



**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
MEETING CONDUCTED IN THE COURTROOM
AND VIA VIDEO TELECONFERENCING
6:30 PM - EXECUTIVE SESSION
REVISED 2/10/2021
February 10, 2021**

7:00 PM - COUNCIL REGULAR MEETING

1. CALL TO ORDER
2. FLAG SALUTE
3. Statement of Conformance with the Open Public Meetings Act
4. ROLL CALL
5. EXECUTIVE SESSION
 - 5.a **Resolution No. 78-2021: Resolution Authorizing the Mayor, Township Council and Support Staff to Meet in Private Session and Authorizing the Exclusion of the Public From that Portion of the Meeting Dealing With Specific Issues Requiring Non-Public Discussions - Contractual Matters - Barclay Chase**
6. APPROVAL OF MINUTES
 - 6.a
 - **December 1, 2020 - Regular Meeting**
 - **December 15, 2020 - Regular Meeting**
7. PROCLAMATIONS
 - 7.a **Black History Month**
8. PRESENTATIONS
 - 8.a **Environmental Commission Stormwater Management Recommendations**
9. Preliminary Public Comment on Agenda Items Only

(In accordance with Section 3-9 of Code of Township of Evesham - Limited to 5 minutes per speaker/not to exceed 15 minutes)
10. ORDINANCES - SECOND READING
 - 10.a **Ordinance No. 5-2-2021**

(Public Hearing)

Ordinance Authorizing the Township of Evesham, In the County of Burlington, New Jersey to Enter Into A Financial Agreement Between the Township and Barclay Chase At Marlton II Urban Renewal, L.L.C. For Certain Property Within the Aristone Tract and DPW Site Redevelopment Area

10.b **Ordinance No. 6-2-2021**

(Public Hearing)

An Ordinance of the Township of Evesham Creating a Redevelopment Community Development Fund and Providing Processes for Funding and Utilizing Such Fund

11. ORDINANCES - FIRST READING

11.a **Ordinance 7-2-2021**

(Public Hearing - February 24, 2021)

Calendar Year 2021 Model Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A 40A: 4-45.14)

11.b **Ordinance No. 8-2-2021**

(Public Hearing February 24, 2021)

An Ordinance of the Township of Evesham to Repeal Ordinance 2-2-2020 As Amended Which Provided For Salaries and Compensation to Be Paid to the Officers and Employees of the Township of Evesham and Substitute Therefore Salaries and Compensation Herein For the Year 2021 and Beyond

11.c **Ordinance No. 9-2-2021**

(Public Hearing February 24, 2021)

Ordinance of the Township of Evesham Repealing and Replacing Chapter 62-28 Stormwater Facilities and Stormwater Management Systems In Non-Pinelands Areas

11.d **Ordinance No. 10-2-2021**

(Public Hearing February 24, 2021)

Ordinance of the Township of Evesham - Amending Chapter 72 Fees

11.e **Ordinance No. 11-2-2021**

(Public Hearing - February 24, 2021)

An Ordinance Amending the Township Code of the Township of Evesham, Found at Chapter 3 Administrative Code and Chapter 11 Golf Course, Municipal

12. RESOLUTIONS

12.a **Resolution No. 79-2021: Authorizing Emergency Temporary Appropriations (2021-1)**

13. MAYORAL APPOINTMENTS

- 13.a [Human Rights Advisory Council - Chairperson](#)
[Evesham Economic Advisory Council - Chairperson](#)

14. CONSENT AGENDA - RESOLUTIONS

NOTE: Consent Agenda items are considered to be routine and will be enacted with a single motion; any items requiring expenditure are supported by a Certification of Availability of funds; any items requiring discussion will be removed from the Consent Agenda.

- 14.a [Resolution No. 80-2021: Authorizing an Affordable Housing Down payment Assistance Loan Repayment Agreement With the Prospective Purchaser/Owner of an Affordable Housing Unit Located in Evesham Township- 2201 Rabbit Run Road](#)
- 14.b [Resolution No. 81-2021: Ratifying Membership In a Mutual Aid and Assistance Agreement With Participating Units - Burlington County Mutual Aid and Assistance Agreement Between Participating Units](#)
- 14.c [Resolution No. 82-2021: Authorizing the Acceptance of Gift - Donation to the Evesham Township Police Department For 500 General Use Masks](#)
- 14.d [Resolution No. 83-2021: Evesham Municipal Alliance on Substance Abuse Membership Revisions](#)
- 14.e [Resolution No. 84-2021: Resolution to Cancel Outstanding Checks](#)
- 14.f [Resolution No. 85-2021: Authorizing Sale of Surplus Property](#)
- 14.g [Resolution No. 86-2021: Resolution Authorizing the Cancellation and Refund of Property Taxes - Block 94, Lot 21.03 - 100% Totally & Permanently Disabled Veteran](#)
- 14.h [Resolution No. 87-2021: Resolution Authorizing the Cancellation and Refund of Property Taxes - Block 44.19, Lot 18 - 100% Totally & Permanently Disabled Veteran](#)
- 14.i [Resolution No. 88-2021: Authorizing the Execution of a Certification Regarding Consideration of Arrest and Conviction Records in Employment Decisions](#)

MOTIONS

- 15. PUBLIC COMMENTS (In accordance with Section 3-9 of Code of Township of Evesham - Limited to 5 minutes per speaker)
- 16. STAFF COMMENTS

Manager's Report - **Robert Corrales**

Engineer's Report - **Timothy Staszewski**

Finance Report - **Liz Peddicord**

Community Development Report - **Kevin Rijs**

Public Works Report - **Tom Kohl**

Police Report - **Chief Chew**

16.a [Engineer Report - February, 2021](#)

17. COUNCIL COMMENTS

18. ADJOURNMENT - Next Scheduled Meeting - Wednesday, February 24, 2021 @ 7:00 PM

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021**

SUMMARY:

Resolution No. 78-2021: Resolution Authorizing the Mayor, Township Council and Support Staff to Meet in Private Session and Authorizing the Exclusion of the Public From that Portion of the Meeting Dealing With Specific Issues Requiring Non-Public Discussions - Contractual Matters - Barclay Chase

RECOMMENDED ACTION:

ATTACHMENTS:

[EXECUTIVE SESSION RES.docx](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 78-2021

RESOLUTION AUTHORIZING THE MAYOR, TOWNSHIP COUNCIL
AND SUPPORT STAFF TO MEET IN PRIVATE SESSION AND AUTHORIZING
THE EXCLUSION OF THE PUBLIC FROM THAT PORTION OF THE MEETING
DEALING WITH SPECIFIC ISSUES REQUIRING NON-PUBLIC DISCUSSIONS

WHEREAS, NJSA 10:4-6 *et seq.*, a law known as the New Jersey
Open Public Meetings Act requires that the public be permitted
to be present at all meetings of public bodies; and

WHEREAS, NJSA 10:4-12 permits the exclusion of the public
only during the discussion by a public body of certain specific
matters; and

WHEREAS, the New Jersey Open Public Meetings Act requires
the adoption of a resolution by the Mayor and Council prior to
the public body's right to exclude the public from any meeting;
and

WHEREAS, the Township Council of the Township of Evesham
finds it necessary to adopt a resolution authorizing the
exclusion of the public from a portion of this meeting in
accordance with the law,

NOW THEREFORE BE IT RESOLVED, by the Mayor and Township
Council of the Township of Evesham, County of Burlington, and
State of New Jersey as follows:

1. The public shall be excluded from a portion of this
meeting to allow and facilitate private discussion
among Mayor, Council and staff of the subjects listed
in this resolution.

2. The Mayor and Township Council do hereby state and declare that the general nature of the subject matter to be discussed is as follows:

CONTRACTUAL MATTERS - BARCLAY CHASE

3. In accordance with the New Jersey Open Public Meeting Act, the Township Council anticipates that the deliberation conducted in closed session may be disclosed to the public upon the completion of this matter and upon the determination of the Township Council that public interest will no longer be served by such confidentiality and if not then legally privileged.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey at a meeting held at the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 10, 2021

Mary Lou Bergh, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021**

SUMMARY:

- December 1, 2020 - Regular Meeting
- December 15, 2020 - Regular Meeting

RECOMMENDED ACTION:

ATTACHMENTS:

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021**

SUMMARY:

Black History Month

RECOMMENDED ACTION:

ATTACHMENTS:

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021**

SUMMARY:

Environmental Commission Stormwater Management Recommendations

RECOMMENDED ACTION:

ATTACHMENTS:

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021

SUMMARY:

Ordinance No. 5-2-2021

(Public Hearing)

Ordinance Authorizing the Township of Evesham, In the County of Burlington, New Jersey to Enter Into A Financial Agreement Between the Township and Barclay Chase At Marlton II Urban Renewal, L.L.C. For Certain Property Within the Aristone Tract and DPW Site Redevelopment Area

RECOMMENDED ACTION:

ATTACHMENTS:

[Ord 5-2-2021_Pilot Agreement_Barclay Chase at Marlton II Urban Renewal LLC.docx](#)

[Pages from Barclay Chase at Marlton II Urban Renewal LLC - Financial Agreement.pdf](#)

**TOWNSHIP OF EVESHAM
ORDINANCE NO. 5-2-2021**

**ORDINANCE AUTHORIZING THE TOWNSHIP OF EVESHAM,
IN THE COUNTY OF BURLINGTON, NEW JERSEY TO ENTER INTO A
FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP AND BARCLAY CHASE
AT MARLTON II URBAN RENEWAL, L.L.C. FOR CERTAIN PROPERTY WITHIN
THE ARISTONE TRACT AND DPW SITE REDEVELOPMENT AREA**

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, in order to stimulate redevelopment for the Township of Evesham, the Township has formally designated the property within the Township which formally housed the Township's Department of Public Works yard, Block 16, Lot 1.03 (the "**Project Site**") as an "area in need of redevelopment" in accordance with the Act; and

WHEREAS on July 14, 2020, the Township designated Fieldstone Associates, L.P. as "redeveloper" for the Project Site; subject to the negotiation and execution of a Redevelopment Agreement; and

WHEREAS, Fieldstone Associates, L.P. created Barclay Chase At Marlton II Urban Renewal, LLC to serve as redeveloper of the Project Site (the "**Redeveloper**"); and

WHEREAS, on October 28, 2020, the Redeveloper. and the Township executed a Redevelopment Agreement for the construction of a residential rental housing project consisting of up to 91 market rate units and 16 affordable units, together with parking and other site improvements (the "**Improvements**" or the "**Project**"); and

WHEREAS, in accordance with the Long-Term Tax Exemption Law, on October 5, 2020, the Redeveloper submitted a written application (the "**Application**") to the Township for approval of a long-term tax exemption for the Improvements to the extent permitted by the Long-Term Tax Exemption Law (the "**LTTE Law**"); and

WHEREAS, the Township has made the following findings with respect to the Project:

- A. Relative benefits of the Project:
 - I. The Project will provide additional market rate and affordable housing in the Township, along with the renewal and revitalization of the Redevelopment Area.
 - II. The Township will benefit from the creation of approximately 100 construction jobs and 5 permanent new jobs.

- III. The Project Site is the former location of the Township Department of Public Works facilities and as such was exempt public property, generating no tax revenue for years.
- IV. Without the tax exemption granted herein, it is highly unlikely that the Redeveloper would have proceeded with the Project.
 - B. Assessment of the importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:
 - I. Given the challenges of developing this unique parcel and the uncertainties of the market, in the absence of the long-term tax exemption provided by the tax exemption, the development as proposed would have questionable viability.

WHEREAS, to promote the viability of the Project and based on the Application, the Township desires to grant the requested tax exemption and approve a schedule of payments in lieu of taxes in accordance with the terms and provisions set forth in the financial agreement attached hereto as Exhibit A (the "**Financial Agreement**"); and

WHEREAS, the LTTE permits the use of financial agreements between municipalities and urban renewal entities to advance projects implementing a redevelopment plan for a duly designated redevelopment area; and

WHEREAS, the Project would be located in the Aristone Tract and DPW Site Redevelopment Area and would be constructed in accordance with the Redevelopment Plan; and

WHEREAS, the LTTE further requires that financial agreements entered into pursuant to its terms be approved by a municipal ordinance; and

WHEREAS, the Township Council desires to approve the Financial Agreement and authorize the Mayor to execute the same;

NOW THEREFORE BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF EVESHAM as follows:

Section 1. Recitals. The recitals are fully incorporated herein.

Section 2. Approval of the Financial Agreement. The Financial Agreement substantially in the form attached hereto as Exhibit A, together with any non-substantive changes as may be required, are hereby approved.

Section 3. Execution of the Financial Agreement. The Mayor of the Township of Evesham, in the County of Burlington (the "Mayor") is hereby authorized and directed, upon satisfaction of all the legal conditions precedent to the execution and delivery by the Township of the Financial Agreement, to execute the Financial Agreement in substantially the form of the

draft attached hereto and with such non-substantive changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the Township, deems in the Mayor’s sole discretion to be necessary or desirable for the execution thereof, which execution thereof shall conclusively evidence the Mayor’s consent to any such changes thereto.

Section 4. Attestation and Sealing of the Financial Agreement. The Clerk of the Township is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon affix the corporate seal of the Township upon such document.

Section 5. Implementation of the Financial Agreement. Upon the execution and attestation and placing of the seal on the Financial Agreement as contemplated by Sections 3 and 4 hereof, 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 Financial Agreement.

Section 6. Severability. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

Section 7. Availability Of The Ordinance. A copy of this Ordinance shall be available for public inspection at the offices of the Township.

Section 8. Effective Date. This ordinance shall take effect in accordance law.

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

Adopted on second and
final reading on

Mayor Veasy

ATTEST

Mary Lou Bergh Township Clerk

Ordinance No. 5-2-2021

EXHIBIT A
FORM OF FINANCIAL AGREEMENT

Financial Agreement

By and Between

Township of Evesham

and

BARCLAY CHASE AT MARLTON II URBAN RENEWAL, LLC

THIS FINANCIAL AGREEMENT (hereinafter “**Agreement**” or “**Financial Agreement**”), made this ____ day of ____, 2020, by and between Barclay Chase at Marlton II Urban Renewal, LLC (the “**Urban Renewal Entity**” or “**Redeveloper**”), a New Jersey limited liability company qualified to do business under the provisions of the *Long Term Tax Exemption Law of 1992*, as amended and supplemented, *N.J.S.A. 40A:20-1 et seq.* (the “**Exemption Law**”), with offices at 1065 Route 22 West, Bridgewater, New Jersey 08807, along with its permitted successors and/or assigns, and the Township of Evesham, a municipal corporation in the County of Burlington and the State of New Jersey (the “**Township**”; together with the Urban Renewal Entity, the “**Parties**”).

WITNESSETH:

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), authorizes a municipality to determine whether certain parcels of land in the municipality constitute “areas in need of rehabilitation” and/or “areas in need of redevelopment”; and

WHEREAS, on June 21, 2016, the Township Council of the Township (the “**Township Council**”), pursuant to *N.J.S.A. 40A:12A-6*, adopted Resolution 179-216 designating the property identified as Block 16, Lot 1.03 on the official tax map of the Township (“**Project Site**” or “**Redevelopment Area**”), as an “area in need of redevelopment” pursuant to the Redevelopment Law; and

WHEREAS, in order to facilitate the redevelopment of the Study Area, the Township Council also authorized the preparation of a redevelopment plan for the Property pursuant to the authority granted under the Redevelopment Law, that was adopted, after review and comment by the Planning Board, by the Township Council on; and

WHEREAS, on August 20, 2019 Ordinance 14-08-20129 was adopted by the Township Council adopting the Redevelopment Plan; and

WHEREAS, on _____, 2020, by way of Resolution ____, the Township designated _____, as redeveloper of the Redevelopment Area for a period not to exceed ____ days, with ____ additional, ____-day extensions at the Township’s sole discretion, in furtherance of the negotiation of comprehensive redevelopment and financial agreements to govern the Redevelopment Area; and

WHEREAS, the Township and the Redeveloper executed a redevelopment agreement, dated _____ (the “**Redevelopment Agreement**”), that set forth the terms and conditions upon which the Property is to be redeveloped; and

WHEREAS, in order to enhance the economic viability of and opportunity for a successful project, the Township now enters into this Financial Agreement with the Urban Renewal Entity, which Agreement shall govern payments made to the Township in lieu of real estate taxes on the Project pursuant to the Exemption Law; and

WHEREAS, the Urban Renewal Entity has filed an application (the “**Application**,” as further defined herein), with the Mayor of the Township for approval of a long term tax exemption for the Improvements (as defined herein) to the extent permitted by the Long-Term Tax Exemption Law (the “**LTTE Law**”); and

WHEREAS, the Township has made the following findings with respect to the Project:

A. Relative benefits of the Project:

- i. The Project will provide additional market rate and affordable housing in the Township, along with the renewal and revitalization of the Redevelopment Area.
- ii. The Township will benefit from the creation of approximately 100 construction jobs and 5 permanent new jobs.
- iii. The Project Site is the former location of the Township Department of Public Works facilities and as such was exempt public property, generating no tax revenue for years.
- iv. Without the tax exemption granted herein, it is highly unlikely that the Urban Renewal Entity would have proceeded with the Project.

B. Assessment of the importance of the tax exemption in obtaining development of the Project and influencing the locational decisions of probable occupants:

- i. Given the challenges of developing this unique parcel and the uncertainties of the market, in the absence of the long-term tax exemption provided by the tax exemption, the development as proposed would have questionable viability.

WHEREAS, upon consideration of the Application and the Mayor's recommendations with respect thereto pursuant to *N.J.S.A.* 40A:20-8, the Township Council, on _____ adopted Ordinance No. _____ (the “**Ordinance**”), authorizing the execution of this Agreement and granting a tax exemption in accordance with the terms hereof; and

WHEREAS, in order to satisfy requirements of the Exemption Law and to set forth the terms and conditions under which the Parties shall carry out their respective obligations with respect to the Annual Service Charge (as such term is defined herein), the Parties have determined to execute this Financial Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I
GENERAL PROVISIONS

Section 1.01 Governing Law – THIS FINANCIAL AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE EXEMPTION LAW, THE REDEVELOPMENT LAW AND ALL OTHER APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD AND AGREED THAT EACH AND EVERY PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING WITHOUT LIMITATION, ANY UNIT, AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THIS FINANCIAL AGREEMENT.

Section 1.02 General Definitions. The following terms shall have the meaning assigned to such term in the preambles hereof:

Agreement	Planning Board
Redevelopment Plan	Planning Consultant
Application	Project
Township	Property
Township Council	Redeveloper
Exemption Law	Redevelopment Agreement
Financial Agreement	Redevelopment Area
Ordinance	Redevelopment Plan
Parties	Urban Renewal Entity

Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Allowable Net Profit – shall mean the amount arrived at by applying the Allowable Profit Rate to the cost of the Project pursuant to the provisions of *N.J.S.A.* 40A:20-3(c).

Allowable Profit Rate – shall mean the greater of (a) twelve percent (12%) or (b) the percentage per annum arrived at by adding one and one-quarter percent (1¼%) to the annual interest percentage rate payable on the Urban Renewal Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of (i) twelve percent (12%) or (ii) the percentage per annum arrived at by adding one and one-quarter percent (1¼%) per annum to the interest rate per annum that the Township determines to be the prevailing rate of mortgage financing on comparable improvements in the County. The provisions of *N.J.S.A.* 40A:20-3(b) are incorporated herein by reference.

Annual Gross Revenue or Gross Revenue – shall have the meaning applied to such term in, and shall be construed in accordance with, the Exemption Law, specifically *N.J.S.A.* 40A:20-3(a) and Section 6.07 hereof, provided, however, that Annual Gross Revenue shall not include

deposits, interest on deposits, lost key charges, late fees, pet rent, amenities fees, NSF charges, apartment damage compensation, convenience fees (credit card fees), lease termination fees, telecommunications and internet charges, and utility charges (unless included in the rental charges).

Annual Service Charge – shall mean the payment pursuant to Article IV herein.

Annual Service Charge Payment Dates – shall mean February 1, May 1, August 1 and November 1 of each year commencing on the first such date following the Annual Service Charge Start Date and continuing in accordance with the term of this Financial Agreement.

Annual Service Charge Start Date – shall mean, with respect to any individual building constituting the Project, the earlier of Substantial Completion or the date that any portion thereof, as applicable, including any Unit, receives a Certificate of Occupancy, and shall be the date upon which the Annual Service Charge begins to accrue.

Applicable Law – shall mean all federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Ordinance, the Redevelopment Law, the Exemption Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder, including all applicable environmental laws, applicable federal and State labor standards and all applicable laws or regulations with respect to the payment of prevailing wages.

Application – shall mean collectively, the applications, as supplemented, filed by the Urban Renewal Entity pursuant to *N.J.S.A. 40A:20-8* with the Mayor of the Township for a long-term tax exemption for the Project, attached hereto as **Exhibit 2**.

Auditor's Report – shall mean a complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit as provided in *N.J.S.A. 40A:20-3(c)(2)*. The contents of the Auditor's Report shall have been prepared in conformity with Generally Accepted Auditing Standards. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant licensed to practice that profession in the State.

Certificate of Occupancy – shall mean a temporary or permanent Certificate of Occupancy, as such term is defined in the New Jersey Administrative Code, as issued by the Township authorizing occupancy of a building, in whole or in part, pursuant to *N.J.S.A. 52:27D-133*.

Change in Law – shall mean the enactment, promulgation, modification or repeal of or with respect to Applicable Law, including without limitation, the Exemption Law, the Redevelopment Law or other similar statute with respect to the matters addressed by the terms of this Financial Agreement and/or the transactions contemplated hereby.

Chief Financial Officer – shall mean the Township's Chief Financial Officer.

Completion, Complete or Completed – shall mean, with respect to the Project, (a) all work related to the Project in its entirety or any other work or actions to which such term is applied has been completed, acquired and/or installed in accordance with the Redevelopment Agreement and in compliance with Applicable Laws so that (i) the Project in its entirety may, in all respects, be used and operated under the applicable provisions of the 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 can be issued for the Project in its entirety 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 Urban Renewal Entity with respect to the Project, which determination is reasonably acceptable to the Township.

County – shall mean the County of Burlington.

County Share – shall mean five percent (5%) of the Annual Service Charge received by the Township, which shall be payable to the County as provided herein.

Default – shall mean a breach of or the failure of any Party to perform any obligation imposed upon such Party by the terms of this Agreement, or under Applicable Law, beyond any applicable grace or cure periods.

Disclosure Statement – shall be as defined in Section 6.02(b).

Exhibit(s) – shall mean any exhibit attached hereto, which shall be deemed to be a part of this Financial Agreement, as if set forth in full in the text hereof.

Improvements – shall mean any building, structure or fixtures which are permanently affixed to the Land as part of the Project and become incorporated therein, which improvements are recognized and exempted from taxation under this Agreement.

In Rem Tax Foreclosure – shall mean a summary proceeding by which the Township may enforce the lien for taxes due and owing by a tax sale. Said foreclosure is governed by *N.J.S.A. 54:5-1 et seq.*

Land – shall mean the real property, but not the Improvements, known as Block 16, Lot 1.03 as set forth on the tax maps of the Township, and more particularly described by the metes and bounds description set forth as **Exhibit 1** to this Agreement or such portion of same which comprises the Project site.

Land Taxes – shall mean the amount of taxes assessed on the value of the Land upon which the Project is located.

Land Tax Payments – shall mean payments made on the quarterly due dates for Land Taxes as determined by the Tax Assessor and the Tax Collector.

Material Conditions – shall be as defined in Section 4.05 herein.

Minimum Annual Service Charge – shall be the amount of the total taxes levied against the Property in the last full tax year in which the Property was subject to taxation.

Net Profit – shall mean the Gross Revenue of the Urban Renewal Entity pertaining to the Project less all operating and non-operating expenses of the Urban Renewal Entity, all determined in accordance with generally accepted accounting principles and the provisions of *N.J.S.A. 40A:20-3(c)*. Without limiting the foregoing, included in expenses shall be payments of principal and interest made by the Urban Renewal Entity in an amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost over the term of the exemption granted pursuant to this Agreement as well as all other expenses permitted under the provisions of *N.J.S.A. 40A:20-3(c)*.

Project– shall mean the construction of 107 residential rental units consisting of 91 market rate units and 16 affordable units.

Redevelopment Law – shall mean *N.J.S.A. 40A:12A-1 et seq.*

Residential Unit – shall mean one of the residential rental units to be built as a part of the Project.

State – shall mean the State of New Jersey.

Substantial Completion – shall mean for each building the date the work, including work on any Unit, is sufficiently complete in accordance with the Redevelopment Plan and the Redevelopment Agreement so that the Project, or any portion thereof, including any Unit, may be occupied or utilized for the use for which it is intended. The issuance of a permanent or final Certificate of Occupancy for the whole building shall be conclusive proof that the Project, or any portion thereof, including any Unit, has reached Substantial Completion as to that discrete phase of the Project.

Tax Assessor – shall mean the Township Tax Assessor.

Tax Collector – shall mean the Township Tax Collector.

Tax Sale Law – *N.J.S.A. 54:5-1 et seq.*, as the same may be amended or supplemented from time to time.

Term – shall be as defined in Sections 3.01 and 3.02 of this Agreement.

Termination – shall mean the expiration of the term of this Agreement in accordance with Section 3.01 hereof which by operation of the terms of this Financial Agreement shall cause the relinquishment of the tax exemption applicable to any Improvement, including any Unit.

Total Project Cost – shall have the meaning applied to such term in, and shall be construed in accordance with, the Exemption Law, specifically *N.J.S.A. 40A:20-3(h)*.

Township Clerk – shall mean the Clerk of the Township.

Unit – shall mean one of the Residential Units to be built as part of the Project.

Section 1.03 Interpretation and Construction. In this Financial Agreement, unless the context otherwise requires:

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

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

(c) Words importing persons 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 Financial Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Financial Agreement, nor shall they affect its meaning, construction or effect.

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

(f) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, in writing and within a reasonable time, which shall not be less than fifteen (15) days nor more than thirty (30) days, unless the context dictates otherwise.

(g) This Financial Agreement shall become effective upon its execution and delivery by the parties hereto.

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

ARTICLE II **BASIS OF AGREEMENT**

Section 2.01 Covenant of Tax Exemption. The Township hereby grants its approval for a tax exemption for the Improvements, including, without limitation, any Unit, to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of Applicable Law, which Improvements shall be constructed and/or renovated on the Land. Land Taxes and Land Tax Payments shall continue to be paid on the Land at all times during the term of this Agreement.

Section 2.02 Representations of Urban Renewal Entity. The Urban Renewal Entity represents that its Certificate of Formation, attached hereto as **Exhibit 3**, contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the State Department of Community Affairs, and has been filed with, as appropriate, the State Department of Treasury, all in accordance with *N.J.S.A.* 40A:20-5.

Section 2.03 Construction of the Project. The Urban Renewal Entity represents that it will construct the Project in accordance with the Redevelopment Agreement, the Redevelopment Plan and Applicable Law, the use of which is more specifically described in the Application attached hereto as **Exhibit 2**.

Section 2.04 Construction Schedule. The Urban Renewal Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the construction schedule set forth in the Redevelopment Agreement, as such schedule may be amended from time to time in accordance with the terms of the Redevelopment Agreement.

Section 2.05 Ownership, Management and Control.

(a) The Urban Renewal Entity hereby represents that Kenneth S. Pizzo, Jr., is its managing member.

(b) The Urban Renewal Entity hereby represents that it is the contract purchaser of the Property and will be the owner of the property at the time Project construction is commenced.

Section 2.06 Financial Plan. The Urban Renewal Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as **Exhibit 4**. The Plan sets forth estimated Total Project Cost, amortization rate on Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

Section 2.07 Statement of Rental Schedules. The Urban Renewal Entity represents that its good faith projections of the initial rental schedules are set forth in **Exhibit 5** attached hereto.

ARTICLE III
DURATION OF AGREEMENT

Section 3.01 Term. It is understood and agreed by the Parties that this Agreement, including the obligation to pay the Annual Service Charge required under Article IV hereof and the tax exemption granted and referred to in Section 2.01 hereof, shall, with respect to the Project or any portion thereof, including any Unit, remain in full force and effect for thirty (30) years from the Annual Service Charge Start Date for, but in no event longer than thirty-five (35) years from the date of execution hereof. For each building constituting the Project, upon Termination, the tax exemption shall expire and the Improvements shall thereafter be assessed and taxed according to the general law applicable to other non-exempt property in the Township. Upon Termination, all restrictions and limitations upon the Urban Renewal Entity shall terminate upon the Urban

Renewal Entity's rendering and the Township's acceptance of its final accounting, pursuant to N.J.S.A. 40A:20-13.

Section 3.02 Voluntary Termination by Urban Renewal Entity. The Urban Renewal Entity may at any time after the expiration of one year from the completion of the Project notify the Township that as of a certain date designated in the notice, it relinquishes its status under the Exemption Law and that the Urban Renewal Entity has obtained the consent of the Commissioner of the Department of Community Affairs. Upon Termination of the Agreement, all restrictions and limitations upon the Urban Renewal Entity shall terminate upon its rendering and the Township's acceptance of its final accounting, pursuant to N.J.S.A. 40A:20-12.

Section 3.03 Date of Termination. Upon any Termination of the tax exemption described in Section 2.01 hereof, the date of such Termination shall be deemed to coincide with the end of the fiscal year of the Urban Renewal Entity.

ARTICLE IV **ANNUAL SERVICE CHARGE**

Section 4.01 Payment of Conventional Taxes Prior to Commencement of Annual Service Charge. During the period between acquisition of title to the Property by the Urban Renewal Entity and the Substantial Completion of the Project, the Urban Renewal Entity shall make payment of conventional real estate taxes with respect to the Land and the improvements existing thereon at the time of execution of this Agreement to the extent due in accordance with generally applicable law. No assessment or added assessment shall be imposed on any partially completed improvement which is part of this Project.

Section 4.02 Commencement of Annual Service Charge. The Urban Renewal Entity shall make payment of an annual service charge (the "Annual Service Charge") commencing on the Annual Service Charge Start Date.

Section 4.03 Payment of Annual Service Charge.

(a) The Annual Service Charge for the Project shall be due and payable to the Township on the Annual Service Charge Payment Dates, commencing to accrue as of the Annual Service Charge Start Date. In the event that the Urban Renewal Entity fails to timely pay any installment of the Annual Service Charge, the amount past due shall bear until paid the highest rate of interest permitted under applicable State law then being assessed against other delinquent taxpayers in the case of unpaid taxes or tax liens.

(b) Each installment payment of the Annual Service Charge is to be made to the Township and shall be clearly identified as "Annual Service Charge Payment for the Project."

Section 4.04 Annual Service Charge. In consideration of the exemption from taxation for the Improvements, including the Units, the Urban Renewal Entity shall pay the Annual Service Charge to the Township on the Annual Service Charge Payment Dates in the amounts set forth below.

(a) The Annual Service Charge shall be equal to an amount calculated as follows:

- (i) For each of the first eleven (11) years from the Annual Service Charge Start Date, the Annual Service Charge shall be equal to the greater of (A) ten percent (10%) of the Annual Gross Revenue or (B) the Minimum Annual Service Charge, to the extent applicable;
- (ii) For each of the years 12 through 16 from the Annual Service Charge Start Date, the Annual Service Charge shall be equal to the greater of (A) eleven percent (11%) of the Annual Gross Revenue, (B) the Minimum Annual Service Charge, or (C) a percentage of the real property taxes otherwise due on the value of the Land and the Improvements to the extent applicable as more fully set forth in (b) below; and
- (iii) For each of the years 17 through 20 from the Annual Service Charge Start Date, the Annual Service Charge shall be equal to the greater of (A) twelve (12%) of the Annual Gross Revenue, (B) the Minimum Annual Service Charge, or (C) a percentage of the real property taxes otherwise due on the value of the Land and the Improvements to the extent applicable as more fully set forth in (b) below; and
- (iv) For each of the years 21 through 24 from the Annual Service Charge Start Date, the Annual Service Charge shall be equal to the greater of (A) twelve (13%) of the Annual Gross Revenue, (B) the Minimum Annual Service Charge, or (C) a percentage of the real property taxes otherwise due on the value of the Land and the Improvements to the extent applicable as more fully set forth in (b) below; and
- (v) For each of the years 25 through 28 from the Annual Service Charge Start Date, the Annual Service Charge shall be equal to the greater of (A) twelve (14%) of the Annual Gross Revenue, (B) the Minimum Annual Service Charge, or (C) a percentage of the real property taxes otherwise due on the value of the Land and the Improvements to the extent applicable as more fully set forth in (b) below; and
- (vi) For each of the years 29 through 30 from the Annual Service Charge Start Date, the Annual Service Charge shall be equal to the greater of (A) twelve (15%) of the Annual Gross Revenue, (B) the Minimum Annual Service Charge, or (C) a percentage of the real property taxes otherwise due on the value of the Land and the Improvements to the extent applicable as more fully set forth in (b) below.

(b) Notwithstanding the foregoing, in any given year the Annual Service Charge shall be subject to the staged increases required under N.J.S.A. 40A:20-12(b)(2) as described herein, the Annual Service Charge shall be the greater of (a)(i)-(iii) above or:

- (i) For years 1 through 15 zero percent (0%) of the real property taxes otherwise due on the value of the Land and the Improvements;
- (ii) For years 16 through 21 twenty percent (20%) of the real property taxes otherwise due on the value of the Land and the Improvements;
- (iii) For years 22 through 27 forty percent (40%) of the real property taxes otherwise due on the value of the Land and the Improvements;

- (iv) For years 28 through 29 sixty percent (60%) of the real property taxes otherwise due on the value of the Land and the Improvements; and
- (v) For year 30 eighty percent (80%) of the real property taxes otherwise due on the value of the Land and the Improvements.

(c) In accordance with the LTTE Law, including without limitation, N.J.S.A. 40A:20-12, the Urban Renewal Entity shall be entitled to a credit against the Annual Service Charge equal to the amount, without interest, of the Land Taxes paid by it in the last four preceding quarterly installments prorated for each phase of the Project.

Section 4.05 Material Conditions. It is expressly agreed and understood that all payments of Land Taxes, Annual Service Charges and any interest payments, penalties or costs of collection due thereon, are material conditions of this Financial Agreement. If any other term, covenant or condition of this Financial Agreement or the Application, as to any person or circumstance shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Financial Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term, covenant or condition of this Financial Agreement shall be valid and enforced to the fullest extent permitted by Applicable Law.

ARTICLE V

CERTIFICATE OF OCCUPANCY

Section 5.01 Certificate of Occupancy. It is understood and agreed that it shall be the obligation of the Urban Renewal Entity to obtain all Certificates of Occupancy in a timely manner after the Urban Renewal Entity has satisfied all requirements to secure such Certificate of Occupancy.

Section 5.02 Filing of Certificate of Occupancy. It shall be the responsibility of the Urban Renewal Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Notwithstanding the foregoing, the filing of any Certificate of Occupancy shall not be a prerequisite for any action taken by the Township, including, if appropriate, retroactive billing with interest to collect any charges hereunder to be due.

ARTICLE VI

ACCOUNTING, REPORTS, CALCULATIONS

Section 6.01 Accounting System. The Urban Renewal Entity agrees to calculate its Net Profit pursuant to *N.J.S.A. 40A:20-3(c)*. The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles or in accordance with cash basis accounting principles and as otherwise prescribed by applicable law.

Section 6.02 Periodic Reports.

(a) Auditor's Report. Within ninety (90) days after the close of each fiscal or calendar year (depending on the Urban Renewal Entity's accounting basis) that this Agreement shall continue in effect, the Urban Renewal Entity shall submit to the Township Council, the Tax Collector and the Township Clerk, who shall advise those municipal officials required to be advised, and the Division of Local Government Services in the State Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The report shall clearly identify and calculate the Net Profit for the Urban Renewal Entity during the previous year. The Urban Renewal Entity assumes all costs associated with preparation of the periodic reports.

(b) Disclosure Statement. On each anniversary date of the execution of this Agreement, if there has been a change in ownership or interest in the Project from the prior year's filing, the Urban Renewal Entity shall submit to the Township Council, the Tax Collector and the Township Clerk, who shall advise those municipal officials required to be advised, a disclosure statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the Township may request from time to time (the "**Disclosure Statement**").

Section 6.03 Inspection. The Urban Renewal Entity shall, upon reasonable request and notice, permit inspection of its property, equipment, buildings and other facilities of the Project and also permit examination of audit of its books, contracts, records, documents and papers with respect to the Project, by authorized officers of the Township, and the Division of Local Government Services in the State Department of Community Affairs pursuant to *N.J.S.A. 40A:20-9(e)*. To the extent reasonably possible, the inspection will not materially interfere with the construction or operation of the Project.

Section 6.04 Limitation on Profits and Reserves. During the period of tax exemption as provided herein, the Urban Renewal Entity shall be subject to a limitation of its profits pursuant to the provisions of *N.J.S.A. 40A:20-15*. Pursuant to *N.J.S.A. 40A:20-3(c)*, this calculation is completed in accordance with generally accepted accounting principles.

The Urban Renewal Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount up to 10 percent of the Annual Gross Revenues of the Urban Renewal Entity for the last full fiscal year preceding the year and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in *N.J.S.A. 40A:20-15*.

Section 6.05 Payment of Dividend and Excess Profit Charge. In the event the Net Profits of the Urban Renewal Entity shall exceed the Allowable Net Profits for such period, then the Urban Renewal Entity, within one hundred and twenty (120) days after the end of the accounting period established by the Exemption Law, shall pay such excess Net Profits to the Township as an additional service charge; provided, however, that the Urban Renewal Entity may maintain a reserve as determined pursuant to aforementioned Section 6.04. The calculation of Net Profit and Allowable Net Profit shall be made in the manner required pursuant to *N.J.S.A. 40A:20-3(c)* and -15.

Section 6.06 Calculation of Gross Revenue and Net Profit. There is expressly excluded from calculation of Gross Revenue and from Net Profit as set forth in *N.J.S.A.* 40A:20-3 for the purpose of determining compliance with *N.J.S.A.* 40A:20-15 or -16, any gain realized by the Urban Renewal Entity on the sale of any Unit, whether or not taxable under federal or State law.

ARTICLE VII

ASSIGNMENT AND/OR ASSUMPTION

Section 7.01 Approval of Sale of Project to Urban Renewal Entity Formed and Eligible to Operate Under Law. As permitted by *N.J.S.A.* 40A:20-10, it is understood and agreed that the Township, on written application by the Urban Renewal Entity, will consent by [Ordinance/Resolution] to a sale of the Project (or a portion thereof) and the transfer of this Agreement (as pertaining to a portion of the Project) to another urban renewal entity, provided that (a) the transferee urban renewal entity shall have demonstrated to the reasonable satisfaction of the Township that it possesses the experience and capitalization necessary to complete and/or operate the Project or relevant portion thereof, which determination shall not be unreasonably withheld; (b) the transferee urban renewal entity does not own any other project subject to long term tax exemption at the time of transfer; (c) the transferee urban renewal entity is formed and eligible to operate under the Exemption Law; (d) the Urban Renewal Entity is not then in Default of this Agreement or in violation of Applicable Law; (e) the Urban Renewal Entity's obligations under this Agreement are fully assumed by the transferee urban renewal entity; and (f) the transferee urban renewal entity abides by all terms and conditions of this Agreement including, without limitation, the filing of an application pursuant to *N.J.S.A.* 40A:20-8. Notwithstanding the foregoing, a transfer pursuant to this Section 7.01 is also subject to the transfer prohibitions and exemptions specified in Article 11 of the Redevelopment Agreement.

Nothing contained herein shall prohibit any transfer of any ownership interest in the Urban Renewal Entity provided that if the ownership interest transferred exceeds ten percent (10%) any such transfer shall be disclosed to the Township Committee in the next Auditor's Report or in correspondence sent to the Township Clerk in advance of the next Auditor's Report.

If the Entity transfers the Project to another urban renewal entity, and the transferee entity has assumed all of the Entity's contractual obligations under this Agreement, then, pursuant to *N.J.S.A.* 40A:20-6, the Entity shall be discharged from any further obligation under this Agreement and shall be qualified to undertake another project pursuant to the Long Term Tax Exemption Law. The date of transfer of title of the Project to a purchasing entity shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after that date of the transfer of title, the Entity shall pay to the Township the amount of reserve, if any, maintained by it, as well as the excess Net Profit, if any, pursuant to *N.J.S.A.* 40A:20-15.

Section 7.02 Severability. It is an express condition of the granting of this tax exemption that during its duration, the Urban Renewal Entity shall not, without the prior consent of the Township Council by ordinance, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the Land which is basic to, embraced in, or underlying the exempted Improvements.

Section 7.03 Subordination of Fee Title; Collateral Agreement. Notwithstanding the foregoing, it is expressly understood and agreed that the Entity has the right to encumber and/or assign the fee title to the Land and or Improvements for purposes of (i) financing the design, development and construction of the Project and (ii) permanent mortgage financing.

(a) The Township agrees that the Entity and or its affiliates may assign, pledge, hypothecate or otherwise transfer its rights under this Agreement and/or its interest in the Project to one or more secured parties or any agents therefore (each, a "Secured Party" and collectively, the "Secured Parties") as security for obligations of the Entity, and/or its affiliates, incurred in connection with such secured financing (collectively, the "Security Arrangements"). The Entity shall give the Township written notice of any such Security Arrangements, together with the name and address of the Secured Party or Secured Parties. Failure to provide such notice waives any requirement of the Township hereunder to provide any notice of Default or notice of intent to enforce its remedies under this Agreement.

(b) Without limiting the generality of Article XIII hereof, if the Entity shall Default in any of its obligations hereunder, the Township shall give notice of such Default to the Secured Parties and the Township agrees that, in the event such Default is not waived by the Township or cured by the Entity, its assignee, designee or successor, within the period provided for herein, before exercising any remedy against the Entity hereunder, the Township will provide the Secured Parties a reasonable period of time to cure such Default, but in any event not less than fifteen days from the date of such notice to the Secured Parties with regard to a failure of the Entity to pay the Annual Service Charge or Land Taxes and ninety (90) days from the date the Entity was required to cure any other Default.

(c) In the absence of a Default by the Entity, the Township agrees to consent to any collateral assignment by the Entity to any Secured Party or Secured Parties of its interest in this Agreement and to permit each Secured Party to enforce its rights hereunder and under the applicable Security Arrangement and shall, upon request of the Secured Party, execute such documents as are typically requested by secured parties to acknowledge such consent. This provision shall not be construed to limit the Township's right to payment from the Entity, nor shall the priority of such payments be affected by the Secured Party exercising its rights under any applicable Security Arrangement.

ARTICLE VIII **RESERVATION OF TOWNSHIP RIGHTS AND REMEDIES**

Section 8.01 Reservation of Rights and Remedies. Except as expressly provided herein, nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the Township or the Urban Renewal Entity of any rights and remedies provided by Applicable Law. Unless otherwise expressly stated, nothing herein shall be deemed to limit any right of recovery that the Township or the Urban Renewal Entity has under law, in equity, or under any provision of this Financial Agreement.

ARTICLE IX **NOTICES**

Section 9.01 Notice. Formal notices, demands and communications between and among the Township and the Urban Renewal Entity 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 that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the Township:

Township of Evesham
984 Tuckerton Road
Marlton, New Jersey 08053
Attn: Township Clerk

with copies to:

Thomas Hastie, Esq.
[address]

If to the Urban Renewal Entity:

Barclay Chase at Marlton II Urban Renewal, LLC
1065 Route 22 West
Bridgewater, New Jersey 8807
Attn: Kenneth S. Pizzo, Jr.

with copies to:

Joseph G. Ragno, Esq.
Waters, McPherson, McNeill, P.C.
300 Lighting Way
Secaucus, New Jersey 07096

ARTICLE X
COMPLIANCE BY ENTITY WITH LAW

Section 10.01 Statutes and Ordinances. The Urban Renewal Entity hereby agrees at all times prior to the expiration or other Termination of this Financial Agreement to remain bound by the provisions of Applicable Law, including, but not limited to, the Exemption Law. The Urban Renewal Entity's failure to comply with such statutes or ordinances shall constitute a violation and breach of the Financial Agreement.

ARTICLE XI
CONSTRUCTION

Section 11.01 Construction. This Financial Agreement shall be construed and enforced in accordance with the laws of the State, and without regard to or aid or any presumption or other

rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Urban Renewal Entity and the Township have combined in their review and approval of same.

ARTICLE XII **INDEMNIFICATION**

Section 12.01 Indemnification. It is understood and agreed that in the event the Township shall be named as party defendant in any action brought against the Township by allegation of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of Applicable Law, the Urban Renewal Entity shall indemnify and hold the Township harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including reasonable attorneys' fees and expenses) of every kind, character and nature arising out of or resulting from the action or inaction of the Urban Renewal Entity and/or by reason of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of Applicable Law, including without limitation, *N.J.S.A. 40A:20-1 et seq.*, except for the willful misconduct by the Township or its officers, officials, employees or agents and the Urban Renewal Entity shall defend the suit at its own expense. However, the Township maintains the right to intervene as a party thereto, to which intervention the Urban Renewal Entity hereby consents, the reasonable expense thereof to be borne by the Urban Renewal Entity. To the extent practical and ethically permissible, the Urban Renewal Entity's attorneys shall jointly defend and represent the interest of the Township and the Urban Renewal Entity as to all claims indemnified in connection with this Agreement.

ARTICLE XIII **DEFAULT**

Section 13.01 Default. Default shall be the failure of any party to conform to the terms of this Agreement, and/or the failure of any party to perform any obligation imposed upon such party by Applicable Law beyond any applicable notice, cure or grace period.

Section 13.02 Cure Upon Default. Should any party be in Default of any obligation under this Agreement, the other party shall notify the defaulting party and any mortgagee, if applicable, in writing of said Default. If the defaulting party is the Urban Renewal Entity, the Township, shall provide such notice. Said notice shall set forth with particularity the basis of said Default. Except as otherwise limited by law, the defaulting party shall have sixty (60) days to cure any Default, other than a Default in payment of any installment of the Annual Service Charge, in which case the defaulting party shall have fifteen (15) days to cure.

Section 13.03 Arbitration. In the event of an uncured Default by any party or a dispute arising between any parties in reference to the terms and provisions as set forth herein, then the parties shall submit the dispute to the American Arbitration Association in the State to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Exemption Law. Costs for said arbitration shall be paid by the non-prevailing party.

Section 13.04 Default in the Payment of Annual Service Charge.

(a) Upon any Default by the Urban Renewal Entity in payment of any installment of the Annual Service Charge, the Township, in addition to its other remedies, reserves the right to proceed against the applicable Land, and any Improvements related thereto, in the manner provided by Applicable Law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure Law.

(b) Whenever the word "Taxes" appears, or is applied, directly or implied, to mean taxes or municipal liens on Land, such statutory provisions shall be read, as far as it is pertinent to this Agreement, as if the Annual Service Charge were taxes or municipal liens on Land.

Section 13.05 Remedies Upon Default Cumulative: No Waiver. Subject to the provisions of this Article XIII and the other terms and conditions of this Agreement, all of the remedies provided in this Agreement to any party, and all rights and remedies granted by law and equity shall be cumulative and concurrent and no determination of the invalidity of any provision of this Agreement shall deprive the Township of any of its remedies or actions against the Urban Renewal Entity because of the Urban Renewal Entity's failure to pay Land Taxes, the Annual Service Charge and/or any applicable water and sewer charges and interest payments. This right shall only apply to arrearages that are due and owing at the time, and the bringing of any action for Land Taxes, Annual Service Charges or other charges, or for breach of covenant or the resort of any other remedy herein provided for the recovery of Land Taxes, Annual Service Charges or other charges shall not be construed as a waiver of the right to proceed with an In Rem Tax Foreclosure action consistent with the terms and provisions of this Agreement.

Section 13.06 Final Accounting. Within one hundred and twenty (120) days after the date of Termination, the Urban Renewal Entity shall provide a final accounting and pay to the Township any excess Net Profits. For purposes of rendering a final accounting the Termination of the Agreement shall be deemed to coincide with the end of the fiscal year of the Township.

Section 13.07 Conventional Taxes. Upon Termination or expiration of this Agreement, the Tax Exemption for the Improvements shall expire and the Land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the Township.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Financial Agreement Controlling. The Parties agree that in the event of a conflict between (i) the Application and this Financial Agreement or (ii) the Redevelopment Agreement and this Financial Agreement, the provisions of this Financial Agreement shall govern and prevail.

Section 14.02 Oral Representations. There have been no oral representations made by either of the Parties hereto which are not contained in this Financial Agreement. This Financial Agreement, the Redevelopment Agreement, the Ordinance and the Application constitute the entire agreement between the Parties with respect to the Project and there shall be no modifications thereto other than by a written instrument executed by the Parties and delivered to each of them.

Section 14.03 Entire Document. All conditions in the Ordinance are incorporated in this Agreement and made a part hereof.

Section 14.04 Good Faith. In their dealings with each other, the Parties agree that they shall act in good faith.

Section 14.05 Recording. Upon the execution and delivery of this Financial Agreement, the entire Financial Agreement, subject to appropriate redactions, and the Ordinance shall be filed and recorded with the Burlington County Clerk by the Township, at the Urban Renewal Entity's expense, such that this Financial Agreement and the Ordinance shall be reflected upon the land records of the County of Burlington.

Section 14.06 Municipal Services. The Urban Renewal Entity shall make payments for municipal services, including water and sewer charges and any services, to the extent that such water and sewer charges, and other services, are not otherwise included in the real property taxes generally assessed upon property within the Township, that create a lien on a parity with or superior to the lien for the Land Taxes and Annual Service Charge, as required by law. These charges are not included in the Annual Service Charge and shall be billed separately. Nothing herein is intended to release any Owner from its obligation to make such payments.

Section 14.07 Portion of Annual Service Charge Paid to County. Pursuant to *N.J.S.A.* 40A:20-12, the Township shall remit the County Share to the County upon the receipt thereof.

Section 14.08 [Intentionally Omitted]

Section 14.09 Financing Matters. The financial information required by the final paragraph of *N.J.S.A.* 40A:20-9 is set forth in the Application.

Section 14.10 Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.11 Amendments. This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the parties hereto.

Section 14.12 Certification. The Township Clerk shall certify to the Tax Assessor, pursuant to *N.J.S.A.* 40A:20-12, that a Financial Agreement with the Urban Renewal Entity, for the development of the Land, has been entered into and is in effect as required by *N.J.S.A.* 40A:20-1, *et seq.* Delivery by the Township Clerk to the Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon certification as required hereunder and upon the Annual Service Charge Start Date the Tax Assessor shall implement the exemption and continue to enforce that exemption without further certification by the Township Clerk.

In accordance with P.L. 2015, c. 247, within ten (10) calendar days following the later of the effective date of the Ordinance or the execution of this Financial Agreement by the Urban Renewal Entity, the Township Clerk also shall transmit a certified copy of the Ordinance and this Financial Agreement to the chief financial officer of Burlington County and to the Burlington

County Counsel for informational purposes.

Section 14.13 Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void, and this Agreement shall be reformed to reflect the respective expectations of the Parties at the time of the execution hereof.

EXHIBITS AND SCHEDULES

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

Exhibit 1 – Metes and Bounds Description of the Property

Exhibit 2 – The Application

Exhibit 3 – Certificate of Formation for Urban Renewal Entity

Exhibit 4 – The Financial Plan for the Undertaking of the Project

Exhibit 5 – Initial Estimated Rental Schedules

Exhibit 6 – Certification of Estimated Construction Costs

1195109

IN WITNESS WHEREOF, the Parties have caused this Financial Agreement to be executed as of the day and year first above written.

ATTEST:

TOWNSHIP OF EVESHAM

By: _____
Hon. _____, Mayor

Township Clerk

Barclay Chase at Marlton II Urban Renewal, LLC

By: _____
_____, Managing Member

STATE OF NEW JERSEY,
COUNTY OF UNION

SS:

I CERTIFY that on _____, 2020, _____ personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as authorized officer of Barclay Chase at Marlton II Urban Renewal, LLC; and
- (c) executed the instrument as the act of Barclay Chase at Marlton II Urban Renewal, LLC.

STATE OF NEW JERSEY,
COUNTY OF BURLINGTON

SS:

I CERTIFY that on _____, 2020, _____ personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as the Mayor of the Township of Evesham;
and
- (c) executed the instrument as the act of the Township of Evesham.

Notary Public

EXHIBIT 1

Metes and Bounds Description of the Property

EXHIBIT 2

Application with Exhibits

EXHIBIT 3

Certificate of Formation of Urban Renewal Entity

EXHIBIT 4

The Financial Plan for the Undertaking of the Project

EXHIBIT 5

Initial Rental Schedules

EXHIBIT 6

Certification of Estimated Construction Costs

The undersigned hereby certifies that the foregoing is the projected total project cost in regard to the Project referenced in this Financial Agreement.

By: _____

EXHIBIT H

ESTIMATED FINANCIAL PLAN

[See attached]

The Financial Plan for the project

Source of Funds:	Redeveloper funds in concert with bank financing
Source and amount of paid-in Capital:	Thirty (30%) Redeveloper funding
Interest Rate during Construction:	Prime or Prime Minus
Permanent Mortgage Amortization:	10 or 30 Year Mortgage depending on market Conditions

1200167

PRC-FORMA
ASSUMPTIONS

UNIT MIX	UNITS	ANNUAL INCOME
MARKET RATE UNITS		
1 Bedroom Apartment	6	163,200
2 Bedroom Apartment	83	2,391,416
AFFORDABLE UNITS		
1 Bedroom Apartment	3	21,804
2 Bedroom Apartment	9	92,364
3 Bedroom Apartment	4	43,704
Parking		76,300
TOTAL REVENUE	107	2,541,288

OTHER ASSUMPTIONS:	
VACANCY	5%
CONCESSION/TURNOVER (MONTHS)	0
ANNUAL RENT GROWTH	2.00%
ANNUAL EXPENSE GROWTH	2.00%
TAXES/PILOT	10.0%
OTHER INCOME	2% OF UNITS
TOTAL PROJECT COST	\$28,075,153
ACTUAL CONSTRUCTION COST	\$23,804,305

INCOME

	1	2	3	4	5	6	7
RENTAL INCOME - MARKET	2,354,616	2,401,708	2,449,741	2,498,737	2,548,712	2,599,686	2,651,680
RENTAL INCOME - AFFORDABLE	157,872	161,029	164,350	167,535	170,886	174,301	177,790
TOTAL RENTAL INCOME	2,512,488	2,562,738	2,613,993	2,666,272	2,719,598	2,773,987	2,829,470
PLUS OTHER INCOME	28,800	51,255	52,280	53,225	54,392	55,480	56,589
LESS: CONCESSIONS/TURNOVER							
LESS: VACANCY	(128,424)	(128,137)	(128,700)	(129,314)	(130,002)	(130,691)	(131,421)
RENTAL INCOME	2,415,664	2,485,856	2,535,573	2,586,264	2,638,010	2,690,720	2,744,638

OPERATING EXPENSES

7.50% General & Administration	\$	92,419	\$	94,267	\$	96,153	\$	98,076	\$	100,037	\$	102,038	\$	104,079
2.50% Common Utilities	\$	66,016	\$	67,336	\$	68,683	\$	70,057	\$	71,458	\$	72,887	\$	74,345
2.50% Landscaping/Snow Removal	\$	66,016	\$	67,336	\$	68,683	\$	70,057	\$	71,458	\$	72,887	\$	74,345
2.10% Insurance	\$	55,453	\$	56,562	\$	57,693	\$	58,847	\$	60,024	\$	61,225	\$	62,449
1.40% Garbage/Recycling	\$	36,968	\$	37,707	\$	38,462	\$	39,231	\$	40,015	\$	40,816	\$	41,632
3% Management Fee 3% GR	\$	78,216	\$	80,800	\$	82,416	\$	84,065	\$	85,746	\$	87,461	\$	89,210
3.50% Repairs/Maintenance/Turnover	\$	92,419	\$	94,267	\$	96,153	\$	98,076	\$	100,037	\$	102,038	\$	104,079
8% Payroll/Benefits/ Payroll Taxes	\$	211,243	\$	215,468	\$	219,777	\$	224,173	\$	228,658	\$	233,239	\$	237,894
2.50% Advertising	\$	66,016	\$	67,336	\$	68,683	\$	70,057	\$	71,458	\$	72,887	\$	74,345
1% Professional Fees	\$	26,403	\$	26,931	\$	27,470	\$	28,019	\$	28,579	\$	29,151	\$	29,734
2% Amenities/Leasing Office	\$	57,806	\$	58,847	\$	59,939	\$	61,038	\$	62,159	\$	63,300	\$	64,468
TOTAL OPERATING EXPENSES	\$	844,975	\$	861,475	\$	878,112	\$	896,694	\$	914,428	\$	932,921	\$	951,579

REAL ESTATE TAXES

PILOT (PCT of AGR)		30%		30%		30%		30%		30%		30%		30%
REAL ESTATE TAXES		241,586		248,584		255,557		258,828		263,801		269,077		274,459
NET INCOME		1,318,122		1,375,185		1,407,203		1,410,961		1,451,581		1,488,722		1,518,548

AMORTIZATION

30 TOTAL PROJECT COSTS	\$	3,166,667	\$	3,166,667	\$	3,166,667	\$	3,166,667	\$	3,166,667	\$	3,166,667	\$	3,166,667
NET OPERATING INCOME AFTER AMORTIZATION		(1,337,544)		(1,791,271)		(1,751,763)		(1,731,705)		(1,707,086)		(1,672,854)		(1,641,111)

8	9	10	11	12	13	14	15	16	17	18	19	20
2,704,714	2,758,808	2,813,984	2,870,264	2,927,869	2,986,222	3,045,847	3,106,866	3,169,003	3,232,383	3,297,031	3,362,971	3,430,231
181,345	184,572	188,672	192,445	196,294	200,220	204,224	208,399	212,475	216,724	221,059	225,452	229,870
1,888,059	1,943,780	1,992,656	2,042,709	2,121,563	2,186,442	2,250,171	2,315,175	2,381,478	2,449,108	2,518,090	2,588,457	2,660,221
57,721	58,476	60,053	61,254	62,479	63,729	65,003	66,303	67,630	69,382	70,362	71,769	73,204
(144,303)	(147,189)	(150,113)	(153,235)	(156,194)	(158,221)	(162,109)	(165,759)	(169,074)	(172,455)	(175,954)	(179,423)	(183,011)
2,799,477	2,855,467	2,912,576	2,970,828	3,030,344	3,090,849	3,152,666	3,215,719	3,280,034	3,345,434	3,412,547	3,480,781	3,550,414
\$ 106,160	\$ 108,284	\$ 110,449	\$ 112,658	\$ 114,911	\$ 117,210	\$ 119,554	\$ 121,945	\$ 124,384	\$ 126,871	\$ 129,409	\$ 131,987	\$ 134,637
\$ 75,832	\$ 77,348	\$ 78,895	\$ 80,473	\$ 82,083	\$ 83,724	\$ 85,399	\$ 87,107	\$ 88,849	\$ 90,626	\$ 92,438	\$ 94,287	\$ 96,173
\$ 75,832	\$ 77,348	\$ 78,895	\$ 80,473	\$ 82,083	\$ 83,724	\$ 85,399	\$ 87,107	\$ 88,849	\$ 90,626	\$ 92,438	\$ 94,287	\$ 96,173
\$ 63,898	\$ 64,972	\$ 66,272	\$ 67,597	\$ 68,949	\$ 70,328	\$ 71,735	\$ 73,169	\$ 74,633	\$ 76,125	\$ 77,648	\$ 79,201	\$ 80,785
\$ 42,465	\$ 43,314	\$ 44,180	\$ 45,064	\$ 45,965	\$ 46,884	\$ 47,822	\$ 48,778	\$ 49,754	\$ 50,749	\$ 51,764	\$ 52,799	\$ 53,855
\$ 90,994	\$ 92,814	\$ 94,670	\$ 96,564	\$ 98,495	\$ 100,465	\$ 102,474	\$ 104,524	\$ 106,614	\$ 108,747	\$ 110,922	\$ 113,140	\$ 115,403
\$ 106,160	\$ 108,284	\$ 110,449	\$ 112,658	\$ 114,911	\$ 117,210	\$ 119,554	\$ 121,945	\$ 124,384	\$ 126,871	\$ 129,409	\$ 131,987	\$ 134,637
\$ 243,652	\$ 247,505	\$ 252,455	\$ 257,504	\$ 262,454	\$ 267,907	\$ 273,265	\$ 278,731	\$ 284,305	\$ 289,991	\$ 295,791	\$ 301,707	\$ 307,741
\$ 75,832	\$ 77,348	\$ 78,895	\$ 80,473	\$ 82,083	\$ 83,724	\$ 85,399	\$ 87,107	\$ 88,849	\$ 90,626	\$ 92,438	\$ 94,287	\$ 96,173
\$ 30,329	\$ 30,935	\$ 31,554	\$ 32,185	\$ 32,829	\$ 33,485	\$ 34,155	\$ 34,838	\$ 35,535	\$ 36,246	\$ 36,971	\$ 37,710	\$ 38,464
\$ 60,637	\$ 61,871	\$ 63,108	\$ 64,370	\$ 65,658	\$ 66,971	\$ 68,310	\$ 69,676	\$ 71,070	\$ 72,491	\$ 73,931	\$ 75,420	\$ 76,928
\$ 870,611	\$ 890,023	\$ 9,099,823	\$ 1,030,020	\$ 1,050,470	\$ 1,071,639	\$ 1,093,065	\$ 1,114,927	\$ 1,137,223	\$ 1,159,970	\$ 1,183,189	\$ 1,206,833	\$ 1,230,939
10%	10%	10%	10%	11%	11%	11%	11%	11%	12%	12%	12%	12%
279,948	285,547	291,258	297,083	303,027	309,093	316,273	323,779	331,604	340,804	349,506	358,656	368,200
1,548,915	1,575,897	1,611,475	1,643,725	1,681,297	1,719,223	1,762,807	1,747,063	1,782,002	1,784,188	1,819,322	1,854,370	1,893,335
\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667
(1,832,749)	(1,586,770)	(1,555,172)	(1,522,942)	(1,520,370)	(1,487,844)	(1,453,893)	(1,419,803)	(1,384,681)	(1,349,478)	(1,316,794)	(1,310,397)	(1,273,272)

21	22	23	24	25	26	27	28	29	30
3,438,836	3,568,812	3,640,188	3,712,992	3,787,252	3,862,997	3,940,257	4,019,062	4,099,443	4,181,432
234,581	233,281	244,027	248,948	251,927	253,026	264,186	268,470	274,857	280,356
3,733,425	3,600,004	3,824,255	3,561,940	4,041,179	4,122,003	4,204,043	4,288,532	4,374,302	4,461,788
74,669	26,162	77,485	29,239	80,824	82,440	84,089	85,721	87,486	89,236
(146,671)	(190,402)	(164,212)	(158,027)	(201,059)	(206,100)	(210,222)	(214,427)	(218,215)	(223,089)
3,621,422	3,693,851	3,767,728	3,843,082	3,919,944	3,998,343	4,078,310	4,159,876	4,243,072	4,327,935

\$ 137,330	\$ 140,074	\$ 142,878	\$ 145,735	\$ 148,650	\$ 151,629	\$ 154,656	\$ 157,749	\$ 160,904	\$ 164,122
\$ 98,096	\$ 100,058	\$ 102,059	\$ 104,101	\$ 106,183	\$ 108,306	\$ 110,472	\$ 112,682	\$ 114,935	\$ 117,234
\$ 98,096	\$ 100,058	\$ 102,059	\$ 104,101	\$ 106,183	\$ 108,306	\$ 110,472	\$ 112,682	\$ 114,935	\$ 117,234
\$ 82,400	\$ 84,048	\$ 85,729	\$ 87,444	\$ 89,193	\$ 90,977	\$ 92,796	\$ 94,652	\$ 96,545	\$ 98,476
\$ 54,933	\$ 56,031	\$ 57,152	\$ 58,295	\$ 59,461	\$ 60,650	\$ 61,863	\$ 63,100	\$ 64,362	\$ 65,649
\$ 117,711	\$ 120,065	\$ 122,466	\$ 124,916	\$ 127,414	\$ 129,962	\$ 132,561	\$ 135,213	\$ 137,917	\$ 140,675
\$ 137,330	\$ 140,074	\$ 142,878	\$ 145,735	\$ 148,650	\$ 151,629	\$ 154,656	\$ 157,749	\$ 160,904	\$ 164,122
\$ 313,886	\$ 320,174	\$ 326,577	\$ 333,108	\$ 339,771	\$ 346,567	\$ 353,498	\$ 360,566	\$ 367,779	\$ 375,135
\$ 98,096	\$ 100,058	\$ 102,059	\$ 104,101	\$ 106,183	\$ 108,306	\$ 110,472	\$ 112,682	\$ 114,935	\$ 117,234
\$ 28,133	\$ 40,018	\$ 40,818	\$ 41,635	\$ 42,468	\$ 43,317	\$ 44,183	\$ 45,067	\$ 45,964	\$ 46,888
\$ 78,417	\$ 80,016	\$ 81,637	\$ 83,270	\$ 84,915	\$ 86,574	\$ 88,247	\$ 90,134	\$ 91,937	\$ 93,755
\$ 1,255,588	\$ 1,280,790	\$ 1,306,814	\$ 1,332,441	\$ 1,358,089	\$ 1,384,271	\$ 1,411,297	\$ 1,442,277	\$ 1,471,122	\$ 1,500,145

13M	13M	13M	13M	14M	14M	14M	14M	14M	15M	15M	Total
470,785	480,201	489,805	499,601	509,743	519,748	529,863	539,983	549,883	559,461	569,150	\$ 11,840,831
470,785	480,201	489,805	499,601	509,743	519,748	529,863	539,983	549,883	559,461	569,150	

1,854,059	1,932,950	1,971,609	2,011,041	2,052,062	2,092,854	2,093,350	2,135,217	2,135,490	2,178,200
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\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667	\$ 3,166,667
(1,371,618)	(1,233,717)	(1,195,058)	(1,155,625)	(1,154,604)	(1,114,363)	(1,073,317)	(1,031,450)	(1,031,174)	(988,467)

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021**

SUMMARY:

Ordinance No. 6-2-2021

(Public Hearing)

An Ordinance of the Township of Evesham Creating a Redevelopment Community Development Fund and Providing Processes for Funding and Utilizing Such Fund

RECOMMENDED ACTION:

ATTACHMENTS:

[Ord 6-2-2021_Ordinance Creating Community Development Fund__.docx](#)

TOWNSHIP OF EVESHAM
ORDINANCE NO. 6-2-2021

**AN ORDINANCE OF THE TOWNSHIP OF EVESHAM
CREATING A REDEVELOPMENT COMMUNITY
DEVELOPMENT FUND AND PROVIDING PROCESSES
FOR FUNDING AND UTILIZING SUCH FUND**

WHEREAS, the Long Term Tax Exemption Law (the "**LTTE**") allows municipalities to provide an exemption from taxes and to agree to an annual contractual payment from the owner of a project to the municipality pursuant to a financial agreement entered into under the LTTE; and

WHEREAS, the Township of Evesham, in the County of Burlington, New Jersey (the "**Township**") has entered into financial agreements in the past and anticipates entering into financial agreements in the future; and

WHEREAS, revenues received from these financial agreements are miscellaneous revenues available for the general support of the operations of the Township; and

WHEREAS, the laws of the State of New Jersey promote the sharing of services among local units of government, including but not limited to the Township, the Evesham Township Board of Education and the Evesham Board of Fire Commissioners; and

WHEREAS, further, under NJSA 40A:12A-8, the Township can contract with public agencies to further projects to support its efforts as Redevelopment Entity for the Township; and

WHEREAS, safe and secure public safety services and facilities are vital to the Township's mission to develop and redevelopment property within the Township to keep its property ratable base dynamic and the Township's economy growing; and

WHEREAS, the Township recognizes that certain projects may require services from public providers other than the Township

and desires to set aside a portion of the revenues available to the Township from designated financial agreement and make such revenues available as grants to public providers that demonstrate a need from a particular project or a general need to improve its infrastructure to provide services to the Township and its residents and businesses; and

WHEREAS, the financial agreements available and the percentage of revenues available under each agreement shall be decided on an annual basis at the time of adoption of the Township's budget; and

WHEREAS, such amounts so identified shall be segregated by the Township's Financial Director from the first funds available from such payments under the identified financial agreements and deposited into a special reserve account entitled "Reserve - Redevelopment Community Development Fund"; and

WHEREAS, funds available in the Reserve - Redevelopment Community Development Fund shall be available to be appropriated by the Township for worthwhile public safety projects submitted by other public providers of governmental services to the residents and businesses of the Township.

NOW THEREFORE BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF EVESHAM as follows:

Section 1. Within the Township's current fund, there is hereby created a special reserve account, accounted for separate from other funds of the Township, to be known as the "Reserve - Redevelopment Community Development Fund" (the "Fund"). Such Fund shall be established and administered by the Director of Finance of the Township.

Section 2. On an annual basis, monies appropriated by the Township within the Township's budget shall be deposited into the Fund. The monies appropriated shall be first identified by the Township Council from revenues expected to be received by the Township from "Annual Service Charges" (as defined in N.J.S.A. 40A:20-12) payable to the Township under one or more financial agreements identified by the Township Council on an annual basis.

Section 3. The Township Council, by resolution, may establish procedures for (i) the submission of applications to utilize amounts available from the Fund, (ii) ranking submissions and (iii) making awards from the Fund.

Section 4. This ordinance shall take effect in accordance with law.

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

Adopted on second and
final reading on

Mayor Veasy

ATTEST

Mary Lou Bergh Township Clerk

Ordinance No. 6-2-2021

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021

SUMMARY:

Ordinance 7-2-2021

(Public Hearing - February 24, 2021)

Calendar Year 2021 Model Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A 40A: 4-45.14)

RECOMMENDED ACTION:

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 1.0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

ATTACHMENTS:

[Ord 7-2-2021_COLA.docx](#)

**TOWNSHIP OF EVESHAM
ORDINANCE NO. 7-2-2021**

**CALENDAR YEAR 2021
MODEL ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION
LIMITS
AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 1.0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Township Council of the Township of Evesham in the County of Burlington finds it advisable and necessary to increase its CY 2021 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Township Council hereby determines that a 2.5% increase in the budget for said year, amounting to \$767,919.18 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Township Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of Evesham, in the County of Burlington, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2021 budget year, the final appropriations of the Township of Evesham shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,075,086.85, and that the CY 2021 municipal budget for the Township of Evesham be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be file with said Director within 5 days after such adoption.

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

Adopted on second and
final reading on

Mayor Veasy

ATTEST

Mary Lou Bergh Township Clerk

Ordinance No. 7-2-2021

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021**

SUMMARY:

Ordinance No. 8-2-2021

(Public Hearing February 24, 2021)

An Ordinance of the Township of Evesham to Repeal Ordinance 2-2-2020 As Amended Which Provided For Salaries and Compensation to Be Paid to the Officers and Employees of the Township of Evesham and Substitute Therefore Salaries and Compensation Herein For the Year 2021 and Beyond

RECOMMENDED ACTION:

ATTACHMENTS:

[Ord 8-2-2021 Salary and Wage.docx](#)

[Ord 8-2-2021 Salary Wage Position List.pdf](#)

TOWNSHIP OF EVESHAM
ORDINANCE NO. 8-2-2021

AN ORDINANCE OF THE TOWNSHIP OF EVESHAM TO REPEAL ORDINANCE 2-2-2020 AS AMENDED WHICH PROVIDED FOR SALARIES AND COMPENSATION TO BE PAID TO THE OFFICERS AND EMPLOYEES OF THE TOWNSHIP OF EVESHAM AND SUBSTITUTE THEREFORE SALARIES AND COMPENSATION HEREIN FOR THE YEAR 2021 AND BEYOND

BE IT ORDAINED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey as follows:

SECTION 1.

This ordinance sets the minimum and maximum salaries (listed in Attachment A) for the officers and employees of the Township of Evesham, County of Burlington, State of New Jersey, in accordance with the provisions of this Ordinance, as set forth below to be effective retroactive to January 1, 2021.

SECTION 2. AUTHORITY OF TOWNSHIP MANAGER TO PAY BETWEEN MINIMUM AND MAXIMUM RATES.

In addition to any other authority for the payment of salary and other remuneration that may be set forth in this Ordinance, or any applicable Collective Bargaining Agreement, the Township Manager shall have the discretion to pay all employees and officials of the Township covered by this Ordinance, an amount of money which shall be no less than the minimum or greater than the maximum amounts as set forth in Section 1 of this Ordinance.

In the event that a union negotiated salary increase or, in the case of a non-union employee, an across the board increase, or other similar salary adjustment causes an employee to exceed the maximum rates established herein, the employee may receive a salary increase and will not experience a reduction in salary.

SECTION 3. COLLECTIVE BARGAINING UNITS

The Township Manager is hereby authorized to make payment of salaries, remuneration, allowances and expenses as may be provided

for by any collective bargaining agreement approved by the Township Council.

SECTION 4.

This Ordinance is not intended to reduce the salary of any person presently employed at a higher rate than that established herein for his position.

SECTION 5.

All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 6.

This Ordinance shall take effective immediately upon its proper publication after passage as required by law and all salary and remuneration provided herein shall be effective retroactive on January 1, 2021.

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

Adopted on second and
final reading on

Mayor Veasy

ATTEST

Mary Lou Bergh Township Clerk

Salary and Wage Ordinance No. 8-2-2021

<u>Full-time Salaried Positions Title</u>	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Administrative Officer	\$45,000.00	\$57,000.00
Assistant Superintendent Mun. Public Property & Svcs.	\$65,000.00	\$95,000.00
Assistant Superintendent of Public Works	\$65,000.00	\$95,000.00
Assistant to the Township Manager	\$45,000.00	\$58,000.00
Business Manager	\$45,000.00	\$58,000.00
Civilian Accreditation Manager	\$40,000.00	\$55,000.00
Civilian Crime Analyst	\$40,000.00	\$55,000.00
Civilian Technician	\$40,000.00	\$55,000.00
Community Development Coordinator	\$40,000.00	\$55,000.00
Deputy Director, Community Development	\$80,000.00	\$85,000.00
Deputy Tax Assessor	\$45,000.00	\$77,000.00
Deputy Tax Collector	\$45,000.00	\$65,000.00
Deputy Township Clerk	\$45,000.00	\$65,000.00
Deputy Township Manager for Municipal Property	\$95,000.00	\$120,000.00
Director, Community Development	\$85,000.00	\$135,000.00
Director, Public Affairs and Senior Services	\$60,000.00	\$83,000.00
Director, Public Information	\$60,000.00	\$75,000.00
Director, Recreation, Golf, and Open Space	\$75,000.00	\$95,000.00
Division Supervisor, Fleet Services	\$60,000.00	\$87,000.00
Division Supervisor, Municipal Property	\$60,000.00	\$87,000.00
Division Supervisor, Roads	\$60,000.00	\$87,000.00
Division Supervisor, Sanitation	\$60,000.00	\$87,000.00
Facilities Supervisor	\$50,000.00	\$75,000.00
Finance Director	\$90,000.00	\$135,000.00
Golf Course Assistant Superintendent	\$35,000.00	\$50,000.00
Golf Course Deputy Manager	\$50,000.00	\$70,000.00
Golf Course Director of Golf	\$61,000.00	\$90,000.00
Golf Course First Assistant Professional	\$20,000.00	\$50,000.00
	add'l stipend =	
	50% of private lessons	
Golf Course First Assistant Professional	50% of group lessons	
Golf Course Head Professional	\$50,000.00	\$70,000.00
	add'l stipend =	
	50% of private lessons	
Golf Course Head Professional	50% of group lessons	
Golf Course Superintendent	\$61,000.00	\$92,000.00

<u>Full-time Salaried Positions Title</u>	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Human Resources Assistant/ Payroll Specialist	\$45,000.00	\$55,000.00
Human Resources Benefits Administrator	\$45,000.00	\$62,000.00
Human Resources Coordinator	\$55,000.00	\$83,000.00
Inspector (Multiple Licenses)	\$60,000.00	\$91,000.00
Inspectors (Building/Electrical/Plumbing)	\$45,000.00	\$82,000.00
Management Assistant/Analyst	\$40,000.00	\$53,000.00
Management Analyst/Communications Coordinator	\$40,000.00	\$53,000.00
Manager, Information Technology	\$65,000.00	\$90,000.00
Municipal Court Administrator	\$55,000.00	\$80,000.00
Office Manager	\$45,000.00	\$58,000.00
Parks and Facilities Maintenance Supervisor	\$50,000.00	\$75,000.00
Permit Coordinator	\$40,000.00	\$55,000.00
Police Captain	\$148,000.00	\$163,000.00
Police Chief	\$162,000.00	\$179,000.00
Police Corporal	\$129,530.00	\$135,700.00
Police Lieutenant	\$138,000.00	\$153,000.00
Police Officer	\$51,945.00	\$126,869.00
Police Officer - Recruit	\$35,000.00	\$35,000.00
Police Sergeant	\$135,500.00	\$143,000.00
Purchasing Technician	\$42,000.00	\$52,000.00
Recreation Programs Manager	\$38,000.00	\$53,000.00
Risk Management Coordinator	\$40,000.00	\$55,000.00
Sub-Code Official	\$55,000.00	\$85,000.00
Superintendent, Public Works	\$80,000.00	\$102,000.00
Superintendent, Sports, Turf, and Open Space	\$45,000.00	\$75,000.00
Tax Assessor	\$65,000.00	\$90,000.00
Tax Collector	\$65,000.00	\$90,000.00
Township Clerk/Registrar of Vital Statistics	\$65,000.00	\$90,000.00
Township Planner	\$70,000.00	\$95,000.00
Township Manager	\$120,000.00	\$155,000.00
Treasurer	\$75,000.00	\$95,000.00

Full-time Hourly Positions**Minimum Salary****Maximum Salary**

<u>Full-time Hourly Positions</u>	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Accounting Clerk	\$14.00	\$28.00
Administrative Assistant	\$15.00	\$37.00
Administrative Clerk	\$14.00	\$25.00
Administrative Clerk/Bond Coordinator	\$14.00	\$25.00
Administrative Officer	\$17.00	\$37.50
Administrative Secretary	\$15.00	\$27.00
Assessing Clerk	\$14.00	\$26.00
Assessing Field Representative	\$14.00	\$26.00
Civilian Technician	\$16.00	\$24.00
Clerical Assistant	\$12.00	\$17.00
Clerk Typist	\$12.50	\$18.00
Coordinator, Recreation Programming	\$15.00	\$26.00
Custodian	\$14.00	\$25.00
Deputy Municipal Court Administrator	\$20.00	\$26.50
Golf Course Director of Instruction	\$12.00	\$20.00
	add'l stipend =	
	70% of private instruction	
	35% of group instruction	
Golf Course Director of Instruction	\$18.00	\$30.00
Golf Course Equipment Mechanic	\$12.00	\$20.00
Golf Course First Assistant Professional		
	add'l stipend =	
	50% of private lessons	
	50% of group lessons	
Golf Course First Assistant Professional	\$12.00	\$18.00
Golf Professional Apprentice		
	add'l stipend =	
	20% of private and group instruction	
Golf Professional Apprentice	\$12.00	\$20.00
Golf Course Worker	\$25.00	\$35.00
IT PC Support Technician	\$35.00	\$45.00
IT Support Specialist	\$14.00	\$23.00
Municipal Court Violations Clerk	\$20.00	\$35.00
Parks and Open Space Equipment Manager	\$18.00	\$25.00
Parks and Open Space Foreman	\$14.00	\$21.00
Parks Maintenance Worker	\$30.00	\$40.00
Public Works ASE Mechanic	\$31.70	\$34.00
Public Works Driver/Operator	\$18.75	\$36.00
Public Works Heavy Equipment Operator	\$16.25	\$33.00
Public Works Laborer		

Full-time Hourly Positions

	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Public Works Mechanic	\$24.00	\$35.00
Public Works Tree Specialist	\$18.75	\$34.40
Recreation Counselor/Monitor	\$12.00	\$22.00
Secretary	\$17.00	\$25.00
Senior Services Coordinator	\$14.00	\$20.00
Technical Assistant	\$17.00	\$25.00

Part-time & Seasonal Positions

	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Administrative Assistant	\$15.00	\$25.00
Administrative Clerk	\$14.00	\$25.00
Administrative Clerk/Bond Coordinator	\$14.00	\$25.00
Administrative Officer	\$17.00	\$37.50
Alternate Construction; Electrical; Plumbing Official	\$5,000.00	\$10,000.00
Alternate Registrar	\$1,000.00	\$2,000.00
Assistant Public Agency Compliance Officer	\$1,000.00	\$2,100.00
Civilian Accreditation Manager	\$25.00	\$35.00
Chief Municipal Prosecutor	\$23,000.00	\$33,000.00
Code Enforcement Officer	\$20.00	\$30.00
Construction Official	\$10,000.00	\$20,000.00
Coordinator, Recreation Programming	\$15.00	\$25.00
Crossing Guard	\$5,800.00	\$16,000.00
Custodian	\$14.00	\$20.00
Deputy Manager, Golf Course	\$5,000.00	\$20,000.00
Deputy Registrar of Vital Statistics	\$1,000.00	\$2,000.00
Deputy Township Manager	\$1,000.00	\$10,000.00
Emergency Management Coordinator	\$4,000.00	\$9,000.00
Golf Course Director of Instruction	\$12.00	\$20.00

add'l stipend =

70% of private instruction

35% of group instruction

Golf Course Director of Instruction		
Golf Course Attendant (Seasonal)	\$12.00	\$16.00
Golf Course Maintenance Worker (Seasonal)	\$12.00	\$16.00
Golf Professional Apprentice	\$13.00	\$18.00

add'l stipend =

20% of private and group
instruction

Golf Professional Apprentice		
Human Resources Assistant/ Payroll	\$20.00	\$27.00

Part-time & Seasonal Positions

	<u>Minimum Salary</u>	<u>Maximum Salary</u>
Inspector (Multiple Licenses)	\$30.00	\$50.00
Inspectors (Building/Electrical/Plumbing)	\$25.00	\$45.00
Intern/Staff Assistant	\$12.00	\$15.00
Municipal Alliance Coordinator	\$2,000.00	\$4,000.00
Municipal Court Administrator	\$25.00 per on call	\$30.00 per on call
Municipal Court Judge	\$50,000.00	\$65,000.00
Municipal Court Sound Recorder	75.00 per session	125.00 per session
Municipal Prosecutor	\$23,000.00	\$33,000.00
Public Agency Compliance Officer	\$1,000.00	\$5,000.00
Public Defender	425.00 per session	500.00 per session
Recreation Counselor	\$12.00	\$15.00
Recreation Director	\$18.00	\$25.00
Recreation Monitor	\$12.00	\$15.00
Recreation Programming Coordinator	\$22,000.00	\$32,000.00
Recreation Supervisor	\$12.00	\$20.00
Registered Nurse - Summer Programs	\$25.00	\$40.00
School Crossing Guard/Alternate Guard	\$16.00	\$17.35
Seasonal Parks Maintenance Worker	\$12.00	\$15.00
Seasonal Public Works Laborer	\$14.00	\$15.00
Sr. Deputy Township Manager	\$10,000.00	\$25,000.00
Senior Services Coordinator	\$14.00	\$20.00
Senior Services Transportation Driver	\$13.00	\$19.00
Special Law Enforcement Officer Class I	\$12.50	\$20.00
Special Law Enforcement Officer Class II	\$25.00	\$30.00
Special Law Enforcement Officer Class III	\$35.00	\$40.00
Staff Engineer	\$10,000.00	\$25,000.00
Substitute Sub-Code Official	\$18.00	\$40.00
Superintendent, Director of Township Agronomy	\$5,000.00	\$25,000.00
Summer Camp Counselor Trainee	\$12.00	\$12.00
Township Councilperson	\$6,500.00	\$8,000.00
Township Mayor	\$7,800.00	\$10,000.00
Zoning Officer	\$17.00	\$25.00

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021

SUMMARY:

Ordinance No. 9-2-2021

(Public Hearing February 24, 2021)

Ordinance of the Township of Evesham Repealing and Replacing Chapter 62-28 Stormwater Facilities and Stormwater Management Systems In Non-Pinelands Areas

RECOMMENDED ACTION:

The New Jersey Department of Environmental Protection (NJDEP) has adopted new State-level stormwater regulations. In order for the Township of Evesham (Tier A) to maintain a compliant MS4 permit, the Township is required to update its Municipal Stormwater Management Plan (MSWMP) and local Stormwater Control Ordinance (SCO) to be consistent with State regulations.

ATTACHMENTS:

[Ord 9-2-2021_Amending Chapter 62-28.docx](#)

[Ord 9-2-2021_Attachment A_Updated Stormwater Ordinance.docx](#)

**TOWNSHIP OF EVESHAM
ORDINANCE NO. 9-2-2021**

**ORDINANCE OF THE TOWNSHIP OF EVESHAM REPEALING AND REPLACING
CHAPTER 62-28 STORMWATER FACILITIES AND STORMWATER MANAGEMENT
SYSTEMS IN NON-PINELANDS AREAS**

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) has amended Stormwater Management Rules (N.J.A.C. 7:8-1 et seq); and

WHEREAS, there is a need to amend Chapter 62-28, Stormwater Facilities and Stormwater Management Systems in non-Pinelands Areas, to reflect the updated Stormwater Management Rules.

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey that Sections 62-28 of the Township Code should be repealed and replaced to reflect the NJDEP amended Stormwater Management Rules (N.J.A.C. 7:8-1 et seq) and be amended read to as set forth in "Attachment A".

SECTION I. EFFECTIVE DATE

This Ordinance shall take effect 20 days after its proper publication after final passage as required by law.

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

Adopted on second and final
reading on

Mayor Veasy

ATTEST

Mary Lou Bergh Township Clerk

Ordinance No. 9-2-2021

§ 62-28 Stormwater facilities and stormwater management systems in non-Pinelands areas.

The following Standards and Measures for Stormwater Control Within Non-Pinelands Areas of Evesham Township are hereby adopted (contained in Subsections A through J below) and such provisions shall be applicable to govern the design, installation, operation and maintenance of stormwater facilities and stormwater management systems within those areas of Evesham Township which are Non-Pinelands areas. The penalty provisions of § **62-34** shall be applicable to violations of the requirements and obligations imposed below.

A. Scope and purpose.

(1) Policy statement.

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

(2) Purpose.

The purpose of this ordinance is to establish stormwater management requirements and controls for “major development” and “redevelopment”, as defined in Subsection 62-28B.

(3) Applicability.

(a) This section shall be applicable to the following major developments in non-Pinelands areas:

[1] Nonresidential major developments; and

[2] All residential major developments.

(b) This ordinance shall be applicable to redevelopment.

(c) This section shall also be applicable to all major developments and redevelopment undertaken by Evesham Township.

(4) Compatibility with other permit and ordinance requirements.

Development approvals issued for subdivisions and site plans pursuant to this section are to be considered an integral part of development approvals under the subdivision and site plan review process and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this section

shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare. This section is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this section imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

B. Definitions.

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

CAFRA CENTERS, CORES OR NODES

Those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

CAFRA PLANNING MAP

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

CAMPUS REDEVELOPMENT

A redevelopment application submitted that involves multiple adjacent/contiguous lots under common ownership or multiple structures on the same lot which already contains development, in which the applicant proposes to phase redevelopment in over a period of time. In such cases, each building or phase is not required to have individualized stormwater management so long as the overall proposal addresses stormwater management in accordance with this chapter and the stormwater management improvements are constructed in the first phase of the project.

COMMUNITY BASIN

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

constructed wetland, or wet pond and that complies with the requirements of this chapter.

COMPACTION

The increase in soil bulk density.

CONTRIBUTORY DRAINAGE AREA

The area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

CORE

A pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

COUNTY REVIEW AGENCY

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

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

DEPARTMENT

The New Jersey Department of Environmental Protection.

DESIGNATED CENTER

A State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

DESIGN ENGINEER

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

DEVELOPMENT

The division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, by any person, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. In the case of development of agricultural lands, "development" means any activity that requires a state permit; any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and

municipal review of any activity not exempted by the Right to Farm Act, N.J.S.A. 4:1C-1 et seq.

DISTURBANCE

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

DRAINAGE AREA

A geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving water body or to a particular point along a receiving water body.

EMPOWERMENT NEIGHBORHOOD

A neighborhood designated by the Urban Coordinating Council "in consultation and conjunction with" the New Jersey Redevelopment Authority pursuant to N.J.S.A. 55:19-69.

ENVIRONMENTALLY CONSTRAINED AREA

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

ENVIRONMENTALLY CRITICAL AREA

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

EROSION

The detachment and movement of soil or rock fragments by water, wind, ice or gravity.

GREEN INFRASTRUCTURE

A stormwater management measure that manages stormwater close to its source by:

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

HUC 14

"Hydrologic unit code 14"

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

IMPERVIOUS SURFACE

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

INFILTRATION

The process by which water seeps into the soil from precipitation.

LEAD PLANNING AGENCY

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

LOW IMPACT DEVELOPMENT TECHNIQUES

Utilizing strategies and measures that manage stormwater runoff quantity and quality in the absence of structural stormwater measures, such as minimizing site disturbance, preserving natural vegetation and other important site features such as forests and especially core forests, reducing and disconnecting impervious cover, minimizing proposed ground slopes, utilizing native vegetation, minimizing turf grass lawns, revegetating areas, increasing time of concentration, and maintaining and enhancing natural drainage features and characteristics.

MAJOR DEVELOPMENT

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

1. The disturbance of one half acre or more of land since February 2, 2004;
2. The creation of 5,000 square feet of more of “impervious surface” since February 2, 2004.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually result in the disturbance of one or more acres of land since February 2, 2004. Projects undertaken by any government agency that otherwise meet the definition of “major development” but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered “major development.”

MOTOR VEHICLE

Land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain

vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

MUNICIPALITY

Any city, borough, town, township, or village.

NEW JERSEY STORMWATER BEST MANAGEMENT PRACTICES (BMP) MANUAL

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

NODE

An area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

NUTRIENT

A chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

PERSON

Any individual, corporation, company, partnership, firm, association, the Township of Evesham, or political subdivision of this state and any state, interstate or Federal agency.

POLLUTANT

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

RECHARGE

The amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

REDEVELOPMENT

An activity that results in the creation, addition, or replacement of impervious surface area on an already developed site. Redevelopment includes, but is not limited to: the expansion of a building footprint; addition or replacement of a structure or a portion of a structure regardless of footprint; and replacement of impervious surface area that is not part of a routine maintenance activity. If a project is considered to be a redevelopment project, all new impervious cover, whether created by adding to or replacing impervious cover that was in existence before the redevelopment occurs, shall be considered in calculating the requirements for stormwater management. However, any such new impervious cover that will drain into an existing stormwater best management practice that is to remain after the redevelopment and that meets current stormwater management requirements shall be deducted from the total amount of impervious surface that must be treated by new stormwater best management practices. In the case of a redevelopment project, the pre-developed land cover shall be considered to be wooded.

Note: Routine Maintenance includes but is not limited to parking lot or driveway sealing or milling, roof repairs, replacement of a small number of boards on a deck. Routine Maintenance does not include complete replacement of deck board or patio material.

REPLACEMENT

The removal and substitution of a substantial portion of the framing and roofing of an existing structure or the removal and substitution of a substantial portion of existing pavement or other impervious material.

REGULATED IMPERVIOUS SURFACE

Any of the following, alone or in combination:

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

4. The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

SEDIMENT

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

SITE

The lot or lots upon which a major development is to occur or has occurred.

SOIL

All unconsolidated mineral and organic material of any origin.

STATE DEVELOPMENT AND REDEVELOPMENT PLAN METROPOLITAN PLANNING AREA (PA1)

An area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the state's future redevelopment and revitalization efforts.

STATE PLAN POLICY MAP

The geographic application of the State Development and Redevelopment Plan's goals and statewide policies, and the official map of these goals and policies.

STORMWATER

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

STORMWATER MANAGEMENT BASIN

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

STORMWATER MANAGEMENT MEASURE

Any structural or nonstructural strategy, practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal nonstormwater discharges into stormwater conveyances.

STORMWATER RUNOFF

Water flow on the surface of the ground or in storm sewers resulting from precipitation.

STORMWATER MANAGEMENT PLANNING AGENCY

A public body authorized by legislation to prepare stormwater management plans.

STORMWATER MANAGEMENT PLANNING AREA

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

TIDAL FLOOD HAZARD AREA

A flood hazard area in which the flood elevation resulting from the two-, 10-, or 100-year storm, as applicable, is governed by tidal flooding from the Atlantic Ocean. Flooding in a tidal flood hazard area may be contributed to, or influenced by, stormwater runoff from inland areas, but the depth of flooding generated by the tidal rise and fall of the Atlantic Ocean is greater than flooding from any fluvial sources. In some situations, depending upon the extent of the storm surge from a particular storm event, a flood hazard area may be tidal in the 100-year storm, but fluvial in more frequent storm events.

URBAN COORDINATING COUNCIL EMPOWERMENT NEIGHBORHOOD

A neighborhood given priority access to state resources through the New Jersey Redevelopment Authority.

URBAN ENTERPRISE ZONES

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

URBAN REDEVELOPMENT AREA

Previously developed portions of areas:

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

WATER CONTROL STRUCTURE

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

WATERS OF THE STATE

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

WETLANDS or WETLAND

An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as "hydrophytic vegetation."

C. Design and performance standards for stormwater management measures.

- (1) Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:
 - (a) The minimum met by standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90
 - (b) The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be incorporating green infrastructure.
- (2) The standards in this section apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or water quality management plan adopted in accordance with Department rules.
- (3) Note: Alternative standards shall provide at least as much protection from stormwater-related loss of groundwater recharge, stormwater quantity and water quality impacts of major development projects as would be provided under the standards in N.J.A.C. 7:8-5.

D. Stormwater management requirements for major development.

- (1) The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with § 62-28J.
- (2) The development design shall limit the creation of stormwater runoff through implementation of Low Impact Development Techniques to the extent technically practicable without reduction of the allowable development given the applicable zoning and other provisions of State law or regulations, or of municipal ordinance.
- (3) Stormwater management measures shall avoid adverse impacts of concentrated flow on habitats for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 13:1B-15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlenbergi* (bog turtle).
- (4) The following linear development projects are exempt from the groundwater recharge, stormwater runoff quantity, and stormwater runoff quality requirements of Subsection **D(6)** and **(7)**:

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- (a) The construction of an underground utility line, provided that the disturbed areas are revegetated upon completion;
 - (b) The construction of an aboveground utility line, provided that the existing conditions are maintained to the maximum extent practicable; and
 - (c) The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.
- (5) A waiver from strict compliance from the groundwater recharge, stormwater runoff quantity, and stormwater runoff quality requirements of Subsection **D(6)** and **(7)** may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:
 - (a) The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
 - (b) The applicant demonstrates, through an alternatives analysis, that through the use of nonstructural and structural stormwater management strategies and measures, the option selected complies with the requirements of Subsection **D(6)** and **(7)** to the maximum extent practicable;
 - (c) The applicant demonstrates that, in order to meet the requirements of Subsection **D(6)** and **(7)**, existing structures currently in use, such as homes and buildings, would need to be condemned; and
 - (d) The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under Subsection **D(4)(c)** above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of Subsection **D(6)** and **(7)** that were not achievable on site.
- (6) Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in Section D. 15, 16, 17 and 18. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change

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revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:

https://njstormwater.org/bmp_manual2.htm.

- (7)** Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this ordinance the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

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

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

Table 2
Green Infrastructure BMPs for Stormwater Runoff Quantity
(or for Groundwater Recharge and/or Stormwater Runoff Quality
with a Waiver or Variance from N.J.A.C. 7:8-5.3)

<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>
<u>Bioretention System</u>	<u>80 or 90</u>	<u>Yes</u>	<u>Yes^(b)</u> <u>No^(c)</u>	<u>2^(b)</u> <u>1^(c)</u>
<u>Infiltration Basin</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Sand Filter^(b)</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Standard Constructed Wetland</u>	<u>90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
<u>Wet Pond^(d)</u>	<u>50-90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>

Table 3
BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or
Stormwater Runoff Quantity
only with a Waiver or Variance from N.J.A.C. 7:8-5.3

<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>
<u>Blue Roof</u>	<u>0</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
<u>Extended Detention Basin</u>	<u>40-60</u>	<u>Yes</u>	<u>No</u>	<u>1</u>
<u>Manufactured Treatment Device^(h)</u>	<u>50 or 80</u>	<u>No</u>	<u>No</u>	<u>Dependent upon the device</u>
<u>Sand Filter^(c)</u>	<u>80</u>	<u>Yes</u>	<u>No</u>	<u>1</u>
<u>Subsurface Gravel Wetland</u>	<u>90</u>	<u>No</u>	<u>No</u>	<u>1</u>
<u>Wet Pond</u>	<u>50-90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>

Notes to Tables 1, 2, and 3:

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

- (8)** An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance

with Section VI.B. Alternative stormwater management measures may be used to satisfy the requirements at Section IV.O only if the measures meet the definition of green infrastructure at Section II. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section O.2 are subject to the contributory drainage area limitation specified at Section O.2 for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section O.2 shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section IV.D is granted from Section IV.O.

- (9)** Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.
- (10)** Design standards for stormwater management measures are as follows:

 - (a) Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
 - (b) Stormwater management measures shall be designed and demonstrated not to negatively impact wetlands or watercourses on site or adjacent to the property.

- (c) Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of I. 3;
 - (d) Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;
 - (e) Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at Section VIII; and
 - (f) The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.
- (11)** Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at Section II may be used only under the circumstances described at Section D. 15(d).
- (12)** Any application for a new agricultural development that meets the definition of major development at Section II shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at Section D. 15, 16, 17 and 18 any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.
- (13)** If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section D.16, 17 and 18 shall be met in each drainage area, unless the runoff from the

drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.

- (14)** Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the County of Burlington. A form of deed notice shall be submitted to the municipality for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section D. 15, 16, 17 and 18 and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to **J(2)(d)**. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.
- (15)** A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to Section D of this ordinance and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with County of Burlington and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with M above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with M above.

(16) Green Infrastructure Standards

- (a) This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
- (b) To satisfy the groundwater recharge and stormwater runoff quality standards at Section D.16 and 17, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at Section D.6 and/or an alternative stormwater management measure approved in accordance with Section D. 7. The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

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

- (c) To satisfy the stormwater runoff quantity standards at Section D. 18 the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with Section D. 7
- (d) If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section D.4 is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with Section IV.G may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section D 16, 17 and 18.
- (e) For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example,

a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at Section D. 16, 17 and 18, unless the project is granted a waiver from strict compliance in accordance with Section D.4.

(17) Groundwater Recharge Standards

(a) This subsection contains the minimum design and performance standards for groundwater recharge as follows:

(b) The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Section E, either:

[1] Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or

[2] Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated

(c) This groundwater recharge requirement does not apply to projects within the “urban redevelopment area,” or to projects subject to 4 below.

(d) The following types of stormwater shall not be recharged:

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

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

(18) Stormwater runoff quality standards.

- (a) This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of 5,000 square feet of impervious surface.
- (b) Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:
 - [1] Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of impervious surface.
 - [2] If the surface is considered regulated an impervious surface because the water quality treatment for an area of impervious surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.
 - [3] If the runoff from a project site will drain, directly or indirectly, into a water with a Total Maximum Daily Load (TMDL) for TSS, then the required TSS reduction from the site shall be increased to be consistent with the reductions set for in the TMDL;
 - [4] If the runoff from a project site will drain, directly or indirectly, into an impaired water that is listed under New Jersey’s Integrated Water Quality Assessment Report as impaired for TSS, then TSS shall be removed to the maximum extent practicable.

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- (c) The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollution Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with (b) above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.
- (d) The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4. The calculation of the volume of runoff may take into account the implementation of nonstructural and structural stormwater management measures.

Table 4 - Water Quality Design Storm Distribution

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

- (e) If more than one BMP in series is necessary to achieve the required eighty-percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (AXB)/100$$

Where:

- R = Total TSS percent load removal from application of both BMPs
- A = The TSS percent removal rate applicable to the first BMP
- B = The TSS percent removal rate applicable to the second BMP

- (f) Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the postconstruction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include nonstructural strategies and structural measures that optimize nutrient removal while still achieving the performance standards in Subsection **D 16, 17 and 18**.
- (g) Additional information and examples are contained in the New Jersey Stormwater Best Management Practices Manual, which may be obtained from the address identified in Subsection **G**.
- (h) In accordance with the definition of "FW1" at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
- (i) The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
- (j) Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.

(19) Stormwater Runoff Quantity Standards

- (a) This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.

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- (b)** The site shall be designed to manage through on-site retention the 95% percentile storm. The management shall be through the utilization of one or more green infrastructure techniques.
- (c)** In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Section E, complete one of the following:

 - [1]** Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the 2-, 10-, and 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
 - [2]** Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the 2-, 10- and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
 - [3]** Design stormwater management measures so that the post-construction peak runoff rates for the 2-, 10- and 100-year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or
 - [4]** In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with b [1, 2 and 3] above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.
- (d)** The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

E. Calculation of stormwater runoff and groundwater recharge.

(1) Stormwater runoff shall be calculated in accordance with the following:

(a) The design engineer shall calculate runoff using one of the following methods:

[1] The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and supplemented. This methodology is additionally described in Technical Release 55 - Urban Hydrology for Small Watersheds (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf
or at United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873; or

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

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

(b) For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the preconstruction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology at Subsection **E(1)(a)[1]** and the Rational and Modified Rational Methods at Subsection **E(1)(a)[2]**. A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover has existed on the site during the five years immediately prior to the time of

Attachment A

application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

- (c) In computing preconstruction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce preconstruction stormwater runoff rates and volumes.
- (d) In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS Technical Release 55 — Urban Hydrology for Small Watersheds, and other methods may be employed.
- (e) If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

(2) Groundwater recharge may be calculated in accordance with the following: The New Jersey Geological Survey Report GSR-32, A Method for Evaluating Ground-Water Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at:

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

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

F. Sources for technical guidance.

(1) Technical guidance for stormwater management measures can be found in the documents listed below, which are available from the Department's website at:

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

- (a) Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3. (b) Additional

maintenance guidance is available on the Department's website at:
https://www.njstormwater.org/maintenance_guidance.htm.

(2) Submissions required for review by the Department should be mailed to:

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

G. Solids and Floatable Materials Control Standards.

(1) Site design features identified under D. 6 above, or alternative designs in accordance with Section D. 7 above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see Section G(1)(b) below.

(a) Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:

[1] The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle

Compatible Roadways and Bikeways Planning and Design Guidelines; or

[2] A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

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

[3] For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of

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no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.

(b) The standard in (a) above does not apply:

[1] Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;

[2] Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;

[3] Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable that could not pass through one of the following:

[a] a rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or

[b] a bar screen having a spacing of 0/5 inches.

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

[4] Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or

[5] Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

H. Safety standards for stormwater management basins.

(1) This subsection sets forth requirements to protect public safety through the proper design and operation of stormwater management basins. This subsection applies to any new stormwater management basin.

(2) The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet

one or more of the safety standards in Section H(3)(a, b and c) for trash racks, overflow grates, and escape provisions at outlet structures.

(3) Requirements for trash racks, overflow grates and escape provisions.

(a) A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the stormwater management basin to ensure proper functioning of the basin outlets in accordance with the following:

[1] The trash rack should be constructed primarily of bars aligned in the direction of flow with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the bars shall be spaced no greater than 1/3 the width of the hydraulic opening it is protecting or six inches, whichever is less. Transverse bars aligned perpendicular to flow should be sized and spaced as necessary for rack stability and strength.

[2] The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure.

[3] The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack.

[4] The trash rack shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.

(b) An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:

[1] The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.

[2] The overflow grate spacing shall be no less than two inches across the smallest dimension.

[3] The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.

(c) For purposes of this Subsection **H(3)(c)**, "escape provisions" means the permanent installation of ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management basins. Stormwater management basins shall include escape provisions as follows:

[1] If a stormwater management basin has an outlet structure, escape provisions shall be incorporated in or on the structure. With the prior

approval of the reviewing agency identified in Subsection **H(3)**, a freestanding outlet structure may be exempted from this requirement.

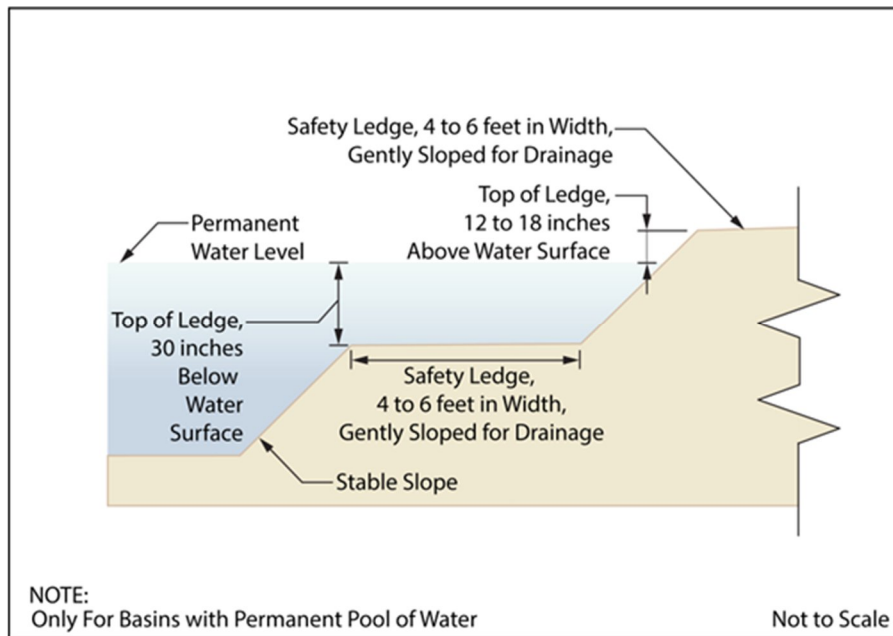
[2] Safety ledges shall be constructed on the slopes of all new stormwater management basins having a permanent pool of water deeper than 2 1/2 feet. Such safety ledges shall be comprised of two steps. Each step shall be four feet to six feet in width. One step shall be located approximately 2 1/2 feet below the permanent water surface, and the second step shall be located one foot to 1 1/2 feet above the permanent water surface. See Subsection **I(5)** for an illustration of safety ledges in a stormwater management basin.

[3] In new stormwater management basins, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.

(4) Variance or exemption from safety standards.

A variance or exemption from the safety standards for stormwater management basins may be granted only upon a written finding by the appropriate reviewing agency (municipality, county or Department) that the variance or exemption will not constitute a threat to public safety.

(5) Illustration of safety ledges in a new stormwater management basin.



.I. Requirements for a site development stormwater plan.

(1) Submission of site development stormwater plan.

(a) Whenever an applicant seeks municipal approval of a development subject to this section, the applicant shall submit all of the required components of the checklist

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for the site development stormwater plan at Subsection **I(3)** below as part of the submission of the applicant's application for subdivision or site plan approval.

- (b) The applicant shall demonstrate that the project meets the standards set forth in this section.
 - (c) The applicant shall submit six paper copies and one on compact disk of the materials listed in the checklist for site development stormwater plans in accordance with Subsection **I(3)** of this section.
- (2) Site development stormwater plan approval. The applicant's site development project shall be reviewed as a part of the subdivision or site plan review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the engineer retained by the Planning and/or Zoning Board (as appropriate) to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this section.
- (3) Checklist requirements. The following information shall be required:
- (a) Topographic base map. The reviewing engineer may require upstream tributary drainage system information as necessary. A topographic base map of the site must be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of one inch equals 200 feet or greater, showing two-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, highly erodible soils, perennial or intermittent streams that drain into or upstream of any Category One waters, wetlands and floodplains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and man-made features not otherwise shown.
 - (b) Environmental site analysis: a written and graphic description of the natural and man-made features of the site and its environs. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints on development. **The map shall indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, springs, seeps, intermittent or perennial streams, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, forests and core forests, pervious or vegetative surfaces, existing man-made structures, road, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.**
 - (c) Project description and site plan(s): a map (or maps) at the scale of the topographical base map indicating the location of existing and proposed

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buildings, roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification of proposed changes in natural conditions shall also be provided.

- (d)** Land use planning and source control plan. This plan shall provide a demonstration of how the goals and standards of Subsections **C** through **F** are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.
- (e)** Stormwater management facilities map. The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

 - [1]** Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to manage and dispose of stormwater.
 - [2]** Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.
- (f)** Calculations:

 - [1]** Comprehensive hydrologic and hydraulic design calculations for the predevelopment and postdevelopment conditions for the design storms specified in Subsection **D** of this section.
 - [2]** When the proposed stormwater management control measures (e.g., infiltration basins) depend on the hydrologic properties of soils, then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.
- (g)** Inspection, maintenance and repair plan. The design and planning of the stormwater management facility shall meet the maintenance requirements of an approved stormwater maintenance and repair plan conforming to Subsection **J** of this section.
- (h)** Waiver from submission requirements. The municipal official or board reviewing an application under this section may, in consultation with the Municipal

Engineer, waive submission of any of the requirements in Subsection **J(3)(a)** through **(f)** of this section when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

J. Maintenance and repair.

(1) Applicability. Projects subject to review as in Subsection **A(3)** of this section shall comply with the requirements of Subsection **J(2)** and **(3)**.

(2) General maintenance.

- (a)** The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
- (b)** The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics. If the maintenance plan identifies a person other than property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
- (c)** Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
- (d)** If the person responsible for maintenance identified under Subsection **J(2)(b)** above is not a public agency, the maintenance plan and any future revisions based on Subsection **J(2)(g)** below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
- (e)** Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity,

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- etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of nonvegetated linings.
- (f) The person responsible for maintenance identified under Subsection **J(2)(b)** above shall maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders.
 - (g) The person responsible for maintenance identified under Subsection **J(2)(b)** above shall evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed.
 - (h) Obtain a Stormwater Maintenance Permit from the Municipal Engineering Department.
 - (i) On an annual basis submit to the Municipal Engineering Department a maintenance and inspection report and certification on a form approved by the Department with all required maintenance logs; and
 - (j) The person responsible for maintenance identified under Subsection **J(2)(b)** above shall retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Subsection **J(2)(f)** and **(g)** above.
 - (k) The requirements of Subsection **J(2)(c)** and **(d)** do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.
 - (l) In the event that the stormwater management facility becomes a public health nuisance or danger to public safety or public health, or if it is in need of maintenance or repair, Evesham Township shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have 14 days to effect maintenance and repair of the facility in a manner that is approved by the Municipal Engineer or the Municipal Engineer's designee. Evesham Township, at its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair within the allowable time, Evesham Township may immediately proceed to do so with its own forces and equipment and/or through contractors and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.

(3) Nothing in this section shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53.

K. Penalties.

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

- (1) For any and every violation of the provisions of Article **IV** of Chapter **62** of the land use provisions of the Code of the Township of Evesham (as herein amended), the owner, contractor or other person interested as lessee, tenant or otherwise in any lot, parcel of land or improvement where such violation has been committed or shall exist shall for each and every violation be punishable as provided in Chapter **1**, General Provisions, Article **I**, of the Code of the Township of Evesham. For the purposes of this section, each day that a violation continues to exist shall be deemed to be a separate violation.
- (2) Nothing contained hereinabove shall be deemed to limit the right of any interested person to initiate the prosecution of any person or persons believed to have committed a violation of Article **IV** of Chapter **62** of the land use provisions of the Code of the Township of Evesham (as herein amended) or to commence any action at law or equity to compel an abatement of such violation

L. Severability.

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

M. Effective Date.

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

ALL OF WHICH IS ADOPTED THIS _____ day of _____, 20____, by the

_____.

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021**

SUMMARY:

Ordinance No. 10-2-2021

(Public Hearing February 24, 2021)

Ordinance of the Township of Evesham - Amending Chapter 72 Fees

RECOMMENDED ACTION:

ATTACHMENTS:

[Ord 10-2-2021_Amend Chapt 72 Fees - Registrar Vital Statistics_Marriage-Civil Union Officiating Fee.docx](#)

TOWNSHIP OF EVESHAM
ORDINANCE NO. 10-2-2020

ORDINANCE OF THE TOWNSHIP OF EVESHAM
AMENDING CHAPTER 72, FEES

WHEREAS, the Township has reviewed its fee schedule and determines to update the schedule to ensure that the fees are consistent with the cost of operation of certain facilities and to eliminate certain fees.

NOW THEREFORE, BE IT ORDAINED AND ENACTED, by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the Township Council does hereby amend Chapter 72 of the Code of the Township of Evesham to adjust certain fees for Township services.

SECTION 1. Chapter 72 of the Code of the Township of Evesham "Registrar of Vital Statistics" is hereby amended as follows:

D. Registrar of Vital Statistics

(10) Marriage or civil union officiating fee: **\$50.00**

SECTION II REPEALER

All Ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION III INVALIDITY

If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, subdivision, clause or provision and the remainder of this ordinance shall be deemed valid and effective.

SECTION IV. EFFECTIVE DATE

This Ordinance shall take effect 20 days after its proper publication after final passage as required by law.

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

ROLL CALL VOTE - <i>Upon Adoption</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

Adopted on second and final reading on

Mayor

Attest:

Clerk

Ordinance No. 10-2-2021

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021**

SUMMARY:

Ordinance No. 11-2-2021

(Public Hearing - February 24, 2021)

An Ordinance Amending the Township Code of the Township of Evesham, Found at Chapter 3 Administrative Code and Chapter 11 Golf Course, Municipal

RECOMMENDED ACTION:

ATTACHMENTS:

[Ord 11-2-2021 Amending Chapt 3 Admin Code and Chapt 11 Golf Course, Municipal.docx](#)

TOWNSHIP OF EVESHAM
ORDINANCE 11-2-2021

AN ORDINANCE AMENDING THE TOWNSHIP CODE OF
THE TOWNSHIP OF EVESHAM, FOUND AT
CHAPTER 3 ADMINISTRATIVE CODE AND
CHAPTER 11 GOLF COURSE, MUNICIPAL

BE IT ORDAINED AND ENACTED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey that Chapter 3 and Chapter 11 of the Township Code be and is hereby supplemented as follows:

ARTICLE I: AMENDED SECTION. Section 3-13 of the Code of the Township of Evesham, entitled "Senior Deputy Manager and Deputy Managers" is hereby amended and shall be entitled "Deputy Township Manager for Municipal Property" and replaced in its entirety as follows:

A. Deputy Township Manager for Municipal Property. The position of Deputy Township Manager for Municipal Property is hereby established. The Deputy Manager for Municipal Property shall be appointed by the Township Manager. The Deputy Manager shall be eligible to serve as the Acting Township Manager in the temporary absence or disability of the Township Manager.

ARTICLE II: AMENDED SECTION. Section 3-45 of the Code of the Township of Evesham, entitled "Department of Public Works, established; supervision and divisions thereof" is hereby amended as follows:

A. There is hereby established a Department of Public Works, the head of which shall be the Deputy Township Manager for Public Property. The positions of Assistant Superintendent of Public Works and Assistant Superintendent Municipal Public Property and Services is authorized, and the persons holding such position shall report to the Deputy Township Manager for Public Property. The Department of Public Works shall have the following role and functions:

(1) It shall be responsible for all matters relating to the construction, management, maintenance and operation of the physical properties of the Township, other than office supplies, furniture and office equipment.

(2) It shall provide mechanical services required by any department, office or agency of Township government except as otherwise directed by the Manager.

(3) It shall operate and maintain public buildings and grounds owned by the Township.

(4) It shall care for all Township parks and public grounds, including the trees, lawns and landscaping appurtenant to public buildings and the recreational areas and facilities operated by the Township.

(5) It shall install, maintain and repair parking meters authorized by ordinance.

(6) It shall provide custodial and janitorial services for all Township-owned buildings.

(7) It shall collect or provide for the collection of municipal solid waste and bulk items.

B. Within the Department of Public Works, there shall be the following divisions: The Division of Engineering; The Division of Roads; The Division of Sanitation; and the Division of Property Maintenance; the Division of Fleet & Custodial Services.

C. Subject to the direction and supervision of the Township Manager, the Deputy Township Manager for Public Property shall be responsible for the proper and efficient conduct of all public works functions of the municipal government. He or she shall supervise and direct the work of the Department of Public Works.

ARTICLE III: AMENDED SECTION. Section 3-47 of the Code of the Township of Evesham, entitled "Division of Municipal Property; Division Supervisor – Division of Municipal Property" is hereby amended and shall be entitled "Division of Roads & Division of Sanitation" and is amended as follows:

§ 3-47.1 Division of Roads; Division Supervisor – Division of Roads.

Within the Department of Public Works there shall be a Division of Roads, the head of which shall be known and designated as Division Supervisor – Division of Roads. Under the direction and supervision of the Division Supervisor – Division of Roads, the Division shall:

A. Maintain and repair all Township streets, bridges, culverts and drains.

B. Construct and reconstruct streets, roads, bridges, culverts and drains; treat road surfaces and resurface streets and roads according to such standards and schedules as directed or approved by the Township Engineer and the Township governing body.

C. Maintain all Township streets in a clean and safe condition, free of obstructions and hazards and remove snow and ice therefrom as required.

D. Study problems of street traffic congestion and control and streetlighting and recommend to the Township Engineer appropriate plans for street improvements and use to satisfy traffic requirements.

E. Install, repair and maintain street traffic signs, lines and markers and check for streetlight outages.

F. Install, maintain and repair parking meters authorized by ordinance.

§ 3-47.2 Division of Sanitation; Division Supervisor – Division of Sanitation.

Within the Department of Public Works there shall be a Division of Sanitation, the head of which shall be known and designated as Division Supervisor – Division of Sanitation. Under the direction and supervision of the Division Supervisor – Division of Sanitation, the Division shall:

A. Provide, operate and maintain facilities for the collection and disposal of refuse, garbage and recyclables at such times and in such manner as may be directed or required by the Township Manager, Superintendent of Public Works and Township ordinances.

ARTICLE IV: AMENDED SECTION. Section 3-48 of the Code of the Township of Evesham, entitled "Division of Municipal Property; Division Supervisor – Division of Municipal Property" is hereby amended and shall be entitled "Division of Municipal Property & Division of Fleet and Custodial Services" and is amended as follows:

§ 3-48.1 Division of Municipal Property; Division Supervisor – Division of Municipal Property.

Within the Department of Public Works there shall be a Division of Municipal Property, the head of which shall be known and designated as Division Supervisor – Division of Municipal Property. Under the direction and supervision of the Division Supervisor – Division of Municipal Property, the Division shall:

(A) Maintain active recreational surface areas and prepare them for recreational activities.

(B) Evaluate, plan for and implement preventative maintenance and park and recreation facility improvements.

(C) Care for all Township parks and public grounds, including trees, lawns, and landscaping appurtenant to public buildings and the recreational areas and facilities operated by the Township.

§ 3-48.2 Division of Fleet & Custodial Services; Division Supervisor – Division of Fleet & Custodial Services.

Within the Department of Public Works there shall be a Division of Fleet & Custodial Services, the head of which shall be known and designated as Division Supervisor – Division of Fleet & Custodial Services. Under the direction and supervision of the Division Supervisor – Division of Fleet and Custodial Services, the Division shall:

(A) Operate and maintain public buildings owned by the Township.

(B) Provide custodial and janitorial services for all Township-owned buildings.

(C) Keep and maintain the municipal vehicle fleet and municipal heavy equipment.

ARTICLE V: AMENDED SECTION. Section 3-64 of the Code of the Township of Evesham, entitled "Department of Recreation and Open Space established" is hereby deleted in its entirety.

ARTICLE VI: AMENDED SECTION. Section 11-3 of the Code of the Township of Evesham, entitled "Management" is hereby amended as follows:

A. Management of the utility hereinabove established shall be vested in the Township Manager of the Township of Evesham. There is hereby delegated to the Township Manager the power to establish reasonable rules and regulations governing the utility and its operations.

The Township Manager or his or her designee shall be responsible for with the following golf course operations, which shall include:

- (1) Implementing Chapter 11, Municipal Golf Course.
- (2) Develop and implement educational and instructional golf programs.
- (3) Promote and prepare facilities to host outings.
- (4) Manage proshop and merchandising.
- (5) Develop, promote and manage golf course memberships and service.
- (6) Develop, promote and manage driving range operations.
- (7) Develop, manage and implement a long-range master plan for the golf course.

B. The Township Manager is authorized to discount golf course fees up to 20% to attract golf outings and for the promotion of food and beverage specials with the contracted caterer.

ARTICLE VII. Repealer, Severability and Effective Date.

1. Repealer. Any and all Ordinances inconsistent with the terms of this Ordinance are hereby repealed to the extent of any such inconsistencies.
2. Severability. In the event that any clause, section, paragraph or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason, then the City Council hereby declares its intent that the balance of the Ordinance not affected by said invalidity shall remain in full force and effect to the extent that it allows the City to meet the goals of the Ordinance.
3. Effective Date. This Ordinance shall take effect upon proper passage in accordance with the law.

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

ROLL CALL VOTE - <i>Upon Introduction</i>						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

Adopted on second and
final reading on

Mayor Veasy

ATTEST

Mary Lou Bergh Township Clerk

Ordinance No. 11-2-2021

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021

SUMMARY:

Resolution No. 79-2021: Authorizing Emergency Temporary Appropriations (2021-1)

RECOMMENDED ACTION:

40A:4-20. Emergency Temporary appropriations authorized by 2/3 vote of the full membership for any purposes for which appropriations may lawfully be made for the period between the beginning of the current fiscal year and the date of adoption of the budget.

ATTACHMENTS:

[Auth_Temp_Emergency_Approps_No_1-2021.docx](#)

[2021 Temp Emerg #1 Current - Golf - Open Space.pdf](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 79-2021

AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS
(2021-1)

WHEREAS, the Township Council of the Township of Evesham enacted a temporary budget to cover the period from January 1, 2021 to the date of adoption of the budget; and

WHEREAS, N.J.S.A 40A:4-20 permits the Township Council by a two-thirds (2/3) vote of the full membership, to make emergency temporary appropriations; and

WHEREAS, the Township Council wishes to make the emergency temporary appropriations shown in Schedule "A" attached hereto and made part hereof.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, as follows:

1. That the Township Council by a two-thirds (2/3) vote of the full membership hereby makes the emergency temporary appropriations as shown on Schedule "A" attached hereto and made part hereof.

2. That a copy of this Resolution shall be filed forthwith with the Director of the Division of Local Government Services.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at their meeting held in the Municipal Building, 984 Tuckerton Road, Marlton, NJ 08053 on February 10, 2021.

Mary Lou Bergh, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

**Temporary Emergency #1
2021 Temporary**

Current Fund Budget	From	To	Account
Twp Manager SW	\$ 66,450.00	\$ 110,750.00	-01-20-100-001-120
Twp Manager OE	10,579.00	32,841.00	-01-20-100-001-200
Human Resources SW	51,180.00	85,300.00	-01-20-105-001-120
Human Resources OE	3,433.00	6,537.50	-01-20-105-001-200
Mayor & Council SW	9,214.00	17,550.00	-01-20-110-001-100
Mayor & Council OE	4,594.00	8,750.00	-01-20-110-001-200
Twp Clerk SW	70,470.00	152,685.00	-01-20-120-001-120
Twp Clerk OE	20,969.00	34,947.50	-01-20-120-001-200
Finance SW	93,520.00	133,600.00	-01-20-130-001-120
Finance OE	45,994.00	56,608.00	-01-20-130-001-200
MIS Data Processing SW	61,074.00	135,720.00	-01-20-140-001-120
MIS Data Processing OE	68,909.00	103,363.20	-01-20-140-001-210
Tax Collection SW	54,600.00	166,400.00	-01-20-145-001-120
Tax Collection OE	6,245.00	19,032.00	-01-20-145-001-200
Assessor SW	78,960.00	112,800.00	-01-20-150-001-120
Assessor OE	12,293.00	39,952.25	-01-20-150-001-210
Township Attorney	302,400.00	450,000.00	-01-20-155-001-501
Township Engineer	75,000.00	150,000.00	-01-20-165-001-507
Economic Development OE	184.00	350.00	-01-20-170-001-210
Historic Preservation Commission SV	270.00	900.00	-01-20-175-001-120
Historic Preservation Commission OI	930.00	3,100.00	-01-20-175-001-210
Community Development SW	56,910.00	108,400.00	-01-21-180-001-120
Community Development OE	12,752.00	150,000.00	-01-21-180-001-210
Construction Code SW	145,560.00	242,600.00	-01-22-195-001-120
Construction Code OE	4,199.00	8,200.00	-01-22-195-001-210
General Liability Insurance	416,070.00	621,000.00	-01-23-210-001-599
Worker's Compensation Insurance	401,150.00	578,000.00	-01-23-215-001-599
Employee Group Insurance	100,000.00	2,125,000.00	-01-23-220-001-599
Police SW	2,586,920.00	4,619,500.00	-01-25-240-001-120
Police OE	118,120.00	224,990.00	-01-25-240-001-210
Emergency Mgmt	1,380.00	2,300.00	-01-25-241-001-120
Prosecutor SW	18,970.00	27,100.00	-01-25-275-001-120
Streets & Roads SW	345,420.00	740,184.33	-01-26-290-001-100
Streets & Roads OE	257,111.00	544,725.00	-01-26-290-001-200
PW Admin SW	183,470.00	340,730.00	-01-26-300-001-100
PW Admin OE	4,384.00	12,525.00	-01-26-300-001-200
Building & Grounds SW	42,680.00	97,740.00	-01-26-300-002-100
Building & Grounds OE	64,237.00	176,475.00	-01-26-300-002-200
Sanitation SW	119,910.00	274,080.00	-01-26-305-001-120
Sanitation OE	22,313.00	55,250.00	-01-26-305-001-390
Vehicle Repair & Maintenance SW	104,942.00	302,250.00	-01-26-315-001-100
Vehicle Repair & Maintenance OE	124,378.00	355,500.00	-01-26-315-001-200

Current Fund Budget	From	To	Account
Public Affairs SW	18,900.00	94,500.00	-01-26-370-001-100
Public Affairs OE	3,170.00	7,925.00	-01-26-370-001-200
Public Health OE	1,000.00	5,000.00	-01-27-330-001-210
Accumulated Leave	90,000.00	150,000.00	-01-30-415-001-133
Postage	27,540.00	38,250.00	-01-30-421-001-321
Printing & Photocopying	11,475.00	29,835.00	-01-30-422-001-210
Electricity	151,725.00	216,750.00	-01-31-430-001-599
Traffic Signals	18,375.00	35,000.00	-01-31-435-001-207
Street Lighting	136,500.00	260,000.00	-01-31-435-002-599
Telephone	29,988.00	57,120.00	-01-31-440-001-302
Water	525.00	1,000.00	-01-31-445-001-599
Natural Gas	57,375.00	63,750.00	-01-31-446-001-599
Gasoline & Fuel	122,500.00	175,000.00	-01-31-460-001-599
Landfill fees	693,765.00	2,055,600.00	-01-32-465-001-599
PERS	-	800,537.00	-01-36-471-001-000
PFRS	-	2,493,708.00	-01-36-475-001-000
Social Security	349,575.00	757,412.50	-01-36-472-001-599
DCRP	1,000.00	10,000.00	-01-36-473-001-599
Municipal Court SW	80,948.00	144,550.00	-01-43-490-001-120
Municipal Court OE	8,180.00	15,675.00	-01-43-490-001-210
Capital Improvement Fund	-	500,000.00	-01-44-901-001-599
Total	\$ 7,970,685.00	\$ 21,339,348.28	

Golf Course Utility		From	To	Account
Salaries and Wages	\$	114,429.00	357,588.00	-26-55-501-00x-100
Other Expenses	\$	106,692.00	349,425.00	-26-55-501-00x-200
Capital Improvement Fund			35,000.00	-26-55-511-011-599
Social Security	\$	11,200.00	41,250.00	-26-55-541-001-599
Total	\$	232,321.00	\$ 783,263.00	

Open Space Trust Fund		From	To	Account
Salaries and Wages	\$	86,625.00	99,832.82	T-03-56-850-003-80x
Other Expenses	\$	117,450.38	380,315.50	T-03-56-850-003-8xx
Total	\$	204,075.38	\$ 480,148.32	

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021**

SUMMARY:

Human Rights Advisory Council - Chairperson

Evesham Economic Advisory Council - Chairperson

RECOMMENDED ACTION:

ATTACHMENTS:

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021**

SUMMARY:

Resolution No. 80-2021: Authorizing an Affordable Housing Down payment Assistance Loan Repayment Agreement With the Prospective Purchaser/Owner of an Affordable Housing Unit Located in Evesham Township- 2201 Rabbit Run Road

RECOMMENDED ACTION:

ATTACHMENTS:

[Affordable Housing Loan Agreement_2201_Rabbit_Run_-_Egbert -2-10-21 mtg.docx](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 80-2021

AUTHORIZING AN AFFORDABLE HOUSING
DOWN PAYMENT ASSISTANCE LOAN REPAYMENT
AGREEMENT WITH THE PROSPECTIVE PURCHASER/OWNER OF AN
AFFORDABLE HOUSING UNIT LOCATED IN EVESHAM TOWNSHIP

WHEREAS, Kristen Egbert desires to purchase an affordable home located at 2201 Rabbit Run Road in the Township of Evesham, which property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the property as an Affordable Housing unit which, among other restrictions, restricts the property owner in financing the property or otherwise encumbering the property by way of mortgage, home equity loan, or other form of financing; and

WHEREAS, the prospective purchaser has applied for a Down Payment Assistance Loan from the Affordable Housing Trust Fund to facilitate the acquisition; and

WHEREAS, monies in the Affordable Housing Trust Fund have been set aside for the purpose of assisting qualified buyers in purchasing an affordable unit in the Township, and the Township of Evesham is willing to extend a loan to Kristen Egbert ("prospective purchaser") in the amount of \$11,985; which together with the purchaser's down payment of \$3,995 will be 20% of the total purchase price; and

WHEREAS, the amount of the loan will be documented in a Note and Second Mortgage; which will be signed at closing; and

WHEREAS, it is appropriate for the Township of Evesham to enter into an Agreement with the prospective purchaser setting forth the terms of the down payment assistance loan accommodation.

NOW THEREFORE BE IT RESOLVED on this 10th day of February, 2021, by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that:

1. The Township Manager and Clerk are hereby authorized to execute a Down Payment Assistance Loan Program Agreement with Kristen Egbert, the prospective purchaser of an affordable home located at Evesham Township.
2. A copy of the fully executed Agreement shall be kept on file with the Township Clerk and transmitted to the Housing Liaison, Administrative Agent and the prospective purchaser. The original shall be kept in the unit file by the Administrative Agent.
3. The Township Council hereby authorizes the Township Manager and/or the Township Chief Finance Officer to allow for the disbursement of funds as set forth in this resolution and the Down Payment Assistance Loan Program Agreement.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 10, 2021.

Mary Lou Bergh, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021**

SUMMARY:

Resolution No. 81-2021: Ratifying Membership In a Mutual Aid and Assistance Agreement With Participating Units - Burlington County Mutual Aid and Assistance Agreement Between Participating Units

RECOMMENDED ACTION:

ATTACHMENTS:

[BC Mutual Aid and Assistance Agreement between Participating Units_2-10-21 mtg.docx](#)

[20210129154121798.pdf](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 81-2021

RATIFYING MEMBERSHIP IN A MUTUAL AID AND
ASSISTANCE AGREEMENT WITH PARTICIPATING UNITS

BURLINGTON COUNTY MUTUAL AID AND
ASSISTANCE AGREEMENT BETWEEN PARTICIPATING UNITS

WHEREAS, mutual aid and assistance agreements between municipalities, counties, law enforcement agencies, police, Emergency Medical Service, fire departments, fire companies or EMS organizations and fire departments situated in fire districts operated by a Board of Fire Commissioners, are permitted pursuant to N.J.S.A. 40A:14-26 and 40A:14-156.1; and

WHEREAS, the President in Homeland Security Directive (HSPD-5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, "The New Jersey Civilian Defense and Disaster Control Act" App.A9-33 et. seq., provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency, giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

WHEREAS, The Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules in accordance with the "Fire Service Resource Emergency Deployment Act," N.J.A.C. 52:14E-11 et. seq., commonly referred to as the "Fire

Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A et. seq.; and

WHEREAS, it is deemed to be in the best interests of the residents of this municipality and fire district to enter into a mutual aid and assistance agreement with the County of Burlington and other municipalities including (but not limited to) municipal police, Emergency Medical Service or fire departments, volunteer fire companies or EMS organizations and fire districts to provide additional protection against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation, damage or destruction to person and property, in those situations when outside aid and assistance is needed.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Evesham, County of Burlington, and State of New Jersey as follows:

A. That the Township of Evesham is hereby authorized and directed to enter into the Burlington County Mutual Aid and Assistance Agreement Between Participating Units, a copy of which is attached hereto and made part hereof, on the terms and conditions contained herein.

B. That the Mayor and Township Clerk of the Township of Evesham are hereby authorized and directed to execute said Mutual Aid and Assistance Agreement on behalf of the Township of Evesham.

C. That the Township Clerk is hereby authorized and directed to forthwith file a certified copy of this Resolution and an executed copy of the Agreement with the Burlington County Department of Public Safety Services, Office of Emergency Management. Said Office shall serve as the central repository and shall maintain a master listing of all Participating Units to the Mutual Aid and Assistance Agreement.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey at their meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 10, 2021.

Mary Lou Bergh, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						



EVESHAM TOWNSHIP POLICE DEPARTMENT
MEMORANDUM

TO: Robert Corrales, Township Manager

FROM: Christopher Chew, Chief of Police *CC*

SUBJECT: Resolution Authorizing Participation in Mutual Aid and Assistance Agreement

DATE: January 27, 2021

*Approved
RC
1/28/21*

I would like to recommend that a resolution be prepared for the Evesham Police Department approving participation in the Burlington County Mutual Aid and Assistance Agreement. This agreement will be in full effect through July 31, 2025 providing the services, support, and/or supplies, when needed, and if possible, to other agencies in the County. The same will be provided to the Police Department if there is a need. See attached for further details.

CC/sb

**BURLINGTON COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

THIS AGREEMENT (having a term which expires July 31, 2025) is made between the parties set forth on Schedule A (attached hereto) all of which are either the County of Burlington and all of its departments, municipalities including, but not limited to, municipal police and public works, Emergency Medical Service and/or fire departments, volunteer fire companies, fire districts, emergency management, human services, Community Emergency Response Team (CERT), and other jurisdictions, authorities, boards, or commissions defined as "local governments" in the Homeland Security Act of 2002. Hereinafter the parties may be referred to as "Participating Units", "Requesting Units" or "Responding Units".

WHEREAS, the President in Homeland Security Directive (HSPD - 5), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, "The New Jersey Civilian Defense and Disaster Control Act" App.A9-33 et. seq, provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency, and

WHEREAS, the State of New Jersey adopted the "Fire Service Resource Emergency Deployment Act," N.J.S.A. 52:14E-11 et. seq., to establish a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster, and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the "Fire Service Resource Emergency Deployment Regulations" N.J.A.C. 5:75A et. seq, and N.J.A.C. 5:75 A-2.2 specifically requires each municipality or fire district to adopt a local fire mutual aid plan, and

WHEREAS, an emergency responder is defined as anyone employed by, contracted to provide services to or otherwise affiliated with the Participating Units and possessing special skills, qualifications, training, knowledge and experience beneficial to the mitigation of disaster situations. An emergency responder includes, but is in no way limited to, the following: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency.

¹ As defined in the Homeland Security Act of 2002, Section 2(10): the term "local government" means "(A) county, municipality, city, town, township, local public authority, school district, intrastate district, council of governments... regional or interstate government entity, or agency or instrumentality of a local government: an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and a rural community, unincorporated town or village, or other public entity." 6 U.S.C. 101(10)

**BURLINGTON COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

WHEREAS, the Participating Units recognize that entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation and to address those situations when additional aid and assistance is needed to protect the best interests of the persons and property in each individual jurisdiction.

WITNESSETH:

In consideration of the mutual benefits and covenants contained in this agreement, the Participating Units respectively agree as follows:

1. **Mutual Aid and Assistance.** Upon the request as provided herein, the Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include the following:
 - a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not to be limited to fire, civil unrest, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.
 - b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.
 - c. Participating in training exercises with other participating units, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.

2. **Requests for Mutual Aid and Assistance.** All requests for mutual aid and assistance shall be initiated through the Burlington County Department of Public Safety Services-Division of Central Communications (CENTRAL), the Burlington County Fire Coordinator, the Burlington County EMS Coordinator, the Burlington County Prosecutor or his designee in accordance with all procedures in effect at the time of the request. CENTRAL shall immediately summon Participating Units to the scene of an emergency in accordance with the pre-established policies and procedures in effect at the time of the request.
 - a. Each local jurisdiction shall develop a Municipal Mutual Aid Plan to include mutual aid assistance to the levels they deem acceptable when measured against potential risks. Said information shall be submitted annually to the Burlington County Department of Public Safety Services-Office of Emergency Management for review by the appropriate coordinator prior to the first day of March each year.
 1. All Local Fire Mutual Aid Plans shall be in compliance with the New Jersey Fire Service Emergency Deployment Rules N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A-2.2.

**BURLINGTON COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

11. The County Fire Coordinator, the County EMS Coordinator or the County Prosecutor, where appropriate, will implement the Mutual Aid Plan for jurisdictions/agencies failing to submit plans as required in Section 2.a. above.

3. **Tactical Command and Authority at Emergency Scene.** The Incident Commander of the Requesting Unit shall have overall command authority of all Participating Units at the scene of the emergency. Participating Units of the fire service shall operate in compliance with the State Incident Management System N.J.A.C. 5:73-1.6(b).

4. **No Charge for Use of Personnel or Equipment.**
 - a. No Participating Unit shall bill a Requesting Unit for wages, salaries or use of equipment in making mutual aid and assistance responses, except as is provided for by a pre-existing separate agreement and/or as permitted within the regulations of the Stafford Disaster and Emergency Assistance Act, 42 U.S.C. 5121-5206 and the implementing regulations of 44 CFR 204 and 206 in which case reimbursements as permitted therein shall be recoverable as provided within said regulations.
 - b. If fuel, chemical substances, crowd control gases, water additives, sterilized medical equipment or other disposable goods are used for mitigation of the incident by a Responding Unit at a mutual aid and assistance response which will cause the Responding Unit to incur an expenditure to replace the same, and/or portable equipment requires repair or is lost, the Requesting Unit shall replace or, upon receipt of an appropriate voucher, reimburse the Responding Unit for the expenditure involved. Said reimbursement or replacement shall not be construed as payment or consideration for making the mutual aid and assistance response but only as an effort to compensate a Responding Unit for its actual cost outlay in replacing these expendable materials.
 - c. This agreement does not supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities).
 - d. Participating Units, when possible, will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C. 7:1E-5.3/N.J.S.A. 58:10-23.1 le).
 - e. This agreement recognizes the provisions as required by New Jersey Civilian Defense & Control Act App.9-33 et seq. and specifically Emergency Medical Services N.J.S.A.26:2K-60.

5. **Limitation of Providing Mutual Aid and Assistance.** Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance and/or emergency protection.

6. **Death or Disability.** If any member of a Participating Unit suffers injury or death at the scene of a mutual aid and assistance emergency or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A.40A: 14-26. Said rights, benefits and compensation shall be paid by the Participating

**BURLINGTON COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

Unit and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members.

7. **Members Authority.** The members of each Participating Unit making a mutual aid and assistance response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A: 14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.
8. **Liability Insurance.** Each Participating Unit shall maintain adequate liability insurance, the minimum limits of which shall be \$1 million. Additionally, the Requesting Unit agrees to hold harmless a Participating Unit in the event of any lawsuit arising out of such assistance.
9. **Term: Withdrawal.** This Agreement shall commence upon signing by each of the Participating Units and shall continue in full force and effect through July 31, 2025 Any Participating Unit may withdrawal from this Agreement by providing all other Participating Units, the Burlington County Department of Public Safety Services, the County Fire Coordinator, the County EMS Coordinator, and the County Prosecutor or his designee with sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units.
10. **Legal Authority.** This Agreement for mutual aid and assistance is expressly made in accordance with N.J.S.A. 40A: 14-26 and 156.1 et seq.
11. **Entire Agreement.** This agreement constitutes the entire understanding between the Participating Units. This Agreement supersedes all communications, representations or prior agreements, oral or written, between Participating Units with respect to the subject matter hereof.

IN WITNESS WHEREOF, County of Burlington and each Municipality, Volunteer Corporation or Fire District representing each Participating Unit has executed this Agreement and affixed its corporate seal on the date indicated. By executing this agreement, each Participating Unit acknowledges that said execution has been duly authorized by proper Resolution, a copy of which is annexed to this agreement.

The _____ has executed this agreement on the
(Fire department, Municipality or Corporation)

_____ Day of _____, 20 _____

Authorized Signature: _____ Official Title: _____

Authorized Signature: _____ Official Title: _____

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021

SUMMARY:

Resolution No. 82-2021: Authorizing the Acceptance of Gift - Donation to the Evesham Township Police Department For 500 General Use Masks

RECOMMENDED ACTION:

I would like to recommend that a Resolution be prepared to accept a donation that has been given to the Police Department. Stan Rajauski, from Corporate Piping Inc., has donated 500 general use masks, valued at \$100. It is recommended to be prepared and scheduled for Council's consideration for the next regular Council Meeting on February 10, 2021.

ATTACHMENTS:

[Auth_Acceptance_of_Gifts_-Donation of 500 General Use Masks_Stan Rajauski-Corporate Piping Inc.docx](#)

[20210129154141957.pdf](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 82-2021

AUTHORIZING THE ACCEPTANCE OF GIFT -
DONATION TO THE EVESHAM TOWNSHIP POLICE DEPARTMENT
FOR 500 GENERAL USE MASKS

Whereas, N.J.S.A. 40A:5-29 authorizes the acceptance of bequests, legacies and gifts by local units; and

WHEREAS, the Township of Evesham has been offered a gift of 500 general use masks to combat Covid-19 virus from Stan Rajauski, Corporate Piping Inc.; and

WHEREAS, the Township Council of the Township of Evesham recognizes that the acceptance of the aforesaid gift will benefit the Police Department to help defray the cost of purchasing masks to combat Covid-19 virus for the Police Department in Evesham Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the Township Council authorizes the acceptance of 500 general use masks to combat Covid-19 virus to be used by the Police Department and in accordance with the provisions of N.J.S.A. 40A-5-29.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at their meeting held in the Municipal Building, 984 Tuckerton Road, Marlton, NJ 08053 on February 10, 2021.

Mary Lou Bergh, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						



EVESHAM TOWNSHIP POLICE DEPARTMENT
MEMORANDUM

*Approved
RC
1/27/21*

TO: Robert Corrales, Township Manager

FROM: Christopher Chew, Chief of Police *CC*

SUBJECT: Accept a Donation

DATE: January 26, 2021

I would like to recommend that a Resolution be prepared to accept a donation that has been given to the Police Department. Stan Rajauski, from Corporate Piping Inc., has donated 500 general use masks, valued at \$100. It is recommended to be prepared and scheduled for Council's consideration for the next regular Council Meeting on February 10, 2021.

Christopher Chew, Chief of Police

CC/sb

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021

SUMMARY:

Resolution No. 83-2021: Evesham Municipal Alliance on Substance Abuse Membership Revisions

RECOMMENDED ACTION:

The Alliance desires to revise the members of the Evesham Alliance on Substance Abuse to include but not be limited to the following persons or their representatives.

ATTACHMENTS:

[CAEC_-_Municipal_Alliance_Membership_2021_as of 2-10-21 mtg.docx](#)

[Alliance committee membership list.pdf](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 83-2021

EVESHAM MUNICIPAL ALLIANCE ON SUBSTANCE ABUSE
MEMBERSHIP REVISIONS

WHEREAS, the Evesham Township Municipal Council, on April 26, 1988, adopted Resolution No. 117-88 establishing the Evesham Alliance on Substance Abuse in compliance with Governor Kean's "Blueprint for a Drug Free New Jersey", which Alliance works toward the accomplishment of the five goals as directed in the Governor's "Blueprint"; and

WHEREAS, it is the desire of the Alliance to revise the membership of the Evesham Alliance on Substance Abuse to include but not be limited to the following persons or their representatives:

Representative of Evesham Township Local Governing Body	Heather Cooper
Representative from Police Department . . .	Chris Chew
Representative of Lenape Regional High School District . . .	Barry Fitzgerald
SAC Representative (Substance Awareness Counselor)	Kristen Caputo Drew Viscidy
Parent Representative	Sue Harrison
Youth Services Organizations Representative	Elizabeth Majewski
Representative of Local Business	David Scott
Private Citizen Representative	Gail Smith
Older Adult Representative	Debra Rumbos
Health & Human Services Representative . .	Stephen Kavalkovich
Representatives of Public & Private Organizations	Marc Romano Joe Conlin

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey that the membership of the Evesham Alliance on Substance Abuse is hereby revised as stated above.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at its meeting held in the Meeting Room of the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 10, 2021.

Mary Lou Bergh, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2020-June 2025

FORM 3

MUNICIPAL ALLIANCE COMMITTEE MEMBERSHIP LIST

**Alliance Name: Evesham
2021**

**County: Burlington
Last Updated: 2021**

Grant Year: 2020-

INDIVIDUAL REPRESENTATIVE	MAILING ADDRESS AND E-MAIL	TERM	SECTOR
Heather Cooper, Deputy Mayor	[REDACTED]	2 year	Mayor and/or/governing body (or designee)
Chris Chew, Chief of Police	[REDACTED]	2 year	Chief of police (or designee) and other law enforcement agencies
Barry Fitzgerald, LRHSD	[REDACTED]	2 year 1 year	School district administrative staff and/or school board member
Kristen Caputo, SAC Cherokee HS Drew Viscidy, Sequoia	[REDACTED]	2 year	Student assistance coordinator or other student support services staff member
			A representative of the Parent-Teacher Association or other Home-School Association
Sue Harrison	[REDACTED]	2 year	Parents and/or guardians
Elizabeth Majewski	[REDACTED]	2 year	A representative from Youth Services Organizations
Dave Scott, MBA	[REDACTED]	2 year	A representative of the Chamber of Commerce or local businesses
			Representatives of local civic or volunteer groups
			Representatives of local Faith Based Organizations
Gail Smith	[REDACTED]	2 year	Private citizens with interest or experience in issues concerning alcohol or drug abuse, addiction or juvenile delinquency
			Youth representatives
Debra Rumbos	[REDACTED]	1 year 1 year	Older adult representatives and other community members who have no specific category
			Individuals who have been affected by alcoholism or drug abuse, including individuals who have been directly affected by their own or family members abuse or addictions
Stephen Kavalkovich	[REDACTED]	1 year	Health and Human Service agencies/professionals; especially health care professionals including Pharmacists, Physicians or Therapists, etc.
			Representatives of the local communications media; or Public Relations
Marc Romano Joe Conlin	[REDACTED]	2 year	Representatives of public and private organizations involved in the prevention or treatment of alcoholism and drug abuse and/or the regional coalition

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021

SUMMARY:

Resolution No. 84-2021: Resolution to Cancel Outstanding Checks

RECOMMENDED ACTION:

Authorize the cancellation of old, outstanding checks for Municipal Court

Municipal Court - General Account

Check 3979, 2/4/2020, \$150

Check 4118, 4/8/2020, \$50

Municipal Court - Bail Account

Check 13175, 3/11/2019, \$17

Check 13505, 6/11/2020, \$72

ATTACHMENTS:

[Cancel_Outstanding_checks_Designated_Accounts -2-10-20 mtg.docx](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 84-2021

RESOLUTION TO CANCEL OUTSTANDING CHECKS

WHEREAS, the outstanding checks listed on the attached Schedule A for the designated accounts have been outstanding for a period of over six months; and

WHEREAS, it is necessary to formally cancel said checks by resolution.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, that the checks as reflected on the attached Schedule A shall be cancelled.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at their meeting held in the Municipal Building, 984 Tuckerton Road, Marlton, New Jersey on February 10, 2021.

Mary Lou Bergh, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

Schedule A

Municipal Court - General Account

Check 3979, 2/4/2020, \$150

Check 4118, 4/8/2020, \$50

Municipal Court - Bail Account

Check 13175, 3/11/2019, \$17

Check 13505, 6/11/2020, \$72

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021

SUMMARY:

Resolution No. 85-2021: Authorizing Sale of Surplus Property

RECOMMENDED ACTION:

WHEREAS, the Township of Evesham is the owner of certain surplus property as listed in Schedule A attached hereto, which is no longer needed for public use; and

WHEREAS, the Township Council of the Township of Evesham is desirous of selling said surplus property in an “as is” condition without express or implied warranties.

ATTACHMENTS:

[Resolution_Sale_of_Misc_Property_-_Municibid 3.docx](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 85-2021

AUTHORIZING SALE OF SURPLUS PROPERTY

WHEREAS, the Township of Evesham is the owner of certain surplus property as listed in Schedule A attached hereto, which is no longer needed for public use; and

WHEREAS, the Township Council of the Township of Evesham is desirous of selling said surplus property in an "as is" condition without express or implied warranties.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey as follows:

(1) The sale is being conducted pursuant to Local Finance Notice 2008-9.

(2) The sale of the surplus property shall be conducted through Municibid pursuant to State Contract 19DPP00272/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with Municibid is available online at govdeals.com and also available from the Township of Evesham.

(3) The sale will be conducted online and the address of the auction site is www.municibid.com.

(4) A list of the surplus property is attached hereto as Schedule "A", and made a part hereof; and

(5) A notice of the sale will be published in a newspaper circulating in the Township of Evesham.

(6) The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.

(7) The Township reserves the right to accept or reject any bid submitted.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at their meeting held in the Municipal Building, 984 Tuckerton Road, Marlton, NJ 08053 on February 10, 2021.

Mary Lou Bergh, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAYE	ABSTAIN	ABSENT
FREEMAN III						
ESPINOZA						
HANSEN						
COOPER						
MAYOR VEASY						

RESOLUTION NO. _____

SCHEUDLE "A"

<u>ITEM</u>	<u>DEPT</u>
1996 Ford F-250	Public Works
1997 Ford LTS 8000	Public Works
1997 Ford Explorer	Public Works
1999 Ford F-250	Public Works
2002 Ford Explorer	Public Works
2002 Ford Explorer	Public Works
2003 Ford Explorer	Community
Development	

TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021

SUMMARY:

Resolution No. 86-2021: Resolution Authorizing the Cancellation and Refund of Property Taxes - Block 94, Lot 21.03 - 100% Totally & Permanently Disabled Veteran

RECOMMENDED ACTION:

Resolution granting totally disabled veteran exemption from real estate taxes effective January 26, 2021.

ATTACHMENTS:

[Cancel & refund - Veteran_B94_L 21-03_2-10-21 mtg.docx](#)

[TDV B94 L21.03 RESO REQUEST.doc](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 86-2021

RESOLUTION AUTHORIZING THE CANCELLATION
AND REFUND OF PROPERTY TAXES
BLOCK 94, LOT 21.03

100% Totally & Permanently Disabled Veteran

WHEREAS, the Evesham Township Tax Collector has informed the Evesham Township Council that certain taxes are to be cancelled and refunded for Block 94, Lot 21.03, since the owner of the lot in question is a totally disabled veteran and has overpaid taxes, as reported in the Tax Collector's memorandum dated February 5, 2021, attached hereto and made a part hereof; and

WHEREAS, N.J.S.A. 54:4-3.30 et seq. permits the exemption from property taxes for any citizen and resident of the State who is a 100% Totally and Permanently Disabled Veteran; and

WHEREAS, the United States Department of Veteran Affairs has classified the veteran, Robert Beers, as 100% Totally and Permanently Disabled; and

WHEREAS, this status grants the veteran the right to be exempt from paying property taxes as of the date of eligibility (N.J.S.A. 54:4-3.30); and

WHEREAS, the 2020 taxes on the following property should be cancelled as of the date of exemption and any taxes paid by the owner should be refunded as follows:

Block	Lot	Owner	Date of Exemption	Amount to Cancel	Amount to Refund
94	21.03	Robert Beers	December 8, 2020	\$3,218.35	\$0.00

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Evesham hereby declares that the taxes on Block 94, Lot 21.03, are hereby cancelled and hereby refunds said overpayment of taxes to the owner of said property as set forth above; and

WHEREAS, the Burlington County Board of Taxation requires a resolution for the cancellation of property taxes in order to credit to the Municipality in the Abstract of Ratables the amount of County Taxes and County Open Space Taxes refunded or cancelled for this property. This resolution will be submitted to the Burlington County Board of Taxation with the Application & Approval of Assessment Debit and Credit for the property.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey at its meeting held in the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 10, 2021.

Mary Lou Bergh, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

**TOWNSHIP OF EVESHAM TAX COLLECTOR
MEMORANDUM**

TO: ROBERT CORRALES, TOWNSHIP MANAGER
FROM: KATHRYN A. MERKH, TAX COLLECTOR
DATE: FEBRUARY 5, 2021
SUBJECT: RESOLUTION REQUEST
TOTALLY DISABLED VETERAN
BLOCK 94, LOT 21.03

Per R.S. 54:4-3.30 requires a resolution to cancel taxes on a dwelling house of a Totally Disabled Veteran.

Exempt Effective Date: December 8, 2020
Disabled Veteran: Robert Beers
Property Address: 101 Navy Lane
Tax Amount to Cancel: \$3,218.35
Tax Amount to Refund: \$0.00

Please instruct the Treasurer to issue a refund check as stated above.

I will complete and send Burlington County Board of Taxation the Application & Approval of Assessment Debit and Credit form for this property.

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021**

SUMMARY:

Resolution No. 87-2021: Resolution Authorizing the Cancellation and Refund of Property Taxes - Block 44.19, Lot 18 - 100% Totally & Permanently Disabled Veteran

RECOMMENDED ACTION:

Resolution granting totally disabled veteran exemption from real estate taxes effective December 8, 2020.

ATTACHMENTS:

[Cancel & refund - Veteran_B 44-19_L 18_2-10-21 mtg.docx](#)

[TDV B44.19 L18 RESO REQUEST.doc](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 87-2021

RESOLUTION AUTHORIZING THE CANCELLATION
AND REFUND OF PROPERTY TAXES
BLOCK 44.19, LOT 18

100% Totally & Permanently Disabled Veteran

WHEREAS, the Evesham Township Tax Collector has informed the Evesham Township Council that certain taxes are to be cancelled and refunded for Block 44.19, Lot 18, since the owner of the lot in question is a totally disabled veteran and has overpaid taxes, as reported in the Tax Collector's memorandum dated February 5, 2021, attached hereto and made a part hereof; and

WHEREAS, N.J.S.A. 54:4-3.30 et seq. permits the exemption from property taxes for any citizen and resident of the State who is a 100% Totally and Permanently Disabled Veteran; and

WHEREAS, the United States Department of Veteran Affairs has classified the veteran, Robert Bell, as 100% Totally and Permanently Disabled; and

WHEREAS, this status grants the veteran the right to be exempt from paying property taxes as of the date of eligibility (N.J.S.A. 54:4-3.30); and

WHEREAS, the 2020 taxes on the following property should be cancelled as of the date of exemption and any taxes paid by the owner should be refunded as follows:

Block	Lot	Owner	Date of Exemption	Amount to Cancel	Amount to Refund
44.19	18	Robert Bell	December 8, 2020	\$5,007.91	\$2,789.41

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Evesham hereby declares that the taxes on Block 44.19, Lot 18, are hereby cancelled and hereby refunds said overpayment of taxes to the owner of said property as set forth above; and

WHEREAS, the Burlington County Board of Taxation requires a resolution for the cancellation of property taxes in order to credit to the Municipality in the Abstract of Ratables the amount of County Taxes and County Open Space Taxes refunded or cancelled for this property. This resolution will be submitted to the Burlington County Board of Taxation with the Application & Approval of Assessment Debit and Credit for the property.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey at its meeting held in the Municipal Complex, 984 Tuckerton Road, Marlton, New Jersey 08053 on February 10, 2021.

Mary Lou Bergh, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

**TOWNSHIP OF EVESHAM TAX COLLECTOR
MEMORANDUM**

TO: ROBERT CORRALES, TOWNSHIP MANAGER
FROM: KATHRYN A. MERKH, TAX COLLECTOR
DATE: FEBRUARY 5, 2021
SUBJECT: RESOLUTION REQUEST
TOTALLY DISABLED VETERAN
BLOCK 44.19, LOT 18

Per R.S. 54:4-3.30 requires a resolution to cancel taxes on a dwelling house of a Totally Disabled Veteran.

Exempt Effective Date: December 8, 2020
Disabled Veteran: Robert Bell
Property Address: 31 Lakeside Drive
Tax Amount to Cancel: \$5,007.91
Tax Amount to Refund: \$2,789.41

Please instruct the Treasurer to issue a refund check as stated above.

I will complete and send Burlington County Board of Taxation the Application & Approval of Assessment Debit and Credit form for this property.

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021**

SUMMARY:

Resolution No. 88-2021: Authorizing the Execution of a Certification Regarding Consideration of Arrest and Conviction Records in Employment Decisions

RECOMMENDED ACTION:

Annual Compliance Resolution required by the State.

ATTACHMENTS:

[Governing_Body_Certification_of_Compliance_with_EEO_Arrest_and_Conviction_Records_in_Emplc-2-20-21 mtg.docx](#)

TOWNSHIP OF EVESHAM
RESOLUTION NO. 88-2021

AUTHORIZING THE EXECUTION OF A CERTIFICATION REGARDING
CONSIDERATION OF ARREST AND CONVICTION RECORDS IN
EMPLOYMENT DECISIONS

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the Township Council of the Township of Evesham have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, that the Township Council of the Township of Evesham, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey, at their meeting held in the Municipal Building, 984 Tuckerton Road, Marlton, NJ 08053 on February 10, 2021.

Mary Lou Bergh, Township Clerk

ROLL CALL VOTE						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
COOPER						
ESPINOZA						
FREEMAN						
HANSEN						
MAYOR VEASY						

**TOWNSHIP OF EVESHAM
TOWNSHIP COUNCIL
February 10, 2021**

SUMMARY:

Engineer Report - February, 2021

RECOMMENDED ACTION:

ATTACHMENTS: