will be refurbished and the two advertising signs (one facing northbound turnpike roadway and the other facing Rt. 541 southbound) are currently approved and licensed by the appropriate authorities and will be refurbished. All of the proposed improvements are shown on the attached Approved Redevelopment Plan. The new hotel buildings may be modular construction stick built in the style of Hilton's other national branding facilities. They will probably have a composite masonry type material on the outside surfaces. The new restaurant will be in the tenants typical national brand style, as well as the second potential drive-through building. Attached are sample renderings of the Hilton buildings and the restaurant.

The extended stay Hilton Hotel will have sufficient kitchen facilities for short-term stays. However, any approval language will prohibit any long-term residential uses. Other than those restrictions, there are no other restrictions for the potential use of the subject facilities. There are no age restrictions or other type of group restrictions applicable to the project.

TOWNSHIP OF WESTAMPTON

RESOLUTION REFUNDING
TAXES OVERPAID DUE TO
DUPLICATE PAYMENT

RESOLUTION NO. 79-21

WHEREAS, the Tax Collector has reviewed a request for refund of taxes due to a duplicate payment by both the mortgage company and the homeowner; and

NOW, THEREFORE, be it resolved that the Township Committee approves the following amount to be refunded:

Block 1102.01 Lot 16

Amount: \$1,872.81

Property Location: 31 Kingswood Court

Name: Martin

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on June 15, 2021. Wendy Gibson, Acting Township Clerk.

Wendy Gibson, Acting Township Clerk

Roll Call Vote						
Committee Member	Introduced	Seconded	Yes	No	Abstain	Absent
DeSilva						
Eckart						
Mayor Henley						
Mungo						
Wisniewski						



Westampton Township

Established 1850

710 Rancocas Road, Westampton, N. J. 08060

Office of the Tax Collector

Phone Number (609)261-5914 Fax Number (609)267-7398

Office Hours 8:00AM to 4:00 PM

DATE: JUNE 3, 2021

TO: WENDY GIBSON-ACTING TWP CLERK

FROM: CAROL A. LAYOU-TAX COLLECTOR *Cal*

RE: REFUND OF DUPLICATE TAX PAYMENT

PLEASE REFUND THE FOLLOWING PROPERTY OWNER—AS MORTGAGE COMPANY BOTH PAID 4th QTER 2020 TAXES AND THE TAX ASSESSOR DECLARED THE PROPERTY TOTALLY TAX EXEMPT:

BLOCK	LOT	NAME/ADDRESS	AMOUNT
1102.01	16	MADLINE E. MARTIN 31 KINGSWOOD COURT	\$1872.81

CHECK PAYABLE:

THE FEDERAL SAVINGS BANK
4120 W. DIVERSEY AVE., STE C501
CHICAGO, IL 60639

TOWNSHIP OF WESTAMPTON

RESOLUTION REFUNDING
TAXES OVERPAID DUE TO
DUPLICATE PAYMENT

RESOLUTION NO. 80-21

WHEREAS, the Tax Collector has reviewed a request for refund of taxes due to a duplicate payment by both the mortgage company and the homeowner; and

NOW, THEREFORE, be it resolved that the Township Committee approves the following amount to be refunded:

Block 203.07 Lot 4

Amount: \$402.19

Property Location: 8 Sharpless Blvd

Name: Johnson

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on June 15, 2021. Wendy Gibson, Acting Township Clerk.

Wendy Gibson, Acting Township Clerk

Roll Call Vote						
Committee Member	Introduced	Seconded	Yes	No	Abstain	Absent
DeSilva						
Eckart						
Mayor Henley						
Mungo						
Wisniewski						



Westampton Township

Established 1850

710 Rancocas Road, Westampton, N. J. 08060

Office of the Tax Collector

Phone Number (609)261-5914 Fax Number (609)267-7398

Office Hours 8:00AM to 4:00 PM

DATE: JUNE 2, 2021

TO: WENDY GIBSON-ACTING TWP CLERK

FROM: CAROL A. LAYOU-TAX COLLECTOR

RE: REFUND OF DUPLICATE TAX PAYMENT

PLEASE REFUND THE FOLLOWING PROPERTY OWNERS—AS MORTGAGE COMPANY BOTH PAID 2ND QTER 2021 TAXES:

BLOCK	LOT	NAME/ADDRESS	AMOUNT
203.07	4	JOHNSON, ANNETTE 8 SHARPLESS BLVD	\$402.19

CHECK PAYABLE:

**LERETA TAX & FLOOD SERVICES
901 CORPORATE CENTER DR
POMONA, CA 91768**

TOWNSHIP OF WESTAMPTON

RESOLUTION OF ANTICIPATION OF SPECIAL ITEMS
OF REVENUE IN THE 2021 LOCAL MUNICIPAL BUDGET WITH
THE CONSENT OF THE DIRECTOR OF THE DIVISION
OF LOCAL GOVERNMENT SERVICES

RESOLUTION NO. 81-21

WHEREAS, N.J.S.A. 40A:4-87 permits the Director of the Division of Local Government Services to approve the insertion of a special item of revenue, and

WHEREAS, the Township is desirous of inserting this item in the 2021 local budget.

NOW, THEREFORE BE IT RESOLVED, that the Township Committee of the Township of Westampton, County of Burlington, hereby requests the Director of the Division of Local Government Services to add the following items of revenue and appropriation to the 2021 Local Municipal Budget:

Revenue:	
Bullet Proof Vest Grant	\$2,337.94
Appropriation:	
Bullet Proof Vest Grant	\$2,337.94

BE IT FURTHER RESOLVED, that one copy of this resolution should be filed with the Director of the Division of Local Government Services.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Committee of the Township of Westampton, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 710 Rancocas Road, Westampton, New Jersey 08060 on June 15, 2021. Wendy Gibson, Acting Township Clerk.

Wendy Gibson, Acting Township Clerk

Roll Call Vote						
Committee Member	Introduced	Seconded	Yes	No	Abstain	Absent
DeSilva						
Eckart						
Mayor Henley						
Mungo						
Wisniewski						