

STRATFORD BOROUGH COUNCIL
REGULAR MEETING AGENDA
JULY 14, 2020
7:00 P.M.

CALL TO ORDER: THE STRATFORD REGULAR COUNCIL MEETING FOR JULY 14, 2020

PLEDGE OF ALLEGIANCE AND PRAYER:

STATEMENT OF ADVERTISEMENT:

Notice of this meeting has been provided to the Courier Post and The Retrospect and is posted on the Borough Hall Bulletin Board stating the time and the place of the meeting.

ROLL CALL:

MAYOR JOSH KEENAN
COUNCIL PRESIDENT LINDA HALL
COUNCILMAN STEPHEN GANDY
COUNCILMAN PATRICK GILLIGAN
COUNCILMAN PATRICK GREEN
COUNCILWOMAN TINA LOMANNO
COUNCILMAN MICHAEL TOLOMEO

STUART PLATT, BOROUGH SOLICITOR
RON MORELLO, POLICE CHIEF
CHRIS CONROY, BOROUGH ADMINISTRATOR
MICHAELA BOSLER, ACTING BOROUGH CLERK

PUBLIC PORTION FOR AGENDA ITEMS ONLY:

Motion to go to open public portion on agenda items only:

Motion: _____ Second: _____ Voice Vote: _____

Motion to close public portion on agenda items:

Motion: _____ Second: _____ Voice Vote: _____

REPORTS:

ORDINANCE & PROPERTY	Councilman Patrick Green
FINANCE & REVENUE	Councilman Patrick Gilligan
POLICE	Councilwoman Tina Lomanno
EMERGENCY SERVICES	Councilman Stephen Gandy
PUBLIC WORKS & LIGHTING	Councilman Michael Tolomeo
PUBLIC EVENTS	Councilwoman Linda Hall

OLD BUSINESS:

ORD. 2020:05 BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE BOROUGH OF STRATFORD, IN THE COUNTY OF CAMDEN, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$424,665.00 THEREFORE AND AUTHORIZING THE ISSUANCE OF \$403,431.75 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THERE OF

Motion to open the public hearing on ORD. 2020:05: _____ Second: _____ Voice Vote: _____

Motion to close the public hearing on ORD. 2020:05: _____ Second: _____ Voice Vote: _____

Motion to adopt ORD 2020:05: _____ Second: _____ RCV: _____

This agenda is subject to change

ORD. 2020:06 AN ORDINANCE AMENDING CHAPTER 1.12, ENTITLED "FEES," OF THE CODE OF THE BOROUGH OF STRATFORD WITH RESPECT TO THE PROVISION OF PUBLIC SANITARY SEWER SERVICE

Motion to open the public hearing on ORD. 2020:06: _____ Second: _____ Voice Vote: _____
Motion to close the public hearing on ORD. 2020:06: _____ Second: _____ Voice Vote: _____
Motion to adopt ORD 2020:06: _____ Second: _____ RCV: _____

ORD. 2020:07 BOND ORDINANCE PROVIDING FOR SEWER UTILITY EMERGENCY REPAIRS OF THE BOROUGH OF STRATFORD, IN THE COUNTY OF CAMDEN, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$170,000.00 THEREFORE AND AUTHORIZING THE ISSUANCE OF \$170,000.00 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THERE OF

Motion to open the public hearing on ORD. 2020:07: _____ Second: _____ Voice Vote: _____
Motion to close the public hearing on ORD. 2020:07: _____ Second: _____ Voice Vote: _____
Motion to adopt ORD 2020:07: _____ Second: _____ RCV: _____

NEW BUSINESS:

ORD. 2020:08 AN ORDINANCE ESTABLISHING SALARIES AND SALARY RANGES FOR OFFICERS AND EMPLOYEES OF THE BOROUGH OF STRATFORD, CAMDEN COUNTY, STATE OF NEW JERSEY

This is the first reading and introduction, the public hearing for this ordinance will be on August 11, 2020 at 7:00 pm.

Motion: _____ Second: _____ RCV: _____

RESOLUTIONS:

RES. 2020:150 AUTHORIZING AND APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE BOROUGH OF STRATFORD AND THE BOROUGH OF STRATFORD COUNCIL ("BOROUGH") AND STRATWIN, LLC AND APPOINTING STRATWIN, LLC AS REDEVELOPER FOR THE BERLIN ROAD REDEVELOPMENT PROJECT ("REDEVELOPER")

Motion: _____ Second: _____ RCV: _____

RESOLUTIONS 2020:151 THROUGH 2020:157 WILL BE DONE AS A CONSENT AGENDA

Council can at this time request to remove any of the resolutions from the consent agenda and they can be voted on separately.

RES. 2020:151 APPOINTMENT OF SPECIAL LAW ENFORCEMENT OFFICER – CLASS III – STEPHEN MCBRIDE

RES. 2020:152 AUTHORIZING AND APPROVING THE STRATFORD POLICE DEPARTMENT'S APPLICATION AND PARTICIPATION FOR ENROLLMENT IN THE LAW ENFORCEMENT SUPPORT OFFICE (LESO) 1033 PROGRAM

RES. 2020:153 AUTHORIZING APPLICATION FOR 2020 BULLET PROOF VEST GRANT WITH THE NEW JERSEY DEPARTMENT OF JUSTICE

RES. 2020:154 PROMOTING LABORER III TO ACTING ASSISTANT SUPERVISOR – ADAM KAY

RES. 2020:155 AUTHORIZING BACH ENGINEER TO DESIGN SPECIFICATIONS AND PUBLICLY BID
BUTTONWOOD ROAD STORMWATER OUTFALL STRUCTURE REPAIR

RES. 2020:156 AUTHORIZE TAX COLLECTOR TO CONDUCT ELECTRONIC TAX SALE

RES. 2020:157 RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN ACCORDANCE
WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT, NJSA 10:4-12
*The matter for executive session will pertain to matters relating to employment
relationships re: personnel*

Motion: _____ Second: _____ RCV: _____

APPROVAL OF BILLS:

Animal checks		through		
Manual checks		through		
Payroll checks		through		and
Payroll checks		through		
Automated checks		through		
Various electronic transfers and potential interim payments to				

Motion: _____ Second: _____ RCV: _____

COUNCIL COMMENTS:

GOOD AND WELFARE:

Motion to open the meeting to the public for Good and Welfare:

Motion: _____ Second: _____ Voice Vote: _____

Motion to close the public portion for Good and Welfare:

Motion: _____ Second: _____ Voice Vote: _____

EXECUTIVE SESSION:

Motion to go into Executive Session:

Motion: _____ Second: _____ Voice Vote _____

Motion to leave Executive Session:

Motion: _____ Second: _____ Voice Vote _____

ADJOURN:

Motion: _____ Second: _____ Voice Vote: _____

ORDINANCE 2020:05

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE BOROUGH OF STRATFORD, IN THE COUNTY OF CAMDEN, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$424,665.00 THEREFORE AND AUTHORIZING THE ISSUANCE OF \$403,431.75 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THERE OF

BE IT ORDAINED by the Borough Council of the Borough of Stratford, County of Camden, State of New Jersey (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The improvements described in Section 3 of this Bond Ordinance are hereby respectively authorized to be undertaken by the Borough of Stratford, New Jersey as a general improvement. For the improvement or purpose described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriations made for the improvements or purposes, such sums amounting in the aggregate to \$424,665.00 including the aggregate sum of \$21,233.25 as the down payment for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provisions for down payment or for capital improvement purposes in one or more previously adopted budgets.

SECTION 2. In order to finance the cost of improvement or purpose not covered by application of the several down payments, negotiable Bonds are hereby authorized to be issued in the principal amount of \$403,431.75 pursuant to the Local Bond Law. In anticipation of the issuance of the Bonds, negotiable Bond Anticipation Notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. The improvement hereby authorized and the purpose for which the Bonds are to be issued, the estimated cost for each improvement and the appropriation therefore, the estimated maximum amount of Bonds or Notes to be issued for each improvement and the period of usefulness for each improvement are respectively as follows:

PURPOSE	APPROPRIATION & ESTIMATED COST	ESTIMATED MAXIMUM AMOUNT OF BONDS OR NOTES	PERIOD OF AVERAGE USEFULNESS
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SEE SCHEDULE "A" ATTACHED

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of Bonds or Notes to be issued therefore, as above stated, it is amount of the down payment for each purpose.

SECTION 4. All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer; provided that no Note shall mature alter than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as many be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with notes issued pursuant to this Ordinance, and the Chief Financial Officer's signature upon the Notes shall be conclusive evidence as to all such determinations. All Notes issued hereunder may be renewed from time to time subject the provisions of N.J.S.A. 40A:2-8 (a). The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5. The following additional matters are hereby determined, declared, recited and state:

- (a) The purposes described in Section 3 of this Bond Ordinance are not current expenses. They are improvements, and no part of the costs thereof have been or shall be specifically assessed on property specially benefited thereby.
- (b) The average period of usefulness, computed on the basis of the respective amounts of Obligations authorized for each purpose and the reasonable lives thereof within the limitations of the Local Bond Law, is five (5) years or more.
- (c) The Supplemental Debt Statement required by the Local Bond Law has been duly

Prepared and filed in the office of the Clerk, and a complete executed duplicate thereof as been filed in the office of the Director of the Division of the Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the Gross debt of the Borough as defined by the Local Bond Law is increased by the authorization of the Bonds and Notes provided in this Bond Ordinance by \$403,431.75 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

- (d) \$75,000.00 of expenses listed in and permitted under N.J.S.A. 40A:2-20 are included in the estimated cost herein for the purposes of improvements.

SECTION 6. Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the costs of the improvements or to payment of the obligations issued pursuant to this Ordinance. The amount of obligations authorized by not issued hereunder shall be reduced to the extent that such that such funds are so used.

SECTION 7. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this Bond Ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough is obligated to levy ad valorem taxes upon all the taxable real property within the Borough for the payment of obligations and the interest thereon without limitation of rate or amount.

SECTION 8. This Bond Ordinance shall take effect 20 days after the first publication thereof after final adoption as provided by the Local Bond Law.

Mayor Josh Keenan

ATTEST:

Michaela Bosler, Acting Borough Clerk

Adopted:

NOTICE OF PENDING ORDINANCE

The ordinance published herewith was introduced and passed upon first reading at the Regular Meeting of the Governing Body of the Borough of Stratford, in the County of Camden, State of New Jersey, held on the 9th day of June, 2020. It will be further considered for final passage after public hearing thereon, at the meeting of the Governing Body to be held in the Borough Hall, in the Borough of Stratford on the 14th day of July, 2020 at 7:00 PM. Copies of the ordinance will be made available during the week prior to and up to and including the date of such meeting at the Clerk's Office in the Borough Hall to the members of the general public who shall request the same.

Michaela Bosler, Acting Borough Clerk

Notice is hereby given that a public hearing was held for the foregoing ordinance on July 14, 2020.

I certify that the foregoing Ordinance 2020:05 was approved for final adoption by the Governing Body of the Borough of Stratford, County of Camden, State of New Jersey at a meeting held on the 14th day of July, 2020.

	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT	RECUSE
HALL							
GANDY							
GILLIGAN							
GREEN							
LOMANNO							
TOLOMEO							

Michaela Bosler, Acting Borough Clerk

Josh Keenan, Mayor

ORDINANCE 2020:06

AN ORDINANCE AMENDING CHAPTER 1.12, ENTITLED "FEES," OF THE CODE OF THE BOROUGH OF STRATFORD WITH RESPECT TO THE PROVISION OF PUBLIC SANITARY SEWER SERVICE

WHEREAS, the Borough of Stratford is a municipal corporation organized and operating under the laws of the State of New Jersey; and

WHEREAS, the recommendation has been made to the Governing Body to establish consumer units for various uses of properties for the purpose of billing the annual municipal sewer bills; and

WHEREAS, pursuant to N.J.S.A. 40:48-2 the Mayor and Borough Council may make, amend, repeal and enforce such other ordinances, regulations, rules and by-laws not contrary to the laws of this state or of the United States, as it may deem necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health, safety and welfare of the Borough and its inhabitants; and

WHEREAS, the Mayor and Borough Council deem it in the best interest of the Borough to amend Chapter 1.12, entitled "Fees".

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Stratford that the Code of the Borough of Stratford is hereby amended, revised and/or supplemented as follows:

SECTION 1. Chapter 1.12 of the Code of the Borough of Stratford, entitled "Fees," is hereby amended and supplemented as follows:

1.12.040 Annual Sewer Rate Fees

- A. The unit rate effective April 1, 2016 will be set at \$100 per residential unit, and \$147 per non-residential unit, based on the consumer units set forth in Subsection E below.
- B. [No change].
- C. [No change].
- D. For any new multi-family residential development, the following fees shall be imposed for each

residential unit connecting to the Borough sewer system:

Connection Fee: \$600.00
Application Fee: \$10.00
Inspection Fee: \$20.00

In addition, the following deposit fees shall be required: \$1,000 per residential unit to be held for payment of repairs for any damage to sewer mains and 125% of the Borough Engineer's estimate of fees to

review plans for the sewer system connection and to evaluate capacity and potential necessary upgrades to the relevant area pump station.

Further, as a matter of policy, the expense of any potential upgrade to a pump station necessitated for development or redevelopment of any area of Stratford Borough shall be responsibility of the developer and that the Borough's agreements with developers incorporate such provisions through implementation of sewer recapture fees.

E. The following Consumer Units shall apply in assessing annual sewer fees:

<u>Type of Property (Residential)</u>	<u>Consumer Units</u>
Single family dwelling	1.0
Apartments:	
Per living unit	1.0
 <u>Type of Property (Non-residential)</u>	
<u>Consumer Units</u>	
Non-specified retail or commercial establishment:	
0-3 employees	0.7
Each additional employee	0.2
Professional office building:	
Per professional office building, including one professional	0.7
Each additional professional using an office	0.5
Professional office in home:	
In addition to the residence charge, per professional using office	0.5
Schools, preschools, elementary, secondary, post-secondary, daycare:	
Non-boarding, per 28 students and faculty or part thereof	0.7
Boarding, per 8 students and faculty or part thereof	0.7
Cafeteria without on-site food preparation	0.5
Cafeteria with on-site food preparation	See restaurant

Non-municipal government office not used for medical or educational purposes:

0-3 employees	0.7
Each additional employee	0.2
Libraries	0.7
Industrial Plant, excluding industrial waste:	
0-5 employees	3.0
Each additional 4 employees or part thereof	1.0
Restaurants:	
Seating capacity 1-30	3.0
Seating capacity 31-60	4.5
Seating capacity 61-75	5.0
Seating capacity 76-90	6.0
Seating capacity 91-100	7.0
Each additional 10 seats or part thereof	1.0
Bar	5.0
Drive-in, fast food without seating	
0-5 employees	3.0
Each additional employee	0.2
Drive-in, fast food with seating	
0-5 employees	1.5
Each additional employee	0.2
Medical or dental office:	
Each doctor using office	1.0
Pharmacy:	
With 1 pharmacist	0.7
Each additional pharmacist	0.5
0-3 employees	0.7
Each additional employee	0.2
Churches and non-profit clubs	0.7
Service or gas station	1.5
Each additional washing facility, per bay	0.7
Each additional retail store	0.7
Each additional servicing bay	0.4

Retail establishment with auto servicing bays in addition to retail charges:

Each servicing bay	0.4
Each washing bay	0.7
Car wash	11.0
Barber or beauty shop:	
0-4 employees	1.5
Each additional employee	0.2
Swimming pool club	3.0
Theater	
Per 100 seats or part thereof	1.0
Laundromat:	
Each normal capacity machine	0.5
Each double capacity machine	0.7
Each self-servicing dry cleaning machine	0.2
Dry cleaner:	
Without plant on premises	0.7
With plant on premises:	
0-5 employees	3.0
Each additional employee	0.2
Post office:	
0-3 employees, including mail carriers	0.7
Each additional employee	0.2
Food store:	
0-10 employees	2.0
Each additional employee	0.2
Baking or food preparation on premises	0.8
Deli area	0.8
Bakery:	
Without baking on premises:	
0-3 employees	0.7

Each additional employee	0.2
With baking on premises:	
0-3 employees	1.5
Each additional employee	0.2
Pet shop or animal grooming, separate or as a concession within another establishment:	
0-3 employees	1.5
Each additional employee	0.2
Bowling alley:	
1-25 lanes	3.0
26-50 lanes	4.5
51-75 lanes	6.0
76-100 lanes	7.0
Utility company garage	3.0
Public fitness center or gymnasium:	
0-3 employees	1.0
Each additional employee	0.2
Each locker room shower head	1.0
Laboratory, research, scanning, or testing, separate or as part of another establishment, excluding hazardous waste:	
0-5 employees	3.0
Each additional 4 employees or part thereof	1.0
Each additional live animal facility	1.0
Each locker room shower head	1.0
Billiard parlor or pool hall, separate or as a concession within another business establishment:	
1-10 tables	1.0
11-20 tables	1.5
21-30 tables	2.0
Funeral parlor:	
0-2 employees	1.5
Each additional employee	0.2

Dance hall	4.0
Veterinarian office:	
Each doctor using office	1.0
With kenneling facility	1.0
Conference center:	
Per 50-person capacity or part thereof	1.0
Hospital, excluding hazardous waste:	
Each 28 employees or part thereof	1.0
Each inpatient bed	1.0
Each outpatient surgery recovery room	1.0
Each locker room shower head	1.0
Each laundry facility machine	0.7
Outpatient/inpatient laboratory facility	See laboratory
Cafeteria	See restaurant
Nursing home	
Per bed	0.35

- F. Annual service charges for the discharge of industrial waste or wastes other than sanitary sewage into the sewerage system, and annual service charge with respect to types of property not included in the above schedule may be established by contract between the Borough and the owner of such property on the basis of the quantity of such discharge or use of the sewerage system and the character of such sewage and the cost of treatment and disposal thereof, or may be established by amendment of the above schedule
- G. All charges in addition to resident unit charge if the establishment is part of the residence.
- H. All persons employed full or part time are considered and counted as an employee.
- I. “Professional” refers to persons licensed, chartered, or certified to practice in a given profession.

SECTION 2. Chapter 2.36, entitled “Municipal Sewer Utility Department”, Section 2.36.020 entitled “Fees and charges.” is hereby repealed and replaced by the following:

2.36.020 – Fees and Charges.

Fees and charges for the provision of public sanitary sewer service shall be as set forth Chapter 1.02,

entitled "Fees", Section 1.12.040 "Annual Sewer Rate Fees".

SECTION 3. All Ordinances contrary to the provisions of this Ordinance are hereby repealed to the extent that they are inconsistent herewith.

SECTION 4. If the provisions of any section, subsection, paragraph, subdivision, or clause of this Ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this Ordinance.

SECTION 5. This Ordinance shall take effect immediately upon posting, publication, final passage in the manner prescribed by law.

Mayor Josh Keenan

Adopted:

ATTEST:

Michaela Bosler, Acting Borough Clerk

PUBLIC NOTICE

Notice is hereby given that the foregoing ordinance was introduced and passed on the first reading at a meeting of the Governing Body held on the 9th day of June, 2020 and will be considered for final passage on the 14th day of July, 2020 at a meeting to be held at the Stratford Justice Facility, 315 Union Avenue, Stratford, NJ.

Michaela Bosler, Acting Borough Clerk

ORDINANCE 2020:07

BOND ORDINANCE PROVIDING FOR SEWER UTILITY EMERGENCY REPAIRS OF THE BOROUGH OF STRATFORD, IN THE COUNTY OF CAMDEN, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$170,000.00 THEREFORE AND AUTHORIZING THE ISSUANCE OF \$170,000.00 BONDS OR NOTES OF THE BOROUGH TO FINANCE THE COST THERE OF

BE IT ORDAINED by the Borough Council of the Borough of Stratford, County of Camden, State of New Jersey (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The several improvements described in Section 3 of this Bond Ordinance are hereby respectively authorized to be undertaken by the Borough of Stratford, New Jersey as general improvements. For several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriations made for the improvements or purposes, such sums amounting in the aggregate to \$170,000.00 including the aggregate sum of \$0.00 as the down payment for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provisions for down payment or for capital improvement purposes in one or more previously adopted budgets.

SECTION 2. In order to finance the cost of several improvements or purposes not covered by application of the several down payments, negotiable Bonds are hereby authorized to be issued in the principal amount of \$0.00 to the Local Bond Law. In anticipation of the issuance of the Bonds, negotiable Bond Anticipation Notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. The several improvements hereby authorized and the several purposes for which the Bonds are to be issued, the estimated cost for each improvement and the appropriation therefore, the estimated maximum amount of Bonds or Notes to be issued for each improvement and the period of usefulness for each improvement are respectively as follows:

PURPOSE	APPROPRIATION & ESTIMATED COST	ESTIMATED MAXIMUM AMOUNT OF BONDS OR NOTES	PERIOD OF AVERAGE PERIOD OF USEFULNESS
---------	--------------------------------	--	--

SEE SCHEDULE "A" ATTACHED

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of Bonds or Notes to be issued therefore, as above stated, it is amount of the down payment for each purpose.

SECTION 4. All Bond Anticipation Notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer; provided that no Note shall mature alter than one year from its date. The Notes shall bear interest at such rate or rates and be in such form as many be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with notes issued pursuant to this Ordinance, and the Chief Financial Officer's signature upon the Notes shall be conclusive evidence as to all such determinations. All Notes issued hereunder may be renewed from time to time subject

the provisions of N.J.S.A. 40A:2-8 (a). The Chief Financial Officer is hereby authorized to sell part or all of the Notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the Notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the Notes sold, the price obtained and the name of the purchaser.

SECTION 5. The following additional matters are hereby determined, declared, recited and state:

- (a) The purposes described in Section 3 of this Bond Ordinance are not current expenses. They are improvements, and no part of the costs thereof have been or shall be specifically assessed on property specially benefited thereby.
- (b) The average period of usefulness, computed on the basis of the respective amounts of Obligations authorized for each purpose and the reasonable lives thereof within the limitations of the Local Bond Law, is five (5) years or more.
- (c) The Supplemental Debate Statement require by the Local Bond Law has been duly Prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of the Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the Gross debt of the Borough as defined by the Local Bond Law is increased by the authorization of the Bonds and Notes provided in this Bond Ordinance by \$170,000.00 and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.
- (d) \$34,000.00 of expenses listed in and permitted under N.J.S.A. 40A:2-20 are included in the estimated cost herein for the purposes of improvements.

SECTION 6. Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the costs of the improvements or to payment of the obligations issued pursuant to this Ordinance. The amount of obligations authorized by not issued hereunder shall be reduced to the extent that such that such funds are so used.

SECTION 7. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this Bond Ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough is obligated to levy ad valorem taxes upon all the taxable real property within the Borough for the payment of obligations and the interest thereon without limitation of rate or amount.

SECTION 8. This Bond Ordinance shall take effect 20 days after the first publication thereof after final adoption as provided by the Local Bond Law.

Mayor Josh Keenan

ATTEST:

Michaela Bosler, Acting Borough Clerk

Adopted:

NOTICE OF PENDING ORDINANCE

The ordinance published herewith was introduced and passed upon first reading at the Regular Meeting of the Governing Body of the Borough of Stratford, in the County of Camden, State of New Jersey, held on the 9th day of June, 2020. It will be further considered for final passage after public hearing thereon, at the meeting of the Governing Body to be held in the Borough Hall, in the Borough of Stratford on the 14th day of July, 2020 at 7:00 PM. Copies of the ordinance will be made available during the week prior to and up to and including the date of such meeting at the Clerk's Office in the Borough Hall to the members of the general public who shall request the same.

Michaela Bosler, Acting Borough Clerk

Notice is hereby given that a public hearing was held for the foregoing ordinance on July 14, 2020.

I certify that the foregoing Ordinance 2020:05 was approved for final adoption by the Governing Body of the Borough of Stratford, County of Camden, State of New Jersey at a meeting held on the 14th day of July, 2020.

	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT	RECUSE
HALL							
GANDY							
GILLIGAN							
GREEN							
LOMANNO							
TOLOMEO							

Michaela Bosler, Acting Borough Clerk

Josh Keenan, Mayor

ORDINANCE 2020:08

**AN ORDINANCE ESTABLISHING SALARIES AND SALARY RANGES FOR OFFICERS AND EMPLOYEES OF THE
BOROUGH OF STRATFORD, CAMDEN COUNTY, STATE OF NEW JERSEY**

BE IT ORDAINED by the Mayor and Council of the Borough of Stratford:

SECTION 1:
and salary ranges of the officers and employees commencing as of January 01, 2020 are
follows:

The salaries
established as

Borough Administration

TITLE	ANNUAL COMPENSATION	
Mayor	\$5,253.15	P/T
Mayor performs marriage or civil union ceremony	100.00 per ceremony	P/T
Council Members (each)	4,253.91	P/T
Borough Clerk	70,000.00 – 90,000.00	
Borough Administrator	70,000.00 – 90,000.00	
Deputy Borough Clerk	30,000.00 – 60,000.00	
Tax Collector	70,122.89 – 80,000.00	
Certified Municipal Finance Officer	47,745.84 – 55,000.00	
Tax Assessor	10,000.00 – 13,000.00	P/T
Deputy Tax Assessor	10,000.00 – 13,000.00	P/T
Tax Searcher	663.87 – 800.00	P/T
Registrar	5,000 stipend	
Deputy Registrar of Vital Statistics	4,000 stipend	
Clerk Typist/Construction Clerk	21,000.00 – 40,000.00	
Clerk 1	30,000.00 – 45,000.00	
Emergency Program Manager	2,500.00	P/T
Secretary to Joint Land Use Board	1650.04 – 3,000.00	P/T
Secretary/Administrator to Park Commission	1,200.00 – 1,500.00	P/T
Zoning Administrative Officer	1,266.06 – 3,000.00	P/T
Zoning Officer	2,600.00 – 4,500.00	P/T
Construction Clerk	State minimum wage – 16.00 per hour	P/T
Site Plan Inspector	12.00 – 15.00 per hour	P/T
Construction Code Official	4,500.00 – 20,000.00	P/T
Housing Inspector	12.00 – 15.00 per hour	P/T
Plumbing Inspector	8,000.00 – 10,000.00	P/T
Electrical Inspector	10,000.00 – 37,000.00	P/T
Accounting Clerk	30,000.00 – 50,000.00	P/T
Account Clerk	15.00 – 25.00 per hour	P/T
Code Enforcement Official	12.00 - 15.00 per hour	P/T

Site Plan Inspector	12.00 - 15.00 per hour	P/T
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Public Works/Sewer Department

Public Works Supervisor	55,000.00 – 75,000.00	
Public Works Assistant Supervisor	45,000.00 – 55,000.00	
Public Works Laborer 1	30,000.00 – 34,500.00	
Public Works Laborer 2	34,500.00 – 39,500.00	
Public Works Laborer 3	39,500.00 – 50,000.00	
Public Works Temporary	State minimum wage – 18.00 per hour	P/T
Commercial Driver's License Compensation	1,500 stipend	
Licensed Operator	50,000.00 – 75,000.00	
License Compensation	6,500.00 stipend	P/T

Municipal Court

Municipal Magistrate	517.05 per session	P/T
Court Administrator	59,160.00 – 75,000.00	
Municipal Prosecutor	408.00 per session	P/T
Municipal Public Defender	227.49 per session	P/T
Court Sound Recorder Operator	51.765 per session	P/T
Deputy Court Administrator	30,000.00 – 45,000.00	
Court Clerk	30,000.00 – 45,000.00	
Court Temporary	State minimum wage – 18.00 per hour	P/T
Certified Court Temporary	75.00 per session	P/T
Transcript Service	.15 per line	P/T
Special DWI Court Rates		
Judge	517.05 per session	P/T
Prosecutor	408.00 per session	P/T
Public Defender	227.49 per session	P/T
Court Administrator	100.00 per session	P/T
Court Secretary	65.00 – 75.00 per session	P/T
Sound Recorder	51.765 per session	P/T

Police Department

Police Chief	112,001.00 – 155,000.00	
Police Captain	99,000.00 – 112,000.00	
Police Lieutenant	98,000.00 – 111,000.00	
Police Sergeant	95,000.00 – 107,000.00	

Police Patrolman	49,000.00 – 103,000.00	
Police Director	35.00 – 55.00 per hour	P/T
School Traffic Guards	16.50 – 17.50 per shift	P/T
Special Class II Police Officers	State minimum wage – 35.00 per hour	P/T
Special Class I Police Officer	State minimum wage – 18.00 per hour	P/T
Part time Police Officer/Bailiff/Security	State minimum wage – 18.00 per hour	P/T
Police Officer Seat Belt	55.00 per hour	P/T
Police Officer DWI	75.00 per hour	P/T
Confidential Assistant	30,000.00 – 55,000.00	
Police P/T Secretary	State minimum wage – 18.00 per hour	P/T

SECTION 2: This ordinance shall take effect immediately upon passage and publication according to law.

 Michaela Bosler, Acting Borough Clerk

 Mayor Josh Keenan

PUBLIC NOTICE

Notice is hereby given that the foregoing ordinance was introduced and passed on the first reading at the meeting of the governing body held on July 14, 2020 and will be considered for final passage on August 11, 2020 at a meeting to be held at the Stratford Justice Facility, 315 Union Avenue, Stratford, NJ or through electronic teleconference.

Notice is hereby given that a public hearing was held for the foregoing ordinance on August 11, 2020.

I certify that the foregoing Ordinance 2020:08 was approved for final adoption by the Governing Body of the Borough of Stratford, County of Camden, State of New Jersey at a meeting held on the 11th day of August, 2020.

	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT	RECUSE
COLLINS							
GILLIGAN							
GREEN							
HARTMAN							
HALL							
LOMANNO							

 Michaela Bosler, Acting Borough Clerk

 Josh Keenan, Mayor

RESOLUTION 2020:150

AUTHORIZING AND APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE BOROUGH OF STRATFORD AND THE BOROUGH OF STRATFORD COUNCIL (“BOROUGH”) AND STRATWIN, LLC AND APPOINTING STRATWIN, LLC AS REDEVELOPER FOR THE BERLIN ROAD REDEVELOPMENT PROJECT (“REDEVELOPER”)

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. as amended and supplemented, (the “Act”) the Borough has undertaken a program for the redevelopment of certain property identified as Block 53, Lots 2, 3 and 6 located along Berlin Road in Stratford Borough (the “Project Site” or “Property”). The Project Site is currently owned by the Redeveloper. The Redeveloper intends to construct 49 single-family residential dwellings consisting of 41 market rate units and 8 family affordable units on approximately 4.14 acres at the Project Site in a time frame that is practicable and commercially reasonable; and

WHEREAS, the Governing Body of the Borough has determined that the redevelopment of the Project Site will promote job creation and economic redevelopment within the municipality and the County of Camden, as well as an attractive project. The Borough duly adopted Resolution 2018-174 on September 11, 2018, which designated the Project Site as an area in need of Non-Condemnation redevelopment in accordance with the Act. The Borough further duly adopted Ordinance 2019:20 on December 17, 2019, adopting the Redevelopment Plan in accordance with the Act; and

WHEREAS, the Borough Council has been authorized to act as a Redevelopment Entity to oversee the implementation of such Redevelopment Plan; and

WHEREAS, Stratwin, LLC, a New Jersey limited liability company has applied to the Mayor and Borough Council to be appointed as the Redeveloper for the Subject Property; and

WHEREAS, Stratwin, LLC has an ownership and/or other beneficial interest in the Subject Property; and

WHEREAS, Redeveloper maintains that it is in the business of owning, maintaining, and enhancing real property for commercial and other purposes and that it has the financial ability, experience and expertise to redevelop the Property within a reasonable time through its team, in accordance with the provisions of this

Agreement. The Borough and Redeveloper both desire and anticipate that the Project will consist of the renovation of the existing warehouse located thereon and modernize it with a high quality, cost-efficient warehouse distribution facility; and

WHEREAS, as a material inducement to the Borough, the Redeveloper has agreed, among other things, to: (i) create a project at the Property that is both aesthetically pleasing and will spark revitalization and substantial investment in this area of the Borough; (ii) redevelop the Property in accordance with the Concept Plan attached to the Redevelopment Agreement (as may be modified by the Parties, in writing, from time to time, pursuant to the Project Milestones/Timeline set forth herein); (iii) reimburse the Borough for costs and fees incurred as set forth in the Redevelopment Agreement; (iv) make certain representations and warranties as set forth therein; and (v) tender payment of such escrow, deposits and payments as set forth therein; and

WHEREAS, to effectuate the purposes of the Act, the Borough and Redeveloper agree to enter into a Redevelopment Agreement attached hereto as Exhibit "A" in order to further the Project; and

WHEREAS, the Borough Council finds it beneficial and in the best interest of the Borough and its residents to appoint Stratwin, LLC as Redeveloper for the Subject Property, subject to a Redevelopment Agreement between the parties.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stratford that it hereby authorizes and approves the Redevelopment Agreement between Stratwin, LLC, the Redeveloper and the Borough, attached hereto as Exhibit "A"; and

BE IT FURTHER RESOLVED by the Mayor and Council of the Borough of Stratford that Stratwin, LLC is hereby appointed Redeveloper for the Subject Property, subject to the parties entering into a Redevelopment Agreement; and

BE IT FURTHER RESOLVED that the Mayor of the Borough is authorized to execute the Redevelopment Agreement on behalf of the Borough and the appropriate Borough officials are hereby authorized to take the

necessary action in furtherance of the Redevelopment Agreement.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on July 14, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

DRAFT

EXHIBIT 'A'
REDEVELOPMENT AGREEMENT

DRAFT

REDEVELOPMENT AGREEMENT

By and Between

THE BOROUGH OF STRATFORD

and

THE COUNCIL OF THE BOROUGH OF STRATFORD
Redevelopment Entity

and

STRATWIN, LLC
Redeveloper

(Block 53, Lots 2, 3, and 6)

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EXHIBITS

1. Property Legal Description	Exhibit A
2. Redevelopment Plan	Exhibit B
3. Concept Plan	Exhibit C
4. Certificate of Ownership	Exhibit D
5. Project Timeline/Construction Schedule	Exhibit E
6. Project Costs	Exhibit F
7. Memorandum of Reasonable Composition	Exhibit G

This **REDEVELOPMENT AGREEMENT** (“Redevelopment Agreement”), dated this _____ day of _____, 20____, is hereby entered into, by and between the **BOROUGH OF STRATFORD** and the **COUNCIL OF THE BOROUGH OF STRATFORD** (“Borough” or “Redevelopment Entity”), a municipal corporation of the State of New Jersey, with offices at 307 Union Avenue, Stratford, New Jersey 08084, acting in the capacity of Redevelopment Entity pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. and **STRATWIN, LLC**, or their assigns or successors, (“Redeveloper”) a limited liability company of the State of New Jersey, with offices at 21 Route 31 North, #B5B, Pennington, New Jersey 08534. Together, the Borough and the Redeveloper are, collectively, the “Parties” or, individually, a “Party.”

PRELIMINARY STATEMENT

Pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. as amended and supplemented, (the “Act”) the Borough has undertaken a program for the redevelopment of certain property identified on “Exhibit A” attached hereto (the “Project Site” or “Property”). The Project Site is currently owned by the Redeveloper. The Redeveloper intends to construct a high quality, cost-efficient redevelopment project at the Project Site in a time frame that is practicable and commercially reasonable.

The Borough Council of the Borough has determined that the redevelopment of the Project Site will promote job creation and economic redevelopment within the municipality and the County of Camden, as well as an attractive project. The Borough further duly adopted Ordinance 2019:20 on December 17, 2019, adopting the Berlin Road Redevelopment Plan (“Redevelopment Plan”) in accordance with the Act. The Borough Council has been authorized to act as a Redevelopment Entity to oversee the implementation of such Redevelopment Plan, which is attached hereto as “Exhibit B” and made a part hereof. Attached hereto as “Exhibit C” is the Redeveloper’s proposed Concept Plan for redeveloping the Project Site.

Redeveloper maintains that it is in the business of owning, maintaining, and enhancing real property for commercial and other purposes and that it has the financial ability, experience and expertise to redevelop the Property within a reasonable time through its team, in accordance with the provisions of this Agreement. The Borough and Redeveloper both desire and anticipate that the Project will consist of the construction of 49 single-family residential dwellings consisting of 41 market rate units and 8 family affordable units on approximately 4.14 acres of real property located along Berlin Road (County Route #702) also known as Block 53, Lots 2, 3, and 6 on the Borough of Stratford Tax Map as depicted on Exhibit C.

As a material inducement to the Borough, the Redeveloper has agreed, among other things, to: (i) create a project at the Property that is both aesthetically pleasing and will spark revitalization and substantial investment in this area of the Borough; (ii) redevelop the Property in accordance with the Concept Plan attached as Exhibit C (as may be modified by the Parties, in writing, from time to time, pursuant to the Redevelopment Plan and pursuant to the Project Milestones/Timeline set forth herein); (iii) reimburse the Borough for costs and fees incurred as set forth in this Agreement; (iv) make certain representations and warranties as set forth herein; and (v) tender payment of such escrow, deposits and Project Payments as set forth herein.

The Borough has agreed, among other things, to: (1) not amend, rescind or repeal the zoning for the site, as set forth in the Redevelopment Plan, except as may be required to conform to the Act and the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.; and (2) recommend that the Borough Planning Board review Redeveloper's land use application(s) in a timely fashion on an accelerated basis.

To effectuate the purposes of the Act, and for and in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Borough and Redeveloper hereby agree to comply with this Redevelopment Agreement.

WITNESSETH:

WHEREAS, the 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 Borough of Stratford, the Borough has formally designated the Project Site as an "area in need of redevelopment" in accordance with the Act; and

WHEREAS, the Borough believes, according to Redeveloper's proposal and representations, that Redeveloper is able and willing to implement a Project that will positively affect the surrounding community and further the best interests of the Borough and its citizens, and the Borough desires to designate Redeveloper as its Redeveloper; and

WHEREAS, by virtue of Resolution No. 2019:71, the Borough designated Stratwin, LLC as Conditional Redeveloper for the Project, and authorized the Parties to execute a Redevelopment Agreement which would allow Stratwin, LLC to be Redeveloper for the Property; and

WHEREAS, this Redevelopment Agreement supersedes the Memorandum of Understanding, dated March 7, 2019 between the parties in its entirety and as a result hereof terminates said Memorandum of Understanding; and

WHEREAS, the Borough desires, in accordance with the Borough's Redevelopment Plan, as may be amended from time to time in consultation with Redeveloper, and, in accordance with zoning set forth in said Plan and pursuant to law, that Redeveloper implement redevelopment of the Property, which Redeveloper currently owns and/or shall acquire upon the terms set forth herein; and

WHEREAS, Redeveloper has demonstrated to the Borough an ability to generally implement the type of redevelopment that the Borough desires; and

WHEREAS, the Parties desire and mutually agree to enter and execute this Redevelopment Agreement, in order to more fully set forth the terms and conditions pursuant to

which the Property shall be acquired and redeveloped, in accordance with redevelopment laws; and

WHEREAS, the Parties are authorized to enter into this Redevelopment Agreement.

NOW, THEREFORE, in consideration of the promises and mutual representations, covenants and agreements herein set forth, the Parties hereto, binding themselves, as well as their successors and assigns, do hereby mutually promise, covenant and agree to effectuate the transfer and redevelopment of the Property, as set forth below, pursuant to all laws and approvals.

DEFINITIONS AND INTERPRETATION:

Except as expressly provided herein to the contrary, all capitalized terms used in this Redevelopment Agreement and its Exhibits shall have the following meanings.

“Abandon” or “Abandonment” shall mean the failure of the Redeveloper to process Redevelopment Approval applications, including submission of information required to satisfy any conditions of development approvals, or to proceed with Construction for a period of ninety (90) consecutive days after all Redevelopment approvals for any applicable phase are no longer capable of being appealed and have not been appealed.

“Applicable Laws” mean all Federal, State and Local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to the Redevelopment Law, the MLUL, the New Jersey Administrative Code, relevant construction codes, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder, including all applicable Environmental Laws and Federal and State labor standards.

“Designated Residential Builder” shall mean the individual or entity which shall construct the Project or phase thereof, replacing the Redeveloper as permitted herein and consenting to stand in the shoes of the Redeveloper, as if so named, thereafter under the terms of this Agreement.

“Certificate of No Default” is as defined in Paragraph 7f hereof.

“Certificate of Completion” means a certificate or certificates in recordable form, issued by and executed on behalf of the Borough, certifying that the Redeveloper has performed its duties and obligations under this Redevelopment Agreement with respect to the Project.

“Certificate of Occupancy” means a permanent “Certificate of Occupancy”, as the term is used within the New Jersey Administrative Code, N.J.A.C. 5:23-1.4 and N.J.A.C. 5:23-2 et seq., issued with respect to all or a portion of the Project, upon completion of all or a portion of the Project in compliance with all applicable requirements for issuance of such certificate.

“Commence Construction,” “Commencement of Construction,” or “Construction” means the undertaking by Redeveloper of any actual physical construction or Project, site preparation, environmental remediation, demolition as directed by the Borough, construction of new structures, and installation or improvement of infrastructure.

“Effective Date of this Redevelopment Agreement” or “Effective Date” means the last date on which the Parties execute this Redevelopment Agreement.

“Environmental Laws” are any and all Federal, State, Regional, and Local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial and administrative orders, decrees, directives and judgments relating to contamination, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act as amended by Superfund Amendments and Reauthorization Act (“CERCLA”) (42 U.S.C. § 9601 et seq.); the Resource Conservation and Recovery Act of 1976 (“RCRA”) (42 U.S.C. § 6901 et seq.); the Clean Water Act (33 U.S.C. § 1251 et seq.); the Toxic Substances Control Act (15 U.S.C. §2601, et seq.); the Federal Pollution Control Act (33 U.S.C. §1251 et seq.); the New Jersey Spill Compensation and Control Act (the “Spill Act”) (N.J.S.A. 58:10-23.11 et seq.); the Industrial Site Recovery Act, as amended (“ISRA”) (N.J.S.A. 13:1K-6 et seq.); the New Jersey Underground Storage of Hazardous Substance Act (N.J.S.A. 58:10A-21 et seq.); the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.); the New Jersey Brownfield and Contaminated Site Remediation Act N.J.S.A. 58:10B-1 et seq.); the New Jersey Site Remediation Reform Act (N.J.S.A. 58:10C-1 et seq.); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1 et seq.); and the rules, regulations and guidance promulgated thereunder.

“Event of Default” is as defined in Paragraph 10 hereof.

“Escrow,” “Redevelopment Agreement Escrow” or “Total Escrow” means the sum of money which has been deposited by Redeveloper to reimburse the Borough for the professional costs and fees incurred by the Borough for preparation of this Redevelopment Agreement and for the oversight and implementation of the Redevelopment Agreement and Redevelopment Plan going forward, and any additional deposits required to replenish said escrow. This escrow is separate and apart from the escrow fees to be paid by the Redeveloper as part of the land use application process under the MLUL. Any posted escrow is not a cap or a ceiling. The specifics of this escrow are governed by a separate Redeveloper’s Escrow Agreement previously executed by the parties.

“Force Majeure Event” means an Act of God, hurricane, severe flooding, adverse weather conditions, fire, explosion, or other casualty, war (declared or undeclared), terrorism, strike, riot or civil disturbance, or a change in laws or regulations that impact the Project, as well as any delay caused by governmental action, or lack thereof, the inability to procure or a general shortage of labor, equipment or facilities, energy, utilities, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, court orders, laws, rules, regulations or orders of governmental or public agencies, bodies and authorities, delay caused by or arising out of legal action or lawsuits filed in challenge of the issuance, grant or denial of any Governmental Approval; any natural disaster, e.g., hurricane or illness (virus/pandemic) the basis of an Executive Order or otherwise.

“Governmental Approvals” means all necessary reviews, consents, permits or other approvals of any kind legally required by any Governmental Body in order to implement the Project including, but not limited to the Redevelopment Approvals as that term is defined in this Redevelopment Agreement.

“Governmental Body” means any Federal State, County or Local Borough, department, commission, authority, court, or tribunal, and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, the Borough of Stratford, the County of Camden, the State of New Jersey, and the United States Federal Government.

“Hazardous Substance” or “Hazardous Materials” means any hazardous wastes or hazardous substances defined in any Environmental Laws, including, without limitation any asbestos, PCB, noxious or radioactive substance, methane, volatile hydrocarbons, industrial solvents or any other material or substance which would cause or constitute a health, safety or other environmental hazard to any person or property.

“Legal Requirements” means all laws, statutes, codes, ordinances, resolutions, binding conditions, orders, regulations and requirements, as amended from time to time, including all Environmental Laws and regulations of federal, state, county and municipal governments.

“MLUL” means the State statute codified at N.J.S.A. 40:55D-1 et seq.

“NJDEP” means the New Jersey Department of Environmental Protection and any successors in interest.

“NJDOT” means the New Jersey Department of Transportation and any successors in interest.

“Paragraph” means the numbered paragraphs in this Agreement and all subparagraphs thereof identified by lower case letters, numbers within parentheses, and lower-case letters within parentheses.

“Parties” means the Borough of Stratford/Stratford Borough Council, as Redevelopment Entity, and Stratwin, LLC, as Redeveloper, pursuant to this Redevelopment Agreement, collectively.

“Party” means the Borough of Stratford/Stratford Borough Council, as Redevelopment Entity, or Stratwin, LLC, as Redeveloper, pursuant to this Redevelopment Agreement, individually.

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

“Phasing”. The Project may be constructed in two phases: Phase 1, infrastructure, and Phase 2, the units and final top coat.

“Planning Board” means a Planning Board which exercises all of the powers of a Planning Board pursuant to the MLUL.

“Project” includes the construction of the Project identified in the Concept Plan (Exhibit “C”, known as K-1 Concept Plan), as may be amended from time to time, fully funded by Redeveloper, including any subdivision and redevelopment of the Property in accordance with a Borough-approved site plan and adopted Redevelopment Plan, as amended from time to time, the posting of all required performance bonds, providing all required guarantees and insurance coverage, diligently seeking all permits and approvals, and construction of the Project pursuant to all laws, along with site preparation, and satisfaction of all financial obligations due and owing the Borough hereunder, including but not limited to timely payment of all Deposits, Escrow and Project Payments.

“Project Site or Property” means that certain site comprising the parcel(s) located within the Borough of Stratford described in Exhibit A attached hereto.

“Redeveloper” means Stratwin, LLC and its permitted successors and assigns.

“Redeveloper Covenants” are those defined at Paragraph 5 hereof.

“Redevelopment Agreement” or “Agreement” means this Redevelopment Agreement by and between the Borough and Redeveloper, all Exhibits to such Agreement, and any written Amendments executed by the Parties.

“Redevelopment Approvals” means: (i) any preliminary and final major subdivision approval subdividing any portion of the Property into Lots required to implement the Project under the Borough’s Redevelopment Plan, as amended from time to time by the Borough, based reasonably upon Redeveloper’s proposed Concept Plan or agreed amended Concept Plan, and in accordance with approvals by all appropriate Governmental Bodies; (ii) preliminary and final major site plan approval for the Project issued by the Borough’s Planning Board; (iii) Camden County Planning Board approval of the Project components where required; (iv) written agreements with the governmental Borough or utility company providing water service in Borough for the construction, installation and operation of a potable water distribution system serving Project components with an adequate supply of potable water; (v) a written agreement with the governmental Borough or utility company providing sewage treatment service in the Borough for extension of the existing sanitary sewer system to serve Project components; (vi) “will serve” letters in form and substance acceptable to Redeveloper from the providers of electric, natural gas, telephone and cable television to furnish such utilities to Project components; (vii) soil conservation review approvals and permits for Project components; (viii) sewer extension and treatment works approval permits as required for the construction and operation of sanitary sewer lines for the Project components; (ix) curb cut and access permits and approvals and traffic signal approvals required to be issued by the State of New Jersey, the New Jersey Department of Transportation, the County of Camden and the Borough or any subdivision or Borough thereof for

Project components; (x) Remediation Permits from the NJDEP (if any are necessary to construct the Project); (xi) any other approval, license, permit, consent or waiver required to be granted or issued by any federal, state, county or municipal Borough, or any department, board, authority, Borough official or officer thereof having jurisdiction as a prerequisite to securing building permits for all Project (on or off-site) to be constructed in connection with the Project; and, (xii) valid building permits from all governmental authorities having jurisdiction permitting the construction of the subject Project components and all on and off-site Project required to be constructed in connection therewith, and (xiii) State approval for any redevelopment on the Property by Redeveloper, where required. It shall be the Redeveloper's obligation to diligently seek all Redevelopment Approvals/Governmental Approvals, unappealed and/or unappealable, at Redeveloper's sole expense.

"Redevelopment Entity" means the Borough Council of the Borough of Stratford, Camden County, New Jersey pursuant to the authority contained in the Act at N.J.S.A. 40A:12A-4.

"Redevelopment Law" means the State statute codified at N.J.S.A. 40A:12A-1 et seq.

"Redevelopment Plan" is the Borough's adopted Redevelopment Plan, as amended from time to time, that includes the Project covered hereunder, reasonably based upon Redeveloper's proposed Concept Plan, as revised and approved in writing by the Borough and by Borough Council. The current Redevelopment Plan is attached as Exhibit B.

"State" means the State of New Jersey.

"Borough" means Stratford Borough or Borough Council.

"Borough Covenants" are those set forth at Paragraph 6 hereof.

"Ultimate User" means the occupant of each space used in the Project or phase thereof, being the final title holder and/or its tenants or occupants pursuant to use under a Certificate of Occupancy.

"Zoning Ordinance" means the Borough's zoning ordinance and all related municipal land use regulations enacted pursuant to the MLUL and the Redevelopment Law.

PART I
REPRESENTATIONS AND WARRANTIES OF PARTIES

1. Representations and Warranties by Redeveloper. Redeveloper hereby represents and warrants the following to the Borough for the purpose of inducing the Borough to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date, and which shall survive this Agreement:

a. Redeveloper is a limited liability company of the State of New Jersey. Redeveloper is in good standing under the laws of this State, having all requisite power and authority to carry on its business, and to enter into and perform all of its obligations under this Redevelopment Agreement. Redeveloper shall provide a Certificate of Good Standing to the Borough within thirty (30) days of the execution of this Agreement.

b. Redeveloper has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which Redeveloper is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and subject to securing Governmental Approvals, to perform all of Redeveloper's obligations hereunder.

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

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

e. No adjudication of bankruptcy or liquidation of Redeveloper, or any of its members, has been entered, nor has a voluntary, or involuntary, bankruptcy petition been filed by or against Redeveloper, or any of its members, under the provisions of the United States Bankruptcy Code or any other similar statute applicable to the Redeveloper.

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

g. There is no pending or, to the best of the Redeveloper's knowledge, threatened litigation that would prevent Redeveloper from performing its duties and obligations hereunder.

h. There is no action, proceeding or investigation now pending or threatened, which: (i) questions the authority of the Redeveloper to enter into this Redevelopment Agreement or any action taken or to be taken by the Redeveloper pursuant to this Redevelopment

Agreement; (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition of Redeveloper, or any of its members, which could materially and substantially impair Redeveloper's ability to perform all obligations pursuant to the terms of this Redevelopment Agreement; or (iii) prevents Redeveloper from complying with this Redevelopment Agreement or any related agreement.

i. All materials and documentation submitted by the Redeveloper and its agents to the Borough and its agents were, at the time of such submission, and are as of the Effective Date, materially accurate, and the Redeveloper shall continue to inform the Borough of any material and/or adverse changes in the documentation submitted. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the Borough to enter into this Redevelopment Agreement.

j. The Redeveloper is financially and technically capable of developing, designing, financing and constructing the Project as set forth herein.

k. The cost and financing of the Redevelopment Project is the responsibility of the Redeveloper. The Borough shall not be responsible for any cost whatsoever in respect to same as set forth herein; however, Redeveloper may recoup from benefitted third parties who tie into Redeveloper improved infrastructure (but not from the SMSUD) such Stratford Municipal Sewer Utility Department ("SMSUD") costs in excess of those related to direct impact by agreement with the SMSUD or similar reimbursement rights, where appropriate, from other agencies. Such recapture right by third parties shall be paid to Redeveloper based on the percentage (Fair Share contribution) of new flow compared to the added volume of Redeveloper's enhancements multiplied by the cost of the improvement. The SMSUD shall advise any potential user to contact the Redeveloper to calculate the amount due, which shall be paid directly by the third party to the Redeveloper. SMSUD shall not issue final permit nor dedication of third party infrastructure, but shall not be responsible for failure to advise the third party of the obligation, nor for issuance of final permits/dedication, except in cases of intentional failure to do so. The transfer of all or any part of the Project to a third party shall NOT include the recapture/recoupment sums herein, which shall remain the right and property of the Stratwin LLC as personal property, unless expressly transferred in the deed.

l. The ownership structure of the Redeveloper is set forth in the certificate attached to this Redevelopment Agreement as "Exhibit D", and sets forth, among other things, the name(s) and address(es) of all entities owning at least a 10% interest in Redeveloper, and, as to each such entity, all entities owning at least a 10% interest therein, such disclosure being intended to be the same disclosure that applicants are required to make in connection with applications for land use approvals pursuant to the MLUL at N.J.S.A. 40:55D-48.2. The Redeveloper shall, at such times as the Borough may request, furnish the Borough with a complete statement subscribed and sworn to by a partner, member or officer of the Redeveloper, setting forth all of the ownership interests of the Redeveloper, or other owners of equity interests of the Redeveloper, and the extent of their respective holdings,

and in the event any other parties have a beneficial interest in the Redeveloper, their names and the extent of such interest.

2. Representations and Warranties by the Borough. The Borough hereby represents and warrants the following to Redeveloper for the purpose of inducing Redeveloper to enter into this Redevelopment Agreement, and to consummate the transactions contemplated hereby, all of which shall be true as of the Effective Date, and which shall survive this Agreement:

a. The Borough duly adopted Ordinance 2019:20 on December 17, 2019, adopting a Redevelopment Plan in accordance with law, as set forth above in the Preliminary Statement.

b. The Borough is a duly organized municipal corporation existing under the laws of the State of New Jersey and has the legal power, right and authority to act as a redevelopment entity for the Project and to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Borough is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder, and has duly executed this Redevelopment Agreement.

c. All requisite action has been taken by the Borough and all requisite consents have been obtained in connection with entering into this Redevelopment Agreement and the instruments and documents referenced herein to which the Borough is a Party, and the consummation of the transactions contemplated hereby, and to the best of the Borough's knowledge and belief are authorized by all Applicable Laws.

d. To the best knowledge of the Borough there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the Borough entering into or performing its obligations under this Redevelopment Agreement.

e. This Redevelopment Agreement has been duly authorized, executed and delivered by the Borough, and is valid and legally binding upon the Borough and enforceable in accordance with its terms on the basis of laws presently in effect.

f. The Borough represents that to the best of its knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of the Redevelopment Plan or this Redevelopment Agreement or any action or act taken or to be taken by the Borough pursuant to the Redevelopment Plan or Redevelopment Agreement.

g. The Borough will consider amendments or revisions to the Concept Plan proposed by the Redeveloper as required to ensure compliance with the Redevelopment Plan provided that such amendments or revisions comply with the Redevelopment Plan.

3. Mutual Representations. The Parties make the following mutual representations:

- a. The Borough and Redeveloper agree that the Project will be governed by the adopted Redevelopment Plan, as may be amended from time to time, the requirements of the Act, any provisions of the Borough Zoning Ordinance that are not inconsistent with the zoning provisions of the Redevelopment Plan, and this Redevelopment Agreement.
- b. If requested in writing by Redeveloper, the Borough agrees that it will endorse and cooperate on certain applications for Governmental Approvals concerning the Property, where appropriate, at no cost to the Borough. Redeveloper shall pay all fees and costs required to apply for any such Governmental Approvals.
- c. In the event that any contractual provisions required by the Legal Requirements have been omitted, the Borough and Redeveloper agree that this Redevelopment Agreement shall be deemed to incorporate all such clauses by reference, and that such requirements shall become a part of this Redevelopment Agreement. If such incorporation occurs and results in a material change in the obligations or benefits of one of the Parties, the Borough and Redeveloper hereby agree to act in good faith to mitigate such changes in position.

PART II REDEVELOPMENT PROJECT

The terms of this Redevelopment Agreement shall survive the execution of this Agreement.

1. Project Description. Redeveloper shall redevelop the Project Site by the construction of 49 single-family residential dwellings consisting of 41 market rate units and 8 family affordable units on approximately 4.14 acres of real property located along Berlin Road (County Route #702) also known as Block 53, Lots 2, 3, and 6 on the Borough of Stratford Tax Map, all of which shall be substantially and generally consistent with the development proposed on the Concept Plan attached hereto as Exhibit C.
2. Redevelopment. The Redeveloper shall redevelop the Property as set forth herein.
 - a. Redevelopment Plan. The Borough adopted a Redevelopment Plan by Ordinance. The Project shall be developed in accordance with the Redevelopment Plan and the Concept Plan provided by the Redeveloper and attached hereto as Exhibit C. The Redeveloper may request that the Borough further amend the Redevelopment Plan as appropriate and necessary to construct the Project, the consent to such amendment which shall not be unreasonably withheld, conditioned or delayed by the Borough.
 - b. Redevelopment Approvals. Redeveloper shall obtain all Redevelopment Approvals necessary for the development of the Project at its sole cost and expense, including, but not limited to, all engineering fees, attorney fees and other professional fees, all application and escrow fees, all connection fees, and any other costs related to the design, approval and construction of the Project. The Redeveloper will cause to be prepared and submitted such applications as may be necessary and appropriate for the purpose of obtaining any and all Redevelopment Approvals for the undertaking of the Project, including, without

limitation: final subdivisions approvals; final site plan approvals; building permits for the Project (by the Designated Residential Builder); environmental approvals; and any and all other necessary permits, licenses, consents and approval. All of the Redevelopment Applications shall be in general conformity with the Concept Plan, the Redevelopment Plan and this Agreement and any and all federal, state, county, and municipal statutes, laws, ordinances, rules and regulations applicable thereto. Nothing contained herein shall be construed to limit the Redeveloper's rights under the MLUL, including the right to apply for any bulk variances or design waivers deemed necessary or appropriate, provided, however, that the Redeveloper acknowledges that its rights are subject to and constrained by the Redevelopment Plan and this Agreement. All performance guarantees imposed upon the Project by any State, County or Borough agency for the Project shall be posted by Redeveloper or the Designated Residential Builder. It is anticipated that Redeveloper will be required to obtain site plan and/or subdivision approvals from the Borough Planning Board, the County Planning Board, Borough of Stratford Municipal Sewer Utilities Department ("SMSUD"), County Soil Conservation District, NJDOT, and NJDEP for environmental approvals as needed. Notwithstanding anything to the contrary herein contained, Redeveloper shall be permitted to Commence Construction prior to receipt of all final county, state, federal and other approvals required for the contemplated work, at the Redevelopers sole and exclusive risk, subject to the posting of the required Safety and Stabilization Performance Guarantee required by the MLUL.

c. Time for Redevelopment Approvals. Redeveloper shall use reasonably diligent efforts to expeditiously secure, or cause to be secured, any and all Governmental Approvals, and shall carry out the Project in conformance therewith. Redeveloper shall be required to provide the Borough with a copy of all applications to, and permits for approval received, together with copies of significant substantive correspondence to or from, any Governmental Body.

d. Phasing. Redeveloper shall be required to apply simultaneously for any and all Governmental Approvals required for the development of the proposed 49 single-family dwellings as depicted on Exhibit C. "Further, Redeveloper, or its Designated Residential Builder shall be required to apply for and obtain all required Building Permits prior to each home being constructed for the 49 single-family dwellings. Similarly, Redeveloper or its Designated Residential Builder shall be required to apply for and obtain Certificates of Occupancies for the 49 single-family dwellings."

3. Environmental Matters. The following environmental provisions shall apply to the redevelopment of the Property.

a. Environmental Compliance. The Redeveloper shall use diligent efforts to obtain all Governmental Approvals required for any required Remediation of the Property at Redeveloper's sole expense, shall conduct any required environmental investigation and Remediation, and shall take any other steps required to achieve full compliance with ISRA and all other Environmental Laws and to cause Redeveloper's Licenses Site Remediation Professional ("LSRP") to issue any required the Response Action Outcome ("RAO") Letter.

b. Environmental Reports. Redeveloper will provide the Borough, upon request, with copies of all environmental reports that: (i) are submitted to NJDEP in connection with any Remediation of the Property, or (ii) are reasonably requested by the Borough.

4. Declaration of Covenants and Restrictions. The Redeveloper shall record a Declaration of Covenants and Restrictions (“Declaration”), imposing upon the Project Site the agreements, covenants and restrictions, pursuant to the Redevelopment Law at N.J.S.A. 40A:12A-9, including the following Redeveloper Covenants to be observed by the Redeveloper, its successors and assigns and which shall run with the land. The Redeveloper will deliver to the Borough the recorded Declaration as soon as it is available.

a. Declaration. The following Covenants and Restrictions shall be set forth in the Declaration.

(1) Redeveloper shall construct or cause to be constructed or renovated only those buildings and uses that are consistent with the Redevelopment Plan, as amended and adopted by the Borough from time to time, and this Redevelopment Agreement, and in accordance with all Governmental Approvals.

(2) The Redeveloper shall, subject to any tolling event, begin the building of the improvements for those uses within the time set forth herein, which the parties have determined is reasonable.

(3) The Borough agrees that the Redeveloper may convey final and improved Lots for Residential Development in this Project to its Designated Residential Builder on written notice to the Borough. The Designated Residential Builder shall be the responsible party in accordance with the Borough approvals and this Redevelopment Agreement as may be applicable and as indicated above to obtain the Building Permits for the construction of the Residential Dwellings for each Phase of the Project. The Designated Residential Builder shall also be responsible to post all required Escrow payments relating to same, and the party to obtain the Certificate of Occupancy from the Borough for each residential dwelling to be sold to the end user/residential owner. The Designated Residential Builder shall also be the responsible party to apply for the five (5) year Tax Abatement pursuant to Paragraph 11 of this Redevelopment Agreement for each of the residential dwellings conveyed to the end user/residential owner.

Notwithstanding the above, the Redeveloper shall not be relieved of any other requirements in this Redevelopment Agreement applicable to it, unless adopted by the Designated Residential Builder.

(4) Any other transfer or other transaction in violation of this Redevelopment Agreement by Redeveloper shall be an Event of Default of Redeveloper and shall be subject to the remedies set forth at Paragraph 10 of this Agreement. In the absence of specific written consent by the Borough, no such transfer of the Project

Site or portion thereof, or transfer of a controlling interest in Redeveloper, shall be deemed to relieve Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against transfers as set forth in this Paragraph and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Paragraph, the Borough shall be entitled to the issuance of an injunction voiding or restraining such transfer, and the award of legal fees and related expenses of the Borough in connection with any such legal action. Except as set forth hereunder, the Borough agrees to record a Discharge of the Declaration upon issuance of the final Certificate of Occupancy for Redeveloper's Project covered by this Agreement, at Redeveloper's expense.

(5) Upon completion of the required improvements, the conditions determined to exist at the time the area was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements thereon shall no longer be subject to eminent domain as a result of those determinations.

(6) Redeveloper and its Designated Residential Builder shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, age, national origin, ancestry, physical handicap, marital status, affectional preference or gender, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Redeveloper itself, or any affiliate claiming under or through Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sub lessees, or vendees at the Property or any property.

(7) In the sale, lease or occupancy of the Project, the Redeveloper, and its Designated Residential Builder shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site and/or the Project is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender or marital status, and the Redeveloper, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or marital status.

(8) The Declaration shall run in favor of the Borough until completion of all improvements required under this Agreement and a determination by the Borough that the Property is no longer in need of redevelopment.

b. Effect of Declaration of Covenants and Restrictions. It is intended and agreed by the Parties that the Declaration of Covenants and Restrictions set forth in this Paragraph 4, and elsewhere in this Redevelopment Agreement designated for inclusion in the Declaration, shall be covenants running with the land, and that they shall be binding, to the fullest extent permitted by law and equity, for the benefit of and in favor of the Borough, and shall be enforceable by the Borough, its successors and assigns, and any successor in

interest to the Property, against Redeveloper, its successors and assigns and every successor in interest therein.

c. Enforcement of Declaration of Covenants by the Borough. It is intended and agreed that the Borough and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Borough for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Borough remains or is an owner of any land or interest therein. The Borough shall have the right, in the event of any material breach of any such agreement or covenant by Redeveloper, to exercise all rights at law and equity provided for by the Courts of the State of New Jersey.

d. Termination of Declaration and Redevelopment Agreement. This Redevelopment Agreement and the Declaration of Covenants and Restrictions set forth herein shall remain in effect as to the Project until either the termination of this Redevelopment Agreement in accordance with its terms, or the issuance of the final Certificate of Occupancy for the entire Project, whichever shall occur first. Upon redevelopment of the Property and completion of the entire Project as determined by the Borough and by the issuance of the final Certificate of Occupancy for the Project, this Agreement shall terminate, and the conditions that were found and determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist, and the conditions and requirements of the Redevelopment Law shall be deemed to have been satisfied at that Property. Simultaneously with the issuance of such final Certificate of Occupancy, the Borough shall deliver to Redeveloper a Discharge of Declaration in recordable form. Except with respect to any financial obligations still due and owing the Borough, and also as expressly provided herein, all representations and obligations of the Parties hereto shall terminate as of the date of the delivery of such final Certificates of Occupancy with respect to the Property. In the event of a conveyance of part of the Property by Redeveloper after the issuance of a Certificate of Occupancy for such parcel, the Borough shall issue a Discharge of Declaration for that part of the Property only.

5. Redeveloper Covenants: The Redeveloper covenants and agrees that:

a. Project Implementation: Redeveloper shall use commercially reasonable efforts to implement the Project, in accordance with the provisions of this Redevelopment Agreement, the Legal Requirements, all Governmental Approvals and all Environmental Laws.

b. Financing, Approvals: Redeveloper and its Designated Residential Builder shall undertake with due diligence: (i) to pursue and obtain the necessary financing for acquisition and redevelopment; (ii) redevelopment of the Project upon securing Governmental Approvals; and (iii) perform each item on or prior to the date set forth in the Project Milestones/Timeline attached hereto as “Exhibit E” (for those items for which

commencement dates only may be given, such items shall be completed in a commercially reasonable period).

c. Commencement of Construction: Redeveloper or its Designated Residential Builder shall, subject to tolling delays, Commence Construction of the Project in accordance with the Project Milestones/Timeline attached hereto as Exhibit E.

d. Certificates of Occupancy: During redevelopment and construction, and upon completion of any building in the Project, Redeveloper or its Designated Residential Builder shall use diligent efforts to obtain Certificates of Occupancy for completed buildings.

e. Change in Redeveloper Status: Redeveloper shall notify the Borough of any change from the information previously provided to the Borough regarding Redeveloper's financial capability to acquire the Property if such change will affect the Redeveloper's ability to redevelop, finance and construct the Project.

f. Speculation Prohibited: The undertakings pursuant to the Redevelopment Agreement are for the purpose of redevelopment, and not for speculation in land holding.

g. Expenses: Redeveloper shall acquire the Property, obtain all Redevelopment Approvals and Governmental Approvals, perform any environmental investigation and remediation, and construct the Project at its sole cost and expense as set forth herein.

h. Surety: Redeveloper or its Designated Residential Builder shall provide performance and maintenance guarantees or other surety required by the MLUL or any other relevant law. Redeveloper or its Designated Residential Builder shall provide all inspection escrows as required by the MLUL or any other relevant law.

i. Affordable Housing: Affordable Housing Redeveloper shall, at its sole cost and expense, satisfy any low- and moderate-income housing obligation imposed on the Redeveloper by law, including the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., and any regulations that have been, or may be, adopted by the State of New Jersey pursuant thereto, any regulations of the Council on Affordable Housing, or its successor, and in particular, provide 8 family affordable units in conjunction with a Memorandum of Reasonable Composition entered into between the Redeveloper and Fair Share Housing Center, attached hereto as Exhibit G. Redeveloper shall have the option of the Affordable units, in whole or in part, being for rent or for sale, so long as consistent with the memo of reasonable composition with Fair Share Housing.

j. Indemnification: Redeveloper and Designated Residential Builder (upon whose appointment, and acceptance of this Redevelopment Agreement) by the Designated Residential Builder, accepting the terms hereof and the Borough's consent thereto, the Redeveloper shall be released from such indemnity for all performance undertaken after the date of the release, but not for past performance, and the Designated Residential Builder shall thereafter be deemed to provide such indemnity, covenants and agrees, at its sole

expense, to pay and to indemnify, protect, defend and hold the Borough and its employees, officers and agents harmless from and against all claims resulting from or in any way connected with the planning, design, construction, or installation of the Project on the Project Site, including but not limited to, the death of any person or any accident, injury, loss, and damage whatsoever caused to any person or to the property of any person that shall occur on the Project Site and that, with respect to any of the foregoing, are directly related to or resulting from any negligence or willful misconduct of Redeveloper, its agents, servants, employees, or contractors.

6. Borough Covenants. The Borough covenants and agrees as follows:

a. Assistance and Cooperation: The Borough agrees to reasonably and lawfully assist Redeveloper in the implementation of the Project. The Borough agrees that it will use its best efforts to provide non-privileged and non-confidential information in its possession to Redeveloper when such information is needed by the Redeveloper to obtain necessary Approvals, including, but not limited to executing applications for permits necessary for the redevelopment of the Project. To the extent permitted under applicable law, the Borough agrees to reasonably support any applications of Redeveloper that are made in accordance with this Agreement.

b. Scheduling: The Borough agrees to schedule reasonably expedited Borough meetings for action on redevelopment applications of Redeveloper for the Project upon timely written notice from Redeveloper to the Borough of the necessity of such meetings.

c. Non-Interference: The Borough shall not take any action intended to delay or prevent Redeveloper from implementing the Project in accordance with the Redevelopment Plan, the Redevelopment Law, and this Redevelopment Agreement.

7. Implementation of the Project. The Redeveloper and Designated Residential Builder shall construct the Project described in this Agreement.

a. Approvals. Redeveloper shall obtain all Redevelopment Approvals and shall obtain all required building permits for the Project which shall not be unreasonably delayed, conditioned or withheld by the Borough.

b. Time for Completion of Project. The construction of the Project for the Property shall be substantially completed within the time set forth in the Project Milestones/Timeline attached as Exhibit E. The Redeveloper and Borough may, if they agree to do so, amend the Project Milestones/Timeline. For purposes of this Redevelopment Agreement, a Certificate of Completion shall evidence and constitute substantial completion.

c. Inspection. Redeveloper and Designated Residential Builder shall permit authorized representatives of the Borough to inspect and audit all data and records of the Redeveloper relating to its performance under this Agreement upon at least ten (10) days written notice to Redeveloper.

d. Utility Providers. This Agreement is subject and conditioned Upon the Redeveloper reimbursing the Borough, through a hereinbefore established Borough escrow in the amount of NINETEEN THOUSAND DOLLARS (\$19,000.00) deposited no later than the execution of this Agreement, agreed to be the maximum due from the Redeveloper and based upon proposals received by the Borough for the purpose of undertaking necessary utility studies. Redeveloper, is responsible for all infrastructure, including utilities, water, sewer, electric, gas, storm drains, telephone and cable, and infrastructure completion shall be constructed as required to serve the Project, as directed by the Borough, but reasonably required to service the Project. Redeveloper shall be solely responsible to enter into service agreements with those public utilities having jurisdiction to provide water, sewer, electric, gas and telephone services to the Project. The design and construction of the sanitary sewer service for the project, including the need for a pumping station, if any, and any other improvements, shall be under the sole jurisdiction of the Stratford Municipal Sewer Utility Department (SMSUD), and, subject to Authority approval, and to any credits, or reimbursements therefor, limited as per Part 1, Paragraph 1(k), Page #9, Redeveloper may construct said improvements and connect to the Authority system prior to final approval of the plans by the New Jersey Department of Environmental Protection, at Redevelopers sole and exclusive risk. The Parties acknowledge that local public utility providers may have certain rights with respect to the Project Site. The parties further agree that if, in the Redeveloper's discretion, the Authority mandate for infrastructure is beyond budgetary reasonableness for the Redeveloper, the Redeveloper's decision to not pursue Project implementation allows the Redeveloper the right, in its discretion, to terminate this Agreement. Redeveloper agrees that it is responsible to undertake the appropriate measures to negotiate with, and attempt to acquire, relocate or otherwise address the existence of utilities and Project and easements therefor, in order to complete the Project pursuant to law. Redeveloper shall consult local public utility providers with respect to all construction and shall take all reasonable and customary precautions to prevent personal injury, property damage and other liabilities related to all utilities above, at and under the Project Site. If in connection with the improvements to be erected on the Property any property owned or used by any public utility must be removed and/or relocated and/or reconstructed, then the cost of such removal and/or relocation and/or reconstruction shall be borne by the Redeveloper if such property owned by such utility is located on the Property, except to the extent that said utility work has been assumed, and guaranteed, by other entities.

e. Neighborhood Impacts. Redeveloper and its Designated Residential Builder shall comply with all Borough Ordinances and the construction conditions set forth in the Redevelopment Plan in order to minimize any potential negative effects that construction of the Project may produce upon Stratford Borough citizens or the neighborhood.

f. Certificate of No Default. At either Party's request, the performing Party shall deliver to the requesting Party a Certificate to the effect that the performing Party is not aware of any condition, event or act that constitutes a violation of this Redevelopment Agreement or that would constitute an Event of Default hereunder, and, that no condition, event or act exists that, with notice or lapse of time, or both, would constitute such a

violation, or Event of Default, or, if any such condition, event or act exists, the Certificate shall so state.

g. Certificate of Occupancy. The Redeveloper and/or its Designated Residential Builder shall comply with the building codes in effect at the time a Permit is issued, and the Borough will not impose additional building standards beyond those required. Upon completion of any building in the Project, as determined by the Borough, and upon a determination of compliance with the Redevelopment Plan, Governmental Approvals and Legal Requirements, the Borough agrees to issue a Certificate of Occupancy for such building. The Borough agrees to undertake all inspections in an expeditious manner.

h. Certificate of Completion. The completion of the Project shall be evidenced by a certificate of the Borough in recordable form (“Certificate of Completion”) delivered no later than thirty (30) days following the Redeveloper’s written request for same. The issuance of a Certificate of Completion for the Project shall state that the Redeveloper has performed its duties and obligations under this Redevelopment Agreement with respect to the Project. The Borough shall not unreasonably withhold or delay the delivery of a Certificate of Completion. If the Borough determines that the Redeveloper is not entitled to a Certificate of Completion, the Borough shall provide the Redeveloper with a written statement of the reasons the Borough refused or failed to furnish a Certificate of Completion. Upon the Completion of the Project (or any phase thereof) in accordance with the terms of the Redevelopment Agreement, the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist. Notwithstanding the foregoing, following the completion of the Phase I Improvements in accordance with the terms of the Redevelopment Agreement and the compliance with all of Redeveloper’s other obligations under this Redevelopment with respect to such Phase, at Redeveloper’s request, the Borough shall promptly issue a Certificate of Completion for such Phase, which Certificate of Completion shall state that the Redeveloper has performed its duties and obligations under this Redevelopment Agreement with respect to such Phase, and whereupon the Redeveloper shall be relieved of all obligations under this Redevelopment Agreement with respect to such Phase.

i. Tolling Events. The Project Schedule is subject to day for day relief from all Project Milestones/Timeline requirements, except as stated in this Agreement, resulting from the occurrence of a Force Majeure Event or the imposition of an injunction or other action beyond the control of the Redeveloper which prevents the Redeveloper from proceeding (each a “Tolling Event”). The Redeveloper shall notify the Borough in writing of any proposed tolling of a Project schedule date necessitated by a Tolling Event.

j. Execution of Documents. Redeveloper and the Borough shall make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations, and, in general, do all things which may be requisite or proper for the acquisition, construction and redevelopment of the Project in accordance with all necessary Redevelopment Approvals, and other agreements as applicable, and shall

perform all obligations thereunder, including being financially able to perform all obligations under the agreements in a commercially reasonable manner.

k. Compliance with Redevelopment Agreement. Redeveloper shall use reasonable efforts to ensure that all consultants, professionals, employees, agents, contractors engaged by Redeveloper, and any of their subcontractors, shall possess the requisite character, skill and judgment necessary to implement the Project in compliance with the terms and conditions of this Redevelopment Agreement.

l. Cooperation. The Parties shall work together, as appropriate, necessary and reasonable, to accomplish the Project, including entering into additional agreements that may be required, and seeking available grants/loans for the Project, provided however, that such actions shall not result in a material increase in the Parties' respective obligations hereunder, or a material decrease in the Parties' respective rights hereunder.

m. Access to Property. Redeveloper hereby agrees to allow Borough and its agents, officials and professionals reasonable access to all portions of the Property for the duration of the Redevelopment Agreement, upon seventy-two (72) hours advance notice to Redeveloper. Redeveloper, or its designated agent may accompany the Borough representatives.

8. Prohibitions Against Assignment and Transfer. Except as otherwise stated herein, pursuant to the Redevelopment Law at N.J.S.A. 40A:12A-9a, the Redeveloper shall not sell, lease or otherwise transfer the Property or Project, or any part thereof, without the written consent of the Borough during the term of this Agreement which consent shall not be unreasonably delayed, conditioned or withheld. The Redeveloper represents and agrees that its undertakings pursuant to the Agreement, are, and will be used, for the purpose of redevelopment of the Property and not for speculation in land holding.

a. The Redeveloper represents and agrees for itself, and its successors and assigns, that except (i) by way of security for, and only for, the purposes of obtaining financing necessary to enable the Redeveloper or any successor-in-interest to the Property, or any part thereof, to perform its obligations with respect to the Project under this Agreement or (ii) any of the purposes set forth in Paragraph 8b of this Agreement, Redeveloper has not made or created, and that it will not, prior to the issuance of a Certificate of Completion, make or cause to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the Borough, the same of which will not be unreasonably delayed or withheld.

b. The following transactions are not subject to the prohibition set forth in this Paragraph 8 and shall not require approval by the Borough:

(1) Mortgages and other liens and encumbrances for the purposes of financing the costs associated or incurred in connection with the acquisition, financing,

refinancing, development and construction of the Project or the conveyance of the Project to any such mortgagee or purchaser at foreclosure or otherwise; or

(2) Utility and other development easements, and/or reciprocal easements affecting any portion of the Project site and/or Homeowner Association documents; or

(3) Any lease or sale of all or any portion of the improved Property, excepting to an approved Designated Residential Builder, for which a Certificate of Occupancy has been issued, with occupancy of the relevant portion of the Project to end users as permitted by the Amended Redevelopment Plan, Zoning Ordinance, and this Redevelopment Agreement; or

(4) Any contract, agreement or assignment with respect to any of the foregoing transactions (including, but not limited to, any assignment of the Redeveloper designation that may be required in connection with such a conveyance).

(5) Following the completion of the infrastructure sufficient to support the residential construction or the posting of performance guaranty for same, if required at law, a transfer to (and corresponding assumption by) a transferee (a Designated Residential Builder) of the rights and obligations as Redeveloper hereunder applicable to Phase II of the Project, without limitation, the right to develop such Phase, provided that any such transfer (and corresponding assumption) shall occur subsequent to Redeveloper obtaining all Governmental Approvals other than building permits necessary to construct the applicable Phase of the Project, including, but not limited to, preliminary and final subdivision and site plan approval, and provided that any such proposed transferee:

(i) shall be a reputable residential developer;

(ii) shall have the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken in this Redevelopment Agreement by the Redeveloper;

(iii) by instrument in writing and in recordable form, shall, for itself and its successors and assigns, and expressly for the benefit of the Borough, have expressly assumed the applicable obligations of the Redeveloper under this Redevelopment Agreement with respect to the applicable Phase being assumed, and agree to be subject to the applicable conditions and restrictions to which the Redeveloper is subject.

(iv) any contract, agreement or assignment with respect to any of the foregoing transactions (including, but not limited to, any assignment of the Redeveloper designation that may be required in connection with such a conveyance).

Redeveloper shall provide to the Borough written notice _____ transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such transferee. In connection with a Permitted Transfer involving a ground lease, purchase option agreement, contract of sale or conveyance to an urban renewal entity, at closing thereon, the Redeveloper shall cause the transferee to execute such documentation as is reasonably requested by the Borough in order to assure that the transferee has assumed all of the Redeveloper's obligations under this Redevelopment Agreement as to the Project, or applicable Phase thereof (if the Redeveloper's right, title and interest in the Project or any Phase thereof is being transferred). The Redeveloper shall exercise diligent efforts with respect to the provisions of any documentation relating to the Permitted Transfer as the Borough may reasonably request.

c. Any transfer or other transaction in violation of this Redevelopment Agreement by Redeveloper shall be an Event of Default of Redeveloper and shall be subject to the remedies set forth at Paragraph 10 of this Agreement. In the absence of specific written consent by the Borough, no such transfer of the Project Site or portion thereof, or transfer of a controlling interest in Redeveloper, shall be deemed to relieve Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against transfers as set forth in this Paragraph and, in addition, shall provide that in the event of any attempted transfer in violation of the restrictions in this Paragraph, the Borough shall be entitled to the issuance of an injunction voiding or restraining such transfer, and the award of legal fees and related expenses of the Borough in connection with any such legal action. Except as set forth hereunder, the Borough agrees to record a Discharge of the Declaration upon issuance of the final Certificate of Occupancy for Redeveloper's Project.

9. Redeveloper's Financial Commitments. Redeveloper and its Designated Residential Builder shall complete the Project as set forth herein at its sole cost and expense. Redeveloper also agrees that Redeveloper shall submit satisfactory documentation to the Borough evidencing Redeveloper's plan to secure the requisite capital and/or financing in an amount necessary to acquire, remediate and redevelop the Property upon commercially reasonable terms and in accordance with this Agreement (the Borough acknowledging that financing commitments may not be able to be secured prior the issuance of certain Governmental Approvals).

a. Project Costs. Subject to Redevelopers termination/cancellation rights respecting utility analysis costs, Paragraph 7.D, all costs of acquisition, Governmental Approvals, Redevelopment Approvals, constructing the Project and redeveloping the Property, including but not limited to application fees, development application fees, review and inspection escrow fees, and otherwise completing Redeveloper's Project, shall be borne by Redeveloper and its Designated Residential Builder unless otherwise set forth herein. Redeveloper's estimated Project Costs are set forth in "Exhibit F."

b. Timely Municipal Payments. Redeveloper and its Designated Residential Builder shall pay all deposits, escrows, reimbursements, and municipal contribution payments, for the Property to the Borough.

c. Redevelopment Agreement Escrow. The Redeveloper has established an escrow fund with the Borough. Activities to be funded by the Redeveloper Agreement Escrow shall include, but not be limited to: in- house professionals, as well as engineer, planner, consultant and attorney fees and costs expended on Borough's behalf, for the preparation of this Redevelopment Agreement and for the oversight, enforcement and implementation of the Redevelopment Agreement and Redevelopment Plan going forward, and any additional deposits required to replenish said escrow. Thereafter, when the Escrow Fund falls below Two Thousand Five Hundred Dollars (\$2,500) during the term of this Redevelopment Agreement, the Redevelopment Agreement Escrow shall be replenished by another Five Thousand Dollars (\$5,000) by Redeveloper upon written demand by the Borough. The Borough shall provide a monthly statement of account with regard to Redevelopment Agreement Escrow funds, with copies of applicable invoices. Redeveloper shall replenish the Redevelopment Agreement Escrow no later than fifteen (15) days from receipt of a notice of Redevelopment Agreement Escrow or Escrow deficiency, including documentation and accounting establishing any deficiency. Failure of Redeveloper to replenish said account shall constitute an Event of Default. Unless this Agreement provides otherwise, any remaining Redevelopment Agreement Escrow shall be returned to Redeveloper after completion the Project, as determined by the Borough.

10. Default. The Parties shall have the rights set forth in this Paragraph in the event of Default.

a. Redeveloper's Default Events. The Borough shall have the right to declare the Redeveloper in default of this Agreement in the event of the occurrence of any of the following (each an "Event of Default"):

- (1) Redeveloper's failure to substantially perform, or a substantial defect in performance by the Redeveloper, of any obligations under this Redevelopment Agreement;
- (2) Failure of Redeveloper to make any Project payment required pursuant to this Redevelopment Agreement within fifteen (15) days of written demand by the Borough;
- (3) The determination of a Court of competent jurisdiction that Redeveloper is insolvent or the appointment of a receiver;
- (4) The filing of a voluntary (or involuntary as permitted by law) petition for bankruptcy of Redeveloper;
- (5) The filing of a complaint in foreclosure against the Redeveloper that is not stayed or dismissed for ninety (90) consecutive days or the issuance of a deed in lieu of foreclosure for any financing in connection with the Project;
- (6) Redeveloper's failure to pay any real estate taxes, payments in lieu of taxes, or assessments on any real property or any part thereof owned by it in the Borough

when due, or shall place thereon any encumbrance or lien unauthorized by this Redevelopment Agreement, or shall suffer any levy or attachment to be made, or any construction lien, or any other unauthorized encumbrance or lien to attach and such real estate taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the Borough made for such payment, removal, or discharge, within sixty (60) days after written demand by the Borough to do so;

(7) A notice to the Borough by Redeveloper, indicating that Redeveloper has determined not to proceed with the Project, unless Redeveloper has the right not to proceed under the terms of this Agreement;

(8) Abandonment of the Project by the Redeveloper or by Redeveloper's successor, assignee, affiliate or guarantor, subject to any tolling protection;

(11) Failure of the Redeveloper to replenish the Redevelopment Agreement Escrow when required pursuant to this Redevelopment Agreement within fifteen (15) days of Borough Notice; or

(12) A Transfer of all or part of the Property without the prior written consent of the Borough when required pursuant to this Redevelopment Agreement.

b. Borough's Default Events. The Redeveloper shall have the right to declare the Borough in default of this Agreement in the event the Borough fails to substantially perform, or there is a substantial defect in the Borough's performance, of any obligations under this Redevelopment Agreement (an "Event of Default").

c. Default Notice. Upon a Party's recognition of an occurrence of an Event of Default, the non-defaulting Party shall notify the defaulting Party in writing that it has declared the defaulting Party in default (hereinafter "Default Notice"). The Default Notice shall be given by the non-defaulting Party to the defaulting Party, addressed to the individual(s) and address(es) provided in Paragraph 17a herein, and shall state the basis for determining that an Event of Default has occurred. Upon receipt of the Default Notice, the defaulting Party shall have sixty (60) days to cure such failure or defect, subject that if cure is not possible within sixty (60) days and Redeveloper proceeds with due diligence toward remedy, Redeveloper shall have sixty (60) days to cure, subject to Borough's right to extend if work is diligently pursued. In the event that the defaulting Party does not cure the Event of Default as set forth herein, the non-defaulting Party shall have the right to exercise, in addition to all remedies available at law and equity, the remedies set forth below.

d. Default Rights and Remedies. In addition to all other rights and remedies which the Parties may have at law or in equity upon the occurrence of an Event of Default which has not been cured, the Parties shall, to the fullest extent permitted by law, be entitled to the following rights and remedies:

(1) Right to Injunction. In the event of a breach by either party of any of the agreements, conditions, covenants or terms hereof and the running of the applicable cure period, the other party shall have the right of injunction to restrain the same, and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided.

(2) Restoration to Status. In case the either Party shall have proceeded to enforce its rights under this Redevelopment Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to such Party, then and in every such case, the Parties shall be restored, respectively, to their several positions and rights hereunder, and all rights, remedies and powers of Parties shall continue as though no such proceedings had been taken.

(3) Survival Upon Termination. Notwithstanding termination as provided for herein, all of the Parties' rights that specifically survive closing of title or termination shall remain enforceable by the Parties.

e. Rights and Remedies Cumulative. The rights and remedies of the Parties, whether provided by this Agreement or by law, shall be cumulative, and except as otherwise specifically provided by this Agreement, the exercise by the Parties of any one or more of such rights or remedies shall not preclude the exercise, at the same or at different times, of any other such rights or remedies for the same Event of Default, or for the same failure in respect to any of the terms, covenants, conditions or provisions of this Agreement or any of its remedies for any other Event of Default or breach. No delay by the Parties in asserting any rights or exercising any remedy shall operate as a waiver of such rights or remedy or otherwise deprive it of, or limit such rights and remedies in any way (it being the intent of this provision that the Parties shall not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Paragraph because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver by a Party with respect to any specific Event Default under this Paragraph be considered or treated as a waiver of the rights of the Party with respect to any other Event of Default under this Paragraph or with respect to the particular Event Default except to the extent specifically waived in writing.

f. Limitation on Remedies. Notwithstanding anything to the contrary contained in this Agreement, following a Permitted Transfer or other Transfer approved by the Borough whereby the obligations of the Redeveloper hereunder with respect to any Phase of the Project are transferred to sub-Redeveloper, the Borough shall only be permitted to pursue remedies against the defaulting Redeveloper or sub-Redeveloper (as the case may be) and such default shall not affect the rights hereunder with respect to any improvements that have been completed or any party to this Agreement that is not in default of its obligation under this Agreement.

11. Tax Abatement Agreement. The Redeveloper and the Borough agree that this Redevelopment Agreement for the Project is contingent upon a Tax Abatement Agreement

pursuant to the five (5) year Exemption and Abatement Law (N.J.S.A. 40A:21-1 et seq.). The Borough agrees to adopt an Ordinance authorizing the five (5) year Tax Abatement and Exemption Agreement with the Redeveloper, or the Designated Residential Builder, commencing *pro rata*, as of the date of each Certificate of Occupancy for each of the Market Rate Units sold. The five (5) year Tax Abatement and Exemption Agreement for the land developed with residential units will be for the ultimate end user (residential purchaser) of the property to pay to the Borough commencing on the transfer of Title to the ultimate end user (residential purchaser) a payment in lieu of Taxes in accordance with the five (5) year Tax Abatement Program.

12. Sewer Connection Fees. The Redeveloper shall pay the following per unit sewer fees:

- a. Connection Fee: Six Hundred Dollars (\$600.00), exclusive of fifty percent (50%) of the Affordable Housing units and, to the extent the infrastructure exceeds the Project need, subject to credit for excess cost, under and limited by Part I, Paragraph 1.k for the excess cost;
- b. Application Fee: Ten Dollars (\$10.00);
- c. Inspection Fee: Twenty Dollars (\$20.00); and
- d. Damage Escrow: One Thousand Dollars (\$1,000.00) per connection or performance/maintenance guaranty, in lieu thereof to the Borough's sewer main, released on issuance of a Certificate of Occupancy for a unit, payable to this Redeveloper, irrespective of future transfer.

The Redeveloper shall also pay all expenses associated with any upgrades to the Borough sewer infrastructure, including pump stations necessitated by the Project.

13. Homeowner's Association. The Redeveloper (or Designated Home Builder, "DHB") shall establish a Homeowner's Association (the "Association") for the care and maintenance of all common areas, open space, dumpster areas, storm water management basins, buffer areas and site improvements for the Project. The Association's governing documents shall include the care, maintenance, repair and replacement to internal roadways, sidewalks, curbs and utility infrastructure serving the Project except with regard to already existing municipal roadways and utility infrastructure and the Association shall also be responsible for trash removal, with snow removal and leaf collection without reimbursement under any Applicable Law. The Redeveloper or DHB shall prepare a Point of Sale Disclosure notice to all prospective owners with respect to these obligations and responsibilities of the Association. The Association's governing documents, including but not limited to the Homeowners' Association (HOA) documents, shall restrict, to the extent legally permissible, the use of the units to owner-occupants (excepting Affordable units). Redeveloper or DHB shall submit a copy of the governing documents, including the Master Deed, Point of Sale Disclosures and other such documents to the Borough for its review for conformance to the requirements of this Section prior to the filing of same. No Certificate of Completion shall be issued unless and until the Association has been created in accordance with this Section and all Applicable Law, excepting a Certificate of Completion shall issue as to Phase 1 infrastructure on completion, with the possible condition of final road coat.

14. Project Oversight.

a. Progress Meetings. Redeveloper shall attend and participate in quarterly progress meetings with the Borough to report on the status of the Project and to review the progress under the Project Schedule. Borough shall give Redeveloper fifteen (15) days advance written Notice of such meetings. The meetings shall be held at the Property or other convenient location in the Borough. The agenda for the meeting shall include, but not be limited to, a status report with regard to property acquisition, Governmental Approval submissions and approvals, financial commitments, construction of Project Improvements, compliance with the Redevelopment Plan and activities concerning marketing and sales. At the meeting, this information will be evaluated by the Borough to determine compliance with the terms and conditions of this Redevelopment Agreement and the Project Schedule. The Borough shall have the right at all reasonable times upon reasonable Notice to inspect the books and records of Redeveloper relative to the Project.

b. Progress Report. The Redeveloper shall submit to the Borough a detailed quarterly written progress report ("Progress Report") (or more frequent Progress Reports, if requested by Borough) which shall include a description of activities completed, the activities to be undertaken prior to the next quarterly Progress Report, the status of all Governmental Approvals, an explanation of each activity, if any, which is showing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and the Completion Date.

c. Access to Property. If reasonably determined to be necessary by the Borough, the Borough or its authorized representatives shall have the right from time to time without Notice to Redeveloper to enter the Property to inspect the site and any and all work in progress for the purpose of furthering its interest in this Redevelopment Agreement; provided, however, that the Borough acknowledges hereby that the Property will be an active construction site and the Redeveloper shall not be liable or responsible to the Borough, its employees or agents for injury to person or property sustained in connection with such inspections except to the extent that the Redeveloper violates the standard of due care owed to invitees. Where the Borough's activities are of such a nature that might significantly affect the Redeveloper's use of the Property or the Project Improvements, the Borough shall give five (5) days' prior Notice of the Borough's intent to access the Property and/or the Project Improvements; provided, however, that in the event of an emergency, Notice may be given at such time as reasonably practicable, including Notice subsequent to the Borough's entry. Such entrance shall be for informational purposes and shall not relieve the Redeveloper from its obligation to implement the Project in accordance with this Redevelopment Agreement. In no event shall the Borough's inspection of the Project be deemed acceptance of the work or be deemed to waive any right the Borough has under this Redevelopment Agreement.

15. Financial Obligations.

a. Redeveloper's Financial Commitment. The Redeveloper represents and warrants that it has obtained or can obtain and will commit the requisite equity in an amount necessary to implement and complete the Project, subject to obtaining all necessary financing.

b. Project Costs. All costs of implementing and completing the Project, (collectively, the “Project Costs”) shall be borne by the Redeveloper.

c. Administrative Fee. The Redeveloper shall make a one (1) time payment of an Administrative Fee in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) payable upon the obtaining of a construction permit for the first phase of any construction at the Project Site. This Administrative Fee is separate and distinct from any Escrow or any other payment under this Redevelopment Agreement or any Financial Agreement(s).

d. Governmental Approval Fees. The Redeveloper shall pay all fees for permits required by the Borough and any other Governmental Body for the construction and development of the Project. The Redeveloper shall maintain separate escrow accounts with the Borough for (i) land use approvals; (ii) site improvements; and (iii) construction of the Project. The Redeveloper shall be required to post performance guarantees as required by the Municipal Land Use Law.

e. Borough Declaration of Event of Default. The Redeveloper’s performance of its obligations under this Section shall not, however, limit the rights of the Borough to declare the occurrence of an Event of Default hereunder in accordance with the terms hereof.

f. Sewer and Water Connection Fees. The Redeveloper shall be responsible for and pay (a) any and all sewer and water connection fees due to Camden County, New Jersey for sewer and water connections for the Project, and (b) any and all sewer and water connection fees due to the Borough, excluding fifty percent (50%) of the Affordable units, for sewer and water connections for the Project. Such fees shall be due and payable at or before issuance of building permits for the Project, subject to setoffs/credits for excess capacity and reimbursements for infrastructure serving others in the future receiving benefit addition to the Project, per Part I, Paragraph 1.k exclusion/limitation.

16. Indemnification; Insurance

a. Indemnity.

(1) Redeveloper covenants and agrees, at its sole expense, to pay and to indemnify, protect, defend and hold the Borough Indemnified Parties (except where liability attaches or is alleged against the Borough Indemnified Parties as the result of gross negligence or willful misconduct or sole negligence by or on behalf of the Borough Indemnified Parties) harmless from and against all liability, losses, damages, demands, costs, claims, actions, or expenses (including attorneys’ fees, disbursements, and court costs) of every kind, character and nature arising out of, resulting from or in any way connected with the acquisition, condemnation, condition, use, possession, conduct, management, planning, design, construction, installation, financing, marketing, leasing or sale of the Property or the Project, including but not limited to, the death of any person or any accident, injury, loss, and damage whatsoever caused to any person or to the property of any person that

shall occur on the Property and that, with respect to any of the foregoing, are related to or resulting from any negligence or willful misconduct of Redeveloper, its agents, servants, employees, or contractors.

(2) With respect to any interest in the Property or Project Improvements acquired by Redeveloper, Redeveloper shall defend, protect, indemnify and hold harmless the Borough Indemnified Parties (except where liability attaches or is alleged against the Borough Indemnified Parties as the result of gross negligence or willful misconduct or sole negligence by or on behalf of the Borough Indemnified Parties), from any claims, liability, injury, damages, costs, claims, actions and expenses (including, without limiting the generality of the foregoing, the cost of any required investigation and remediation of any environmental conditions, and the cost of attorneys' fees) which may be sustained as the result of any environmental conditions on, in, under or migrating to or from the Property or the Project Improvements, to the extent any such liability attaches to the Borough Indemnified Parties as a result of this Redevelopment Agreement or activities performed by Redeveloper or its contractors pursuant to this Redevelopment Agreement, including without limitation claims against the Borough Indemnified Parties by any third party (the "Environmental Indemnity").

(3) In any situation in which the Borough Indemnified Parties are entitled to receive and desire defense and/or indemnification by the Redeveloper, the Borough Indemnified Parties shall give prompt Notice of such situation to the Redeveloper. Failure to give prompt Notice to the Redeveloper shall not relieve the Redeveloper of any liability to indemnify the Borough Indemnified Parties, unless such failure to give prompt Notice materially impairs the Redeveloper's ability to defend. Upon receipt of such Notice, the Redeveloper shall resist and defend any action or proceeding on behalf of the Borough Indemnified Parties, including the employment of counsel reasonably acceptable to the Borough Indemnified Parties, and the payment of all defense costs. The Redeveloper shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the Redeveloper or if there is a final judgment against the Redeveloper in any such action, the Redeveloper shall indemnify and hold harmless the Borough Indemnified Parties from and against any loss or liability by reason of such settlement or judgment for which the Borough Indemnified Parties are entitled to indemnification hereunder.

b. Survival of Indemnity. The provisions of this Section 16 shall survive the termination of this Redevelopment Agreement due to an Event of Default and shall run with the land and be referenced in the Declaration until such time as the Declaration is discharged; provided, however, that such indemnity shall be binding on the Redeveloper itself, each successor in interest to the Project, the Property, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successor or party shall have title to, or an interest in, or possession or occupancy of the Property, the Project Improvements or any part thereof.

c. Insurance Required.

(1) The Redeveloper shall furnish or shall cause to be furnished to the Borough certificates evidencing the existence of commercial general liability insurance coverage, insuring the Redeveloper against losses, costs, liabilities, claims, causes of action and damages for bodily injury, property damage and personal injury on the Property or related to the construction thereon, including claims made by subcontractor personnel, in the amounts approved by the Borough Solicitor. Such insurance shall include blanket contractual liability coverage. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other customary covered losses, however occasioned, occurring during the policy term, and shall be endorsed to add the Borough as an additional insured and to provide that such coverage shall be primary and that any insurance maintained by the Borough shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation against the Borough.

(2) Builder's risk insurance for the benefit of the Redeveloper (subject to the interests of any Holder), during the term of construction, sufficient to protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism, and malicious mischief. The limits of liability will be subject to the approval of the Borough Solicitor, including items of labor and materials, whether in or adjacent to the structure(s) insured, connected therewith, and materials in place or to be used as part of the permanent construction of the Project.

(3) The Redeveloper shall also furnish or cause to be furnished to the Borough evidence satisfactory to Borough that the Redeveloper and any contractor with whom it has contracted for the construction of the Project carries workers' compensation insurance as required by law, and an employer's liability insurance endorsement with customary limits, and shall be endorsed with a waiver of subrogation clause for the Borough.

(4) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with at least the following limits of liability: Bodily Injury Liability and Property Damage Liability - \$1,000,000 combined single limit per occurrence.

(5) All insurance policies required by this section shall be obtained from insurance companies licensed in the State and rated at least an "A" in Best's Insurance Guide. All insurance policies required hereunder shall be kept in force until a final Certificate of Completion is issued.

(6) All insurance policies required by this Section shall be non-assessable and shall contain language to the effect that (1) the policies are primary and noncontributing with any insurance that may be carried by the Borough, (2) the policies cannot be canceled or materially changed except after ten (10) days prior

written Notice by the insurer to the Borough, and (3) the Borough shall not be liable for any premiums or assessments. All such insurance shall have deductibility limits reasonably satisfactory to the Borough.

17. Miscellaneous.

a. Notices. Formal notices, demands and communications between the Borough and Redeveloper shall be deemed sufficiently transmitted if dispatched to the addresses set forth below, by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt. Redeveloper shall be responsible for providing whatever notices it receives from the Borough to Redeveloper's successors or assignees, where applicable. Notices may also be sent by a commercial overnight delivery service with package tracking capability and for which proof of delivery is available. Notices, demands and communications shall be sent as follows:

If to Redeveloper:

Name: Stratwin, LLC
Address: 21 Route 31 North, #B5B
Pennington, New Jersey 08534
Attn: Michael Weisberg, President
E-mail:
Phone:
Fax:

Copies to: Freeman & Mintz, P.A.
34 Tanner Street
Haddonfield, New Jersey 08033
Attn: Robert D. Mintz, Esquire
E-mail: bob@freemanandmintzpa.com
Phone: 856-795-1237
Fax: 856-795-4620

If to Borough:

Name: Borough of Stratford
Address: 307 Union Avenue
Stratford, New Jersey 08084
Attn: Chris Conroy, Borough Administrator
E-mail: chrisconroy@stratfordnj.org
Phone: 856-783-0600
Fax: 856-783-7949

Copies to:
Name: Platt & Riso, P.C.
Address: 40 Berlin Avenue
Stratford, New Jersey 08084
Attn: Stuart A. Platt, Esquire
E-mail: platt@prlawoffice.com
Phone: 856-784-8500 ext. 10
Fax: 856-784-8050

b. Brokerage Commissions. The Borough and Redeveloper each represent to the other that no real estate broker initiated, assisted, negotiated or consummated this Redevelopment Agreement as broker, agent, or otherwise acting on behalf of either the Borough or Redeveloper and each Party shall indemnify and hold the other harmless from any claims of a commission claimed through it.

c. No Consideration for Redevelopment Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration

in connection with obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys retained by Redeveloper. Redeveloper further warrants it has not paid or incurred any obligation to pay, and will not pay, any officer, official, agent or representative of the Borough, any money or other consideration for or in connection with this Redevelopment Agreement or this Project.

d. Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit any successors and assigns of the Parties hereto.

e. Exhibits. The Exhibits attached hereto and/or referred to in this Redevelopment Agreement, shall be incorporated herein as though set forth in full.

f. Titles of Articles and Paragraphs. The titles of the Articles and Paragraphs of this Redevelopment Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any Agreement provisions.

g. Severability. If any term or provision of this Redevelopment Agreement or the application thereof shall, to any extent, be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement shall not be affected thereby, and each remaining term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.

h. Enforcement by the Borough. It is intended and agreed that the Borough and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth by the Redeveloper in this Redevelopment Agreement. Such agreements and covenants shall run in favor of the Borough for the period set forth in Paragraph 4 of this Redevelopment Agreement. The Borough shall have the right, in the event of any breach of any such agreement or covenant, to exercise all rights and remedies set forth in Paragraph 10 hereof.

i. Enforcement by Redeveloper. It is intended and agreed that Redeveloper and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth by the Borough in this Redevelopment Agreement. Such agreements and covenants shall run in favor of Redeveloper for the period set forth in Paragraph 4 of this Redevelopment Agreement. Redeveloper shall have the right, in the event of any breach of such agreement or covenant, to exercise the rights and remedies set forth in Paragraph 10 hereof.

j. Modification of Redevelopment Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and executed by both Parties.

k. Execution of Counterparts. This Redevelopment Agreement may be executed in one or more counterparts and such counterparts shall constitute one and the same instrument.

- l. Drafting Ambiguities; Interpretation. In interpreting any provisions of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for the Redeveloper drafted the initial proposed Redevelopment Agreement, each Party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and to contribute to the final form of same.
- m. Time Period for Notices. All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.
- n. Conflict of Interest. No official, officer, or employee of the Borough shall have any direct interest in this Redevelopment Agreement, nor participate in any decision relating to the Redevelopment Agreement where prohibited by law.
- o. Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the applicable laws of the State of New Jersey. Any legal action undertaken to enforce this Redevelopment Agreement shall be filed with the Superior Court of New Jersey, Camden County.
- p. Withholding of Approvals. All approvals, consents and acceptances required to be given or made by either Party hereunder to implement the Project shall not be unreasonably withheld or delayed, unless specifically stated otherwise herein.
- q. Rights Cumulative. All rights and remedies herein or granted to the Parties are cumulative, non-exclusive and in addition to any and all rights and remedies that the Parties may have or be given by reason of any law, statute, ordinance or otherwise.
- r. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties hereto and shall supersede all negotiations, agreements and understandings, written or oral, formal or informal, between the Parties with respect to the Project Site, the Property or the Project, except as may otherwise be provided herein, and any prior agreements are deemed to be merged herein.
- s. No Other Reliance. Each Party represents by execution of this Redevelopment Agreement that it has not relied upon any representations, oral or otherwise, of the other Party or its officers, officials, agents, affiliates, employees or representatives, except for those representations explicitly set forth in this Redevelopment Agreement.
- t. Term. Unless otherwise terminated as provided herein, this Redevelopment Agreement shall remain in full force and effect from the Effective Date hereof until issuance of a final Certificate(s) of Occupancy for the Project, and receipt of all payments required of the Redeveloper have been received by the Borough, subject to any survival as set forth in this Agreement, unless the Parties agree in writing to terminate the Agreement, or it terminates by operation of law.

u. Calculation of Time. Whenever in this Redevelopment Agreement a period of time is stated as a number of days, it shall be construed to mean calendar days; provided, however, that when any period of time so stated would end on a Saturday, Sunday or legal holiday, such period shall be deemed to end on the next day following that which is not a Saturday, Sunday or legal holiday.

v. No Contributions. Redeveloper has not made any contributions to the Borough, nor to its officials, that would cause a violation of ethics law, pay-to-play practices, or similar laws.

w. Project Names. The Borough and Redeveloper have consulted and agreed upon a name for the Project, which shall be known as Stratford Towns. In the event that either party wishes to change said name, the parties shall consult with one another, but the name shall not be changed except by mutual agreement of the parties.

x. Interaction. Borough and the Redeveloper shall interact with each other in all appropriate respects and shall use their best efforts to effectuate the purposes of this Agreement.

y. Challenges. In the event any proceeding is commenced by any third party challenging the validity of this Agreement, Redevelopment approvals, remediation, designation of Redeveloper as the “Redeveloper,” or any aspect of the Borough’s Redevelopment Plan as it pertains to the Property to be redeveloped or acquired by Redeveloper, the Parties shall interact as appropriate and lawful in defending such action or proceeding, but each Party shall be responsible to pay for its own costs and legal fees associated with such defense.

z. No Joint Venture. Nothing contained herein shall be construed as making the Borough and Redeveloper partners, joint ventures or agents of each other. The parties have no relationship to each other except as Redevelopment Entity and Redeveloper for the Project. However, the Borough reserves the discretion to allow Redeveloper to form a Joint Venture with another Redeveloper(s) of the Property, upon prior written permission by the Borough, which Co-Redeveloper would first be required to execute a Redevelopment Agreement with the Borough.

aa. Survival of Covenants. Each covenant and agreement contained herein shall survive any closing(s) of title, until issuance of a final Certificate(s) of Occupancy for all of the buildings in the Project.

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

(1) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Redevelopment Agreement, shall refer to this Redevelopment Agreement.

(2) Words importing a particular gender mean and include correlative words of the other gender.

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

(4) Any headings preceding the texts of the several Articles and Paragraphs of this Redevelopment Agreement shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(5) Unless otherwise indicated, any fees, costs and/or expenses shall be required to be customary and reasonable.

cc. Mortgage Financing.

(1) The Redeveloper, or its successor in interest, may notify the Borough in advance of any such financing secured by a mortgage or other lien instrument which it proposes to enter into with respect to the Project or any Phase thereof, (the mortgagee thereunder, a "Holder"). If any Holder is required to foreclose against any lien it has with respect to the Project, or any Phase thereof, as applicable (as a result of a default by the Redeveloper under any agreements executed by the Redeveloper), the Borough agrees to forebear from the enforcement of any remedies provided under this Redevelopment Agreement that it may have against the Redeveloper in order to permit such Holder to assume the Obligations of the Redeveloper under this Redevelopment Agreement, provided, however, that the Borough shall not be obligated to forebear from the exercise of any remedies available to it against the Redeveloper if such forbearance will result (or may result, in the reasonable judgment of the Borough) in a waiver of the Borough's rights under this Redevelopment Agreement or a material and adverse effect on the Borough's rights or performance obligations hereunder or any material increase in the Borough's financial obligations hereunder.

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

(3) If a Holder forecloses its mortgage secured by the Project or any Phase thereof, or takes title (in its name or the name of an affiliate) to the Project or any Phase

thereof by deed-in-lieu of foreclosure or similar transaction (collectively a "Foreclosure"), the Holder or its affiliate shall have the option to either (i) sell the Project or Phase thereof, as applicable, to a responsible Person reasonably acceptable to the Borough, which Person shall expressly assume the obligations of the Redeveloper under this Redevelopment Agreement, and/or (ii) itself, or its affiliate, expressly assume the obligations of the Redeveloper under this Redevelopment Agreement. In the event of a Foreclosure, and provided the Holder or the Purchaser is in compliance with this Redevelopment Agreement, the Borough shall not seek to enforce against the Holder or purchaser of such parcel any of the remedies available to the Borough, pursuant to the terms of this Redevelopment Agreement available in connection with the events preceding the Foreclosure. The Holder, or the entity assuming the obligations of the Redeveloper as to the parcel affected by such Foreclosure or sale, in that event must agree to complete the Project or applicable Phase thereof as per this Redevelopment Agreement, but subject to reasonable extensions, and shall submit evidence reasonably satisfactory to the Borough that it has the qualifications and financial ability to perform such obligations. Any such Holder, or other entity assuming such obligations of the Redeveloper, properly completing the Project or Phase thereof shall be entitled, upon written request made to the Borough, to a Certificate of Completion. Nothing in this Redevelopment Agreement shall be construed or deemed to permit or to authorize any Holder, or such other entity assuming such obligations of the Redeveloper, to devote the Property, or any part thereof, to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Redevelopment Agreement. The Holder or such other entity that assumes the obligations of the Redeveloper shall be entitled to develop the Project or applicable Phase thereof in accordance herewith.

(4) The Borough shall reasonably cooperate with a Holder to modify the provisions of this Redevelopment Agreement if reasonably requested by Holder or a proposed Holder, provided, however, that such modifications shall not substantially reduce the rights or increase the responsibilities of the Borough hereunder.

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

Witness or Attest:

STRATWIN, LLC

Name: Michael Weisberg
Title: President

Witness or Attest:

BOROUGH OF STRATFORD

Name: Josh Keenan
Title: Mayor

Witness or Attest:

**BOROUGH OF STRATFORD
COUNCIL**

Name: Linda Hall
Title: Council President

RDM: 7/9/20
FILE #L22865M

EXHIBIT A
PROPERTY LEGAL DESCRIPTION



MARATHON

Engineering & Environmental Services
WWW.MARATHONCONSULTANTS.COM

METES & BOUNDS DESCRIPTION LOT 2 BLOCK 53 BOROUGH OF STRATFORD, CAMDEN COUNTY, NEW JERSEY

All that certain lot, tract or parcel of land situated in the Borough of Stratford, Camden County, State of New Jersey and being further described as follows:

Beginning at a point in the southwesterly right of way line of Berlin Avenue (66.00 feet wide), said point being in the division line of Lots 1 and 2 block 53; and continuing thence:

1. S 56°31'27" E along the said line of Berlin Avenue, a distance of 375.33 feet to a point in the division line of Lots 2 and 3 Block 53; thence
2. S 33°28'33" W along the said division line, a distance of 250.00 feet to a point in the division line of Lots 2 and 4 Block 53; thence
3. N 56°31'27" W along the said line and continuing along the common division line between Lot 2 and Hunt Avenue and Lot 6 Block 53, a distance of 375.33 feet to a point in the division line of Lots 2 and 1 Block 53; thence
4. N 33°28'33" E along the said line, a distance of 250.00 feet to the point and place of beginning.

Containing 2.154 acres (93,832.5 square feet) of land more or less.

Being Lot 2 Block 53 as shown on plan titled "BOUNDARY & TOPOGRAPHIC SURVEY, Sheet 9 Block 53 Lots 2, 3 & 6, 110 & 124 Berlin Road, Borough of Stratford, Camden County, New Jersey," prepared by Marathon Engineering & Environmental Services, dated May 7, 2018; and revised to September 27, 2018.

Steven F. Mervine, P.L.S.
Professional Land Surveyor
New Jersey License No. 30743

9/27/2018
Date

P:\WSB00102 Stratford\2018.09.27 WSB001.02 Lot 2 M & B.docx

553 BECKETT ROAD ▲ SUITE 608 ▲ SWEDESBORO ▲ NEW JERSEY 08085
TEL. (856) 241-9705 ▲ FAX (856) 241-9708



MARATHON

Engineering & Environmental Services
WWW.MARATHONCONSULTANTS.COM

METES & BOUNDS DESCRIPTION LOT 3 BLOCK 53 BOROUGH OF STRATFORD, CAMDEN COUNTY, NEW JERSEY

All that certain lot, tract or parcel of land situated in the Borough of Stratford, Camden County, State of New Jersey and being further described as follows:

Beginning at a point at the intersection of the southwesterly right of way line of Berlin Avenue (66.00 feet wide) with the southwesterly right of way line of Bryant Avenue (50.00 feet wide); and continuing thence:

1. S 26°06'20" E along the said line of Bryant Avenue, a distance of 125.02 feet to a point in the northwesterly right of way line of Bishop Terrace Avenue (50.00 feet wide, unimproved); thence
2. S 62°54'17" W along the said line, a distance of 305.60 feet to a point in the division line of Lots 3 and 4 Block 53; thence
3. N 27°05'43" W along the said line, a distance of 192.58 feet to a point in the division line of Lots 3 and 2 Block 53; thence
4. N 33°28'33" E along the said line, a distance of 234.84 feet to a point in the the aforesaid line of Berlin Avenue; thence
5. S 56°31'27" E along the said line, a distance of 210.08 feet to the point and place of beginning.

Containing 1.685 acres (73,403.3 square feet) of land more or less.

Being Lot 3 Block 53 as shown on plan titled "BOUNDARY & TOPOGRAPHIC SURVEY, Sheet 9 Block 53 Lots 2, 3 & 6, 110 & 124 Berlin Road, Borough of Stratford, Camden County, New Jersey," prepared by Marathon Engineering & Environmental Services, dated May 7, 2018; and revised to September 27, 2018.

Steven F. Mervine, P.L.S.
Professional Land Surveyor
New Jersey License No. 30743

9/27/2018
Date

P:\WSB00102 Stratford\2018.09.27 WSB001.02 Lot 3 M & B.docx

553 BECKETT ROAD ▲ SUITE 608 ▲ SWEDSBORO ▲ NEW JERSEY 08085
TEL. (856) 241-9705 ▲ FAX (856) 241-9709



MARATHON

Engineering & Environmental Services
WWW.MARATHONCONSULTANTS.COM

METES & BOUNDS DESCRIPTION LOT 6 BLOCK 53 BOROUGH OF STRATFORD, CAMDEN COUNTY, NEW JERSEY

All that certain lot, tract or parcel of land situated in the Borough of Stratford, Camden County, State of New Jersey and being further described as follows:

Beginning at a point in the northwesterly right of way line of Hunt Avenue (50.00 feet wide) said point being in the division line of Lots 6 and 2 Block 53; and continuing thence:

1. S 62°54'17" W along the said line of Hunt Avenue, a distance of 122.00 feet to a point in the northeasterly right of way line of Coolidge Avenue (50.00 feet wide); thence
2. N 27°05'43" W along the said line, a distance of 210.69 feet to a point in the division line of Lots 6 and 1 Block 53; thence
3. N 33°28'33" E along the said line, a distance of 2.74 feet to a point in the division line of Lots 6 and 2 Block 53; thence
4. S 56°31'27" E along the said line, a distance of 243.45 feet to the point and place of beginning.

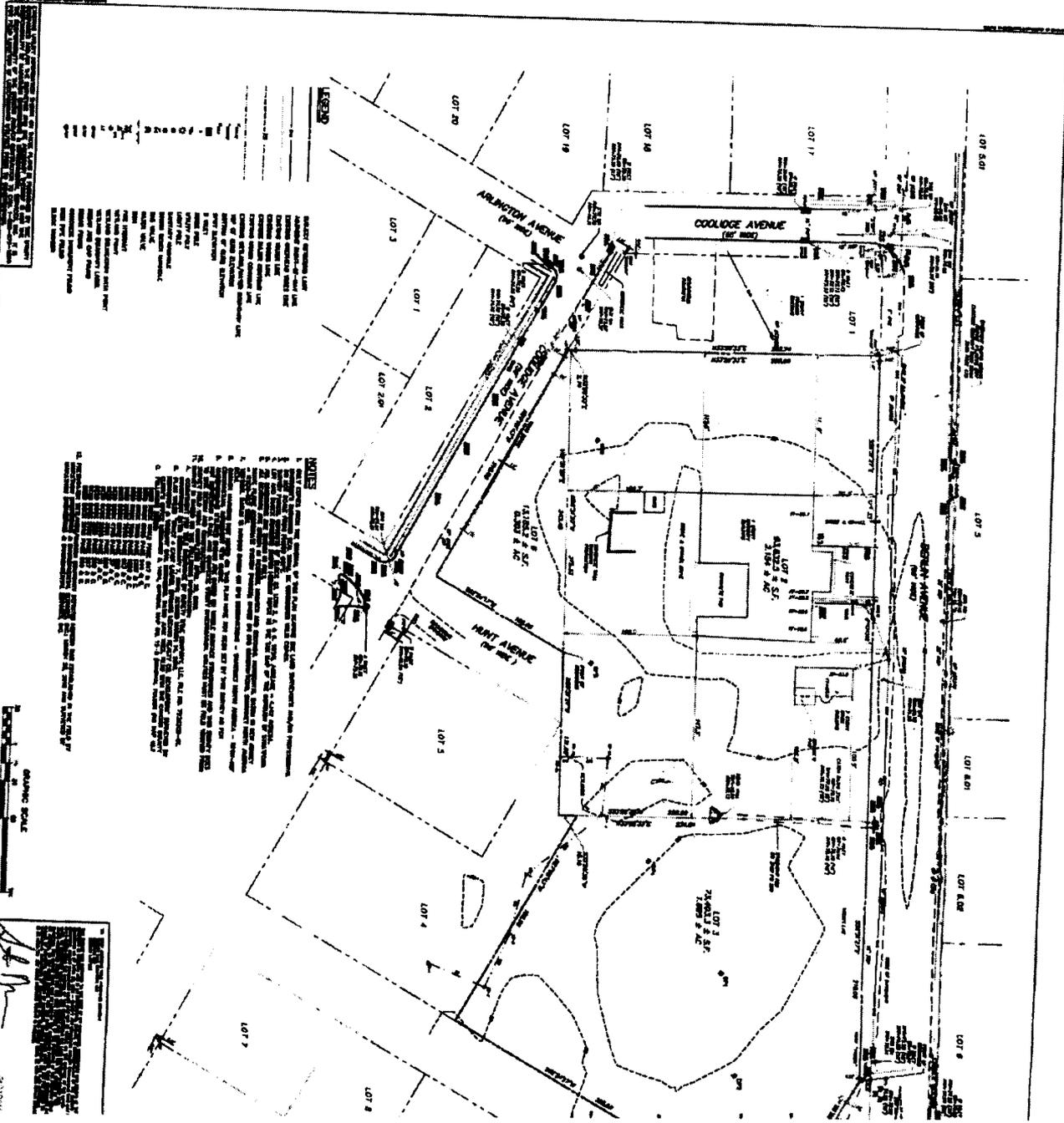
Containing 0.303 acre (13,185.2 square feet) of land more or less.

Being Lot 6 Block 53 as shown on plan titled "BOUNDARY & TOPOGRAPHIC SURVEY, Sheet 9 Block 53 Lots 2, 3 & 6, 110 & 124 Berlin Road, Borough of Stratford, Camden County, New Jersey," prepared by Marathon Engineering & Environmental Services, dated May 7, 2018; and revised to September 27, 2018.

Steven F. Mervine, P.L.S.
Professional Land Surveyor
New Jersey License No. 30743

9/27/2018
Date

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LEGEND

- - - - - Dashed line: Proposed boundary of lot
 - - - - - Dotted line: Proposed boundary of building
 - - - - - Solid line: Proposed boundary of driveway
 - - - - - Solid line: Proposed boundary of sidewalk
 - - - - - Solid line: Proposed boundary of curb
 - - - - - Solid line: Proposed boundary of walkway
 - - - - - Solid line: Proposed boundary of patio
 - - - - - Solid line: Proposed boundary of terrace
 - - - - - Solid line: Proposed boundary of porch
 - - - - - Solid line: Proposed boundary of balcony
 - - - - - Solid line: Proposed boundary of stairs
 - - - - - Solid line: Proposed boundary of foundation
 - - - - - Solid line: Proposed boundary of slab
 - - - - - Solid line: Proposed boundary of wall
 - - - - - Solid line: Proposed boundary of column
 - - - - - Solid line: Proposed boundary of beam
 - - - - - Solid line: Proposed boundary of joist
 - - - - - Solid line: Proposed boundary of truss
 - - - - - Solid line: Proposed boundary of roof
 - - - - - Solid line: Proposed boundary of floor
 - - - - - Solid line: Proposed boundary of ceiling
 - - - - - Solid line: Proposed boundary of partition
 - - - - - Solid line: Proposed boundary of curtain wall
 - - - - - Solid line: Proposed boundary of glass curtain wall
 - - - - - Solid line: Proposed boundary of glass door
 - - - - - Solid line: Proposed boundary of glass window
 - - - - - Solid line: Proposed boundary of glass skylight
 - - - - - Solid line: Proposed boundary of glass balcony
 - - - - - Solid line: Proposed boundary of glass terrace
 - - - - - Solid line: Proposed boundary of glass porch
 - - - - - Solid line: Proposed boundary of glass patio

NOTES

1. THE PROPOSED LOTS AND BUILDING FOOTPRINTS SHOWN ON THIS PLAN ARE SUBJECT TO THE APPROVAL OF THE LOCAL PLANNING COMMISSION AND THE BOARD OF SUPERVISORS OF THE COUNTY OF ALBANY, NEW YORK.

2. THE PROPOSED LOTS AND BUILDING FOOTPRINTS SHOWN ON THIS PLAN ARE SUBJECT TO THE APPROVAL OF THE LOCAL PLANNING COMMISSION AND THE BOARD OF SUPERVISORS OF THE COUNTY OF ALBANY, NEW YORK.

3. THE PROPOSED LOTS AND BUILDING FOOTPRINTS SHOWN ON THIS PLAN ARE SUBJECT TO THE APPROVAL OF THE LOCAL PLANNING COMMISSION AND THE BOARD OF SUPERVISORS OF THE COUNTY OF ALBANY, NEW YORK.

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10. THE PROPOSED LOTS AND BUILDING FOOTPRINTS SHOWN ON THIS PLAN ARE SUBJECT TO THE APPROVAL OF THE LOCAL PLANNING COMMISSION AND THE BOARD OF SUPERVISORS OF THE COUNTY OF ALBANY, NEW YORK.



STEVEN J. MARSHALL, P.L.S.

201/222

201/222

EXHIBIT B
REDEVELOPMENT PLAN

Redevelopment Plan Area
Berlin Road (C.R. #702)
Block 53, Lot(s) 1, 2, 3, 4, 5 & 6

Berlin Road Redevelopment Plan

*Borough of Stratford
New Jersey*



November 2019

As Recommended by the Joint Land Use
Board:

DATE

Adopted by the Governing Body:

DATE



Berlin Road Redevelopment Plan

Redevelopment Plan Area
Block 53, Lot(s) 1, 2, 3, 4, 5 & 6
Borough of Stratford
Camden County, New Jersey

Prepared by:



Pamela J. Pellegrini, PE, PP, CME

NJ License #33LI00583600

MC Project No. SFB001



The original of this report was signed and sealed in accordance with NJAC 13:41-1.36

ACKNOWLEDGEMENTS – BOROUGH OF STRATFORD

MAYOR

Josh Keenan

BOROUGH COUNCIL

Tina Lomanno, President

Pat Green

Frank Hartman

Linda Hall

Pat Gilligan

Tom Collins

JOINT LAND USE BOARD

Josh Keenan, Mayor

Frank Hartman, Councilman

Anthony Santora, Chairman

Michael Mancini, Vice Chairman

Ronald Morello

John D. Keenan, Jr.

Paul McGovern

Rich St. Maur

Michael Goldin

S. Tadd Koseniewski

Tim Hall, Alternate #1

Leo Mount, Jr., Alternate #2

Sharon McCart, Administrative Officer/Secretary

JOINT LAND USE BOARD SOLICITOR

Matthew B. Wieliczko, Esq., Zeller & Wieliczko

JOINT LAND USE BOARD ENGINEER

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Anthony DiRosa, PE, PLS, CME, Bach Associates

BOROUGH PLANNER

Pamela J. Pellegrini, PE, PP, CME, Maser Consulting P.A.

BOROUGH ENGINEER

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

BOROUGH SOLICITOR

Stuart A. Platt, Esq., Platt & Riso, P.C.

ACTING BOROUGH CLERK

Michaela Bosler

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APPENDIX

A. Authorizing Resolutions

Figures

1. Regional Context Map
2. Tax Map
3. Existing Zoning Map

1. INTRODUCTION

The properties within the Redevelopment Area being Block 53, Lot(s) 1, 2, 3, 4, 5 & 6 were designated by Borough Council as a Non-Condemnation Area in Need of Redevelopment in accordance with Resolution 2018-174 on September 11, 2018. The redevelopment area encompasses entire Block 53 which is presently commercially zoned and situate at the northeast end of the Borough along Berlin Road (C.R. #702) between Arlington and Bryant Avenues.

In order to revitalize existing conditions suggestive of economic and physical deterioration and facilitate the full potential of future development within Stratford Borough, Council intends to enhance opportunities for redevelopment of the designated properties by utilizing redevelopment planning tools provided under *N.J.S.A. 40A:12A-1, et seq.* and provide the planning framework for redevelopment while being responsive to new growth demands and ever-changing market conditions. The Borough's Redevelopment Plan will enable the Borough to be proactive in implementing a coordinated land use plan to allow the opportunity for redevelopment investment and much needed improvement at a gateway to their community.

2. REQUIRED REDEVELOPMENT PLAN ELEMENTS

Pursuant to Section 40A:12A-7(a) of the New Jersey Local Redevelopment and Housing Law (LRHL), redevelopment plans shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate:

1. The plan relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
2. Proposed land uses and building requirements in the project area.
3. Adequate provisions for the temporary and permanent relocation, as necessary, of residents in the project area.
4. An identification of any property within the redevelopment area, which is proposed to be acquired in accordance with the redevelopment plan.
5. Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities; (b) the master plan of the county in which the municipality is located; (c) the State Development and redevelopment plan adopted pursuant to the "State Planning Act", P.L. 1985, c398 (C.52:18A-196 et al.)
6. A housing inventory of all affordable housing units to be removed.
7. A plan for replacement of any affordable housing removed pursuant to the redevelopment plan.

Pursuant to Section 40A:12A-7(b), a redevelopment plan may include the provision of affordable housing in accordance with the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.) and the housing element of the municipal master plan

Pursuant to Section 40A:12A-7(c), a redevelopment plan shall include a description of the plan relationship to pertinent municipal development regulations as defined in the "Municipal Land Use Law" (MLUL). The plan shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the redevelopment area.

Pursuant to Section 40A:12A-7(d), all provisions of the redevelopment plan shall be either substantially consistent with the municipal Master Plan or designed to effectuate the Master Plan.

Pursuant to Section 40A:12A-7(e), prior to the adoption of a redevelopment plan, or revision or amendment thereto, the planning board shall transmit to the governing body, within 45 days after referral, a report containing its recommendation concerning the redevelopment plan. This report shall include an identification of any provisions in the proposed redevelopment plan which are inconsistent with the master plan and recommendations concerning these inconsistencies and any other matters as the board deems appropriate. The governing body, when considering the adoption of a redevelopment plan or revision or amendment thereof, shall review the report of the planning board and may approve or disapprove or change any recommendation by a vote of a majority of its full authorized membership and shall record in its minutes the reasons for not following the recommendations. Failure of the planning board to transmit its report within the required 45 days shall relieve the governing body from the requirements of this subsection with regard to the pertinent proposed redevelopment plan or revision or amendment thereof. Nothing in this subsection shall diminish the applicability of the provisions of subsection d. of this section with respect to any redevelopment plan or revision or amendment thereof.

3. REDEVELOPMENT AREA

3.1. AREA DESCRIPTION

The Redevelopment Area is comprised of the parcels identified below which were deemed in need of redevelopment by the governing body. The parcels were chosen for their proximity and ability to contribute to revitalization along a major corridor at a gateway to the Borough.

Block	Lot	Acres	Address
53	1	0.40	102 Berlin Road
53	2	2.15	110 Berlin Road
53	3	1.69	124 Berlin Road
53	4	0.71	Coolidge Avenue
53	5	0.44	104 Hunt Avenue
53	6	0.30	Hunt Avenue

Based on the observed presence of vacant commercial property, less than fully productive land utilization, faulty site design and physical deterioration. The Borough recognized that these conditions which have existed in this area for some time in spite of available infrastructure and development zoning would benefit from a plan with accompanying standards to guide its redevelopment.

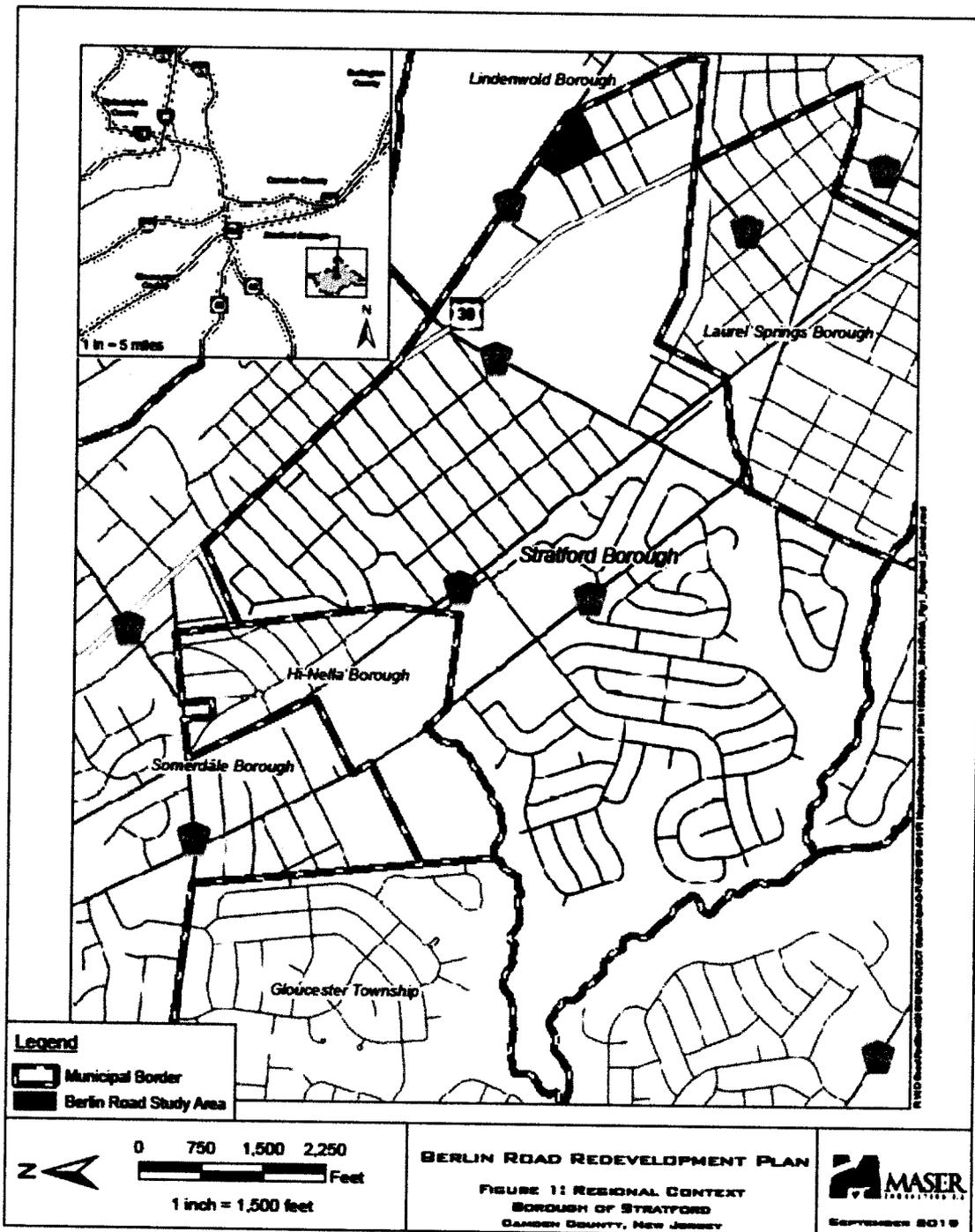


Figure 1 – Regional Context Map

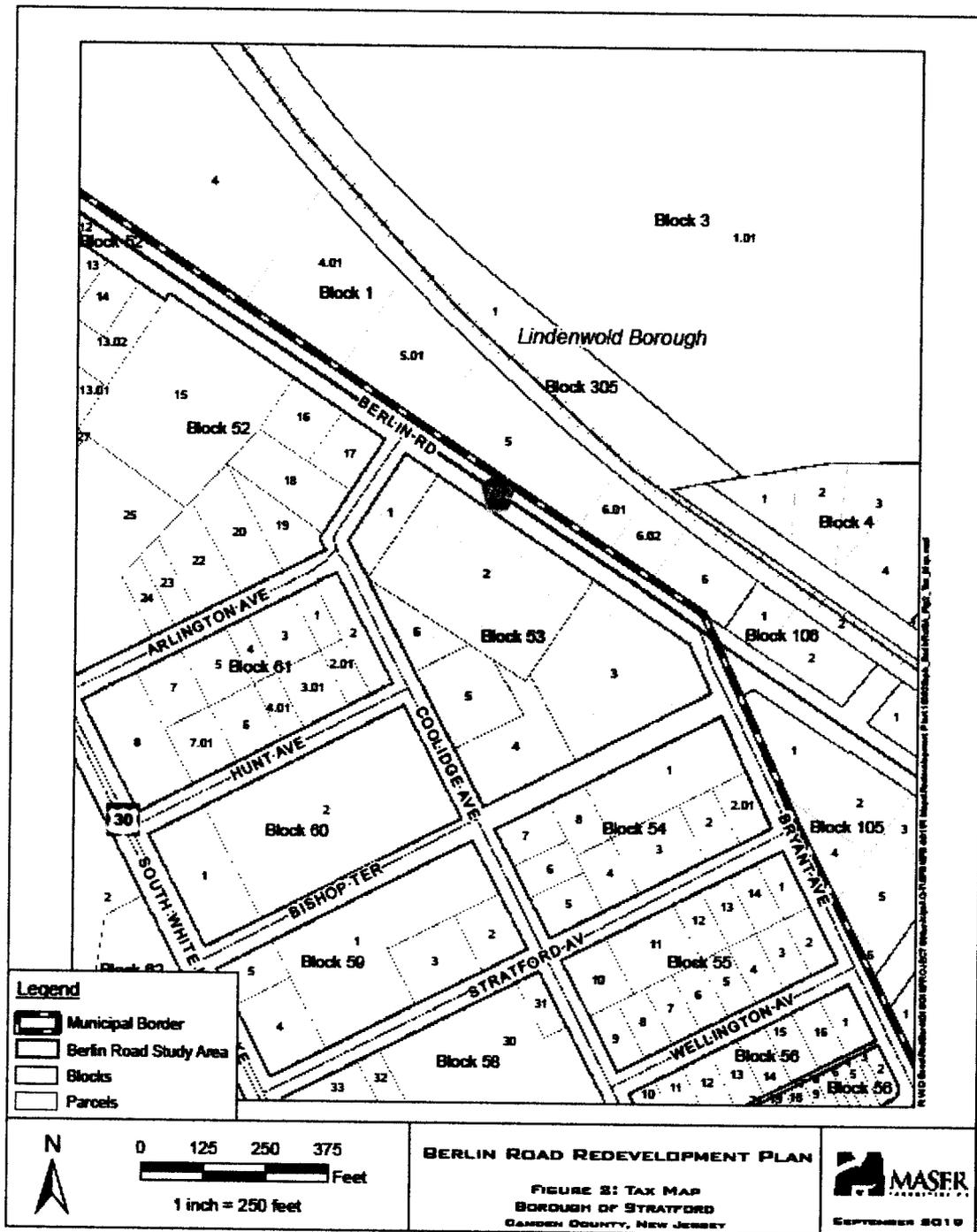
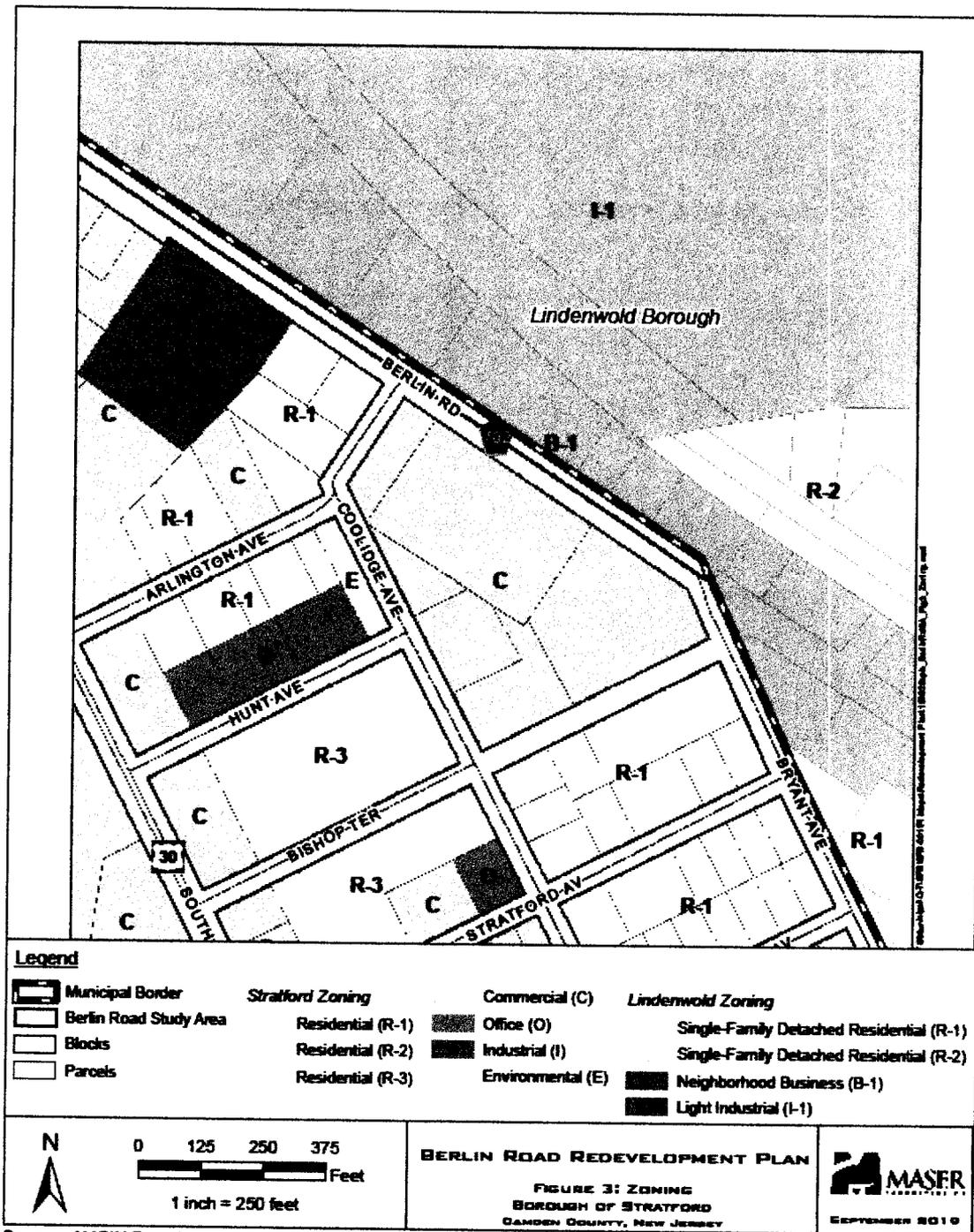


Figure 2 – Tax Map

Block 53, Lots 1-6 are located in the C, Commercial district, which is located along the Berlin Road (C.R. #702) corridor at its entrance to Stratford Borough from Lindenwold Borough. The commercial zoning covers the entirety of Block 53 between Arlington Avenue, Bryant Avenue, Bishop Terrace and Coolidge Avenue. Zoning directly across Berlin Road to the northeast is Neighborhood Business with Residential zones across from the lot(s) in question on Arlington Avenue, Coolidge Avenue, Bryant Avenue and Bishop Terrace with the exception of a public playground. This commercial district is not directly connected to any other nearby commercially zoned areas in the Borough of Stratford. The C zoning district's intended purpose is to create a zoning district for business, office, service and professional uses serving the community in which they are located.

Uses by right under C zoning include:

- A. Retail and business uses:
 - 1. Groceries, food stores and bakeries.
 - 2. Drugstores and pharmacies.
 - 3. Newspaper, periodical, stationery and tobacco stores.
 - 4. Banks.
 - 5. Funeral homes.
 - 6. Restaurants.
 - 7. Automobile repair and service stations.
 - 8. Clothing and shoe stores.
 - 9. Animal hospitals
 - 10. Amusements.
 - 11. Commercial greenhouses and nurseries.
 - 12. Shopping centers.
 - 13. Carpet, appliance and furniture sales and related uses.
- B. Service uses:
 - 1. Barber and beauty shops.
 - 2. Tailor shops, dressmakers and shoe repair.
 - 3. Dry cleaners and laundries.
 - 4. Radio and television service.
 - 5. Newspaper, periodical, stationery and tobacco stores.
- C. Office and professional uses
- D. Public and institutional uses:
 - 1. Schools, day care centers and related uses.
 - 2. Public parks and government buildings.
 - 3. Private clubs, lodges or social buildings operated for the benefit of members only, provided that said clubs do not constitute a nuisance to adjacent properties with respect to noise or hazardous traffic conditions.



Sources: NJGIN Boundaries, NJDOT Roadways, Camden County Parcels (2017), Pitman & Lindenwold Zoning Maps

Figure 3 – Existing Zoning Map

4. REDEVELOPMENT GOALS AND OBJECTIVES

The Borough recognizes that this area uniquely located along a County corridor (CR #702), at an entrance to the Borough is an underutilized asset in its current state.

The Borough's intent through redevelopment planning along with this redevelopment plan is to reform this underutilized, blighted area as well as add new life to a gateway to the Borough and support the Borough's goals for the community including:

- Preserve and protect the character of established residential neighborhoods ensuring that future growth compliments and enhances the character of the overall community. Encourage economic and employment growth in designated areas of the community thereby balancing new development and ratables with the needs of the community.
- Provide a variety of housing types that meet the housing needs and desires of the community including Stratford's fair share of affordable housing.

5. RELATIONSHIP TO OTHER PLANS

5.1 MUNICIPAL WATER PLAN

The Land Use Element of the 2006 Master Plan for the Borough of Stratford adopted by the Joint Land Use Board on September 13, 2006 and subsequent reexam in 2016 discourages blight, vacancies and further deterioration. As such, it encourages redevelopment along the NJSH 30 corridor and its surrounding area, including Berlin Road (C.R. #702), maintaining a well-balanced community in which to live, work and recreate, and enhancing the business and cultural resources of the community.

The Master Plan recognizes that areas along major arterials and adjacent to transit stations are important opportunities for redevelopment that can generate rateables, revitalize older neighborhoods and accommodate newer development patterns and growth demands. Strengthening and diversifying the composition of the Borough particularly as it relates to being transit oriented and transit friendly to capitalize on a nearby major mass transit station, known as the Lindenwold High Speed Line station, is a priority. A determination that the study area was in need of redevelopment allows the Borough to prepare this plan, take control and facilitate actions that will mitigate development impediments and further the goals of the Borough's Master Plan. Those goals are:

Goals

- Preserve and protect the character of established residential neighborhoods ensuring that future growth compliments and enhances the character of the overall community. Encourage economic and employment growth in designated areas of the community thereby balancing new development and ratables with the needs of the community.
- Provide a variety of housing types that meet the housing needs and desires of the community including Stratford's fair share of affordable housing.

A plan for redevelopment is instrumental in bringing forth the following specific land use element **objectives**:

- Maintain a balance of land uses within the Borough that encourages living, working and recreation within the community.
- Provide land use opportunities that encourage the connection of living and working within the Borough.
- Providing Stratford's regional share of affordable housing for low- and moderate-income families in concert with our affordable housing obligations.

Specifically, to be facilitated by:

- Revising the land use plan to ensure compatibility with new growth demands for housing, commercial and industrial uses within the community, reduce the stress on environmentally sensitive lands and reflect uses deemed to be in the long-term best interest of the community.
- Encouraging redevelopment along the NJSH Route 30 and Berlin Road corridor.
- Maintaining the proper balance of units with our affordable housing obligations.

5.2 PLANS OF ADJACENT COMMUNITIES

Stratford is bordered by the following contiguous municipalities – Hi-Nella, Gloucester Township, Somerdale, Laurel Springs and Lindenwold. Of these municipalities, the nearest to the Berlin Road Redevelopment Area is Lindenwold, particularly their heavily utilized PATCO Station which is directly across from the Berlin Road Redevelopment Area.

The 2017 Lindenwold Master Plan Re-examination Report indicates their Borough has remained committed to encouraging development in order to expand their tax base. To achieve this, they have approved a number of preliminary investigations for the determination of An Area in Need of Redevelopment and redevelopment plans to encourage development is underutilized areas of the Borough or in areas that need to be redeveloped. Existing areas of planned redevelopment include the Transit Village at the PATCO Lindenwold Station which although it hasn't moved forward to date, indicates a consistency with a regional desire to create supportive living and working environments around this transit hub.

5.3 CAMDEN COUNTY COMPREHENSIVE MASTER PLAN

The 2014 Comprehensive Plan and Land Use Master Plan for Camden County has as its #1 policy goal to promote growth development and redevelopment activities in suburban and urban communities where there is existing or planned infrastructure, existing population and employment clusters, and dense settlement patterns. The Berlin Road redevelopment area is located within a Camden County priority growth investment area deemed best suited for future investment in growth, development, and redevelopment. Priority growth investment areas are composed of the County's key assets and are ideal locations for meeting the County's future growth such as in transit centers. The County's policy goal #5 is to encourage active transit corridors by clustering growth, development and a vibrant mix of uses within a walkable distance of transit. The study area is within a designated County transit center

related to the Lindenwold Transit Station where growth and reinvestment primarily will be accommodated through redevelopment, infill development or renovations. Redevelopment efforts are a priority in meeting these future growth and development needs and goals. This Berlin Road redevelopment plan, as proposed, is consistent with the County's comprehensive plans, goals and objectives.

Other County goals relevant to Stratford and furthered by this redevelopment plan include:

- Goal #1** Promote growth, development and redevelopment activities in suburban and urban communities that contain existing or planned infrastructure, existing population and employment clusters and dense settlement patterns;
- Goal #6** Evolve suburban centers to become not just hubs of commerce but also walkable, mixed-use focal points of the community;
- Goal #7** Support the vitality of neighborhood main street as anchors of the local community; and
- Goal #8** Improve multi-modal conditions and land-use quality along aging strip aerial corridors.

5.1 CONNECTIONS 2045 PLAN FOR GREATER DELAWARE VALLEY

In 2013 the Delaware Valley Regional Planning Commission created a long-range plan for the future growth and development of the DVRPC region, which includes Camden County and thereby Stratford Borough. This plan, known as Connections 2040, was revised in 2017 as Connections 2045. Like Connections 2040, Connections 2045 includes land use, environmental, economic competitiveness, and transportation strategies, and puts forth a vision for investing in the transportation system.

Within the document, five Core Plan Principles are identified which are intended to guide growth: Sustain the Environment; Develop Livable Communities; Expand the Economy; Advance Equity and Foster Diversity; and Create an Integrated, Multimodal Transportation Network.

The following are relevant to this redevelopment plan.

- **Sustain the Environment.** In an effort to promote 1) the preservation of wooded and natural open space; 2) improvement of water quality; and 3) management of stormwater, the Berlin Road site, through redevelopment, will be required to adhere to DEP guidelines including wetland and stormwater management regulations.
- **Develop Livable Communities.** The 2045 plan, like the State Development and Redevelopment Plan, identifies planning areas and centers as a means by which to direct growth. The Borough of Stratford is listed as a developed community which generally have already experienced most of their population and employment growth. These areas include communities adjacent to core cities, railroad boroughs and mature suburban townships. Many of these communities are stable and thriving; however, others are struggling with population, employment losses and stagnant or declining tax bases. As such, much of the Borough's future enhancements will be through infill and redevelopment opportunities. Livable communities can be created and supported by investing in and redeveloping with a goal of enhancing community design and promoting affordable and accessible housing.

The intent of this redevelopment plan is to expand housing options in the region to meet current growth demands and ideally create a walkable and supportive living community adjacent to an active transit and commercial center.

While there is no directive specifically for Stratford in the Connections 2045 Plan, the general emphasis on "coordination across state, city, and county lines, across sectoral interests, and across the public and private sectors is essential to maintaining a broad view of the region and finding a common vision, goals, and policies" is certainly applicable.

5.5 NEW JERSEY STATE PLAN 2001 GOALS, DEVELOPMENT, AND REDEVELOPMENT PLAN

The State Planning Commission recognizes the importance of the idea of sustainable development. The State of New Jersey Development and Redevelopment Plan (SDRP) is intended to serve as a guide for public and private sector investment in New Jersey's future. The redevelopment area is located in Planning Area 1, Metropolitan Planning Area where much of the State's redevelopment is directed in order to revitalize cities and towns, promote growth in compact forms, stabilize older suburbs, redesign areas of sprawl and protect the character of existing stable communities.

The policy objectives of State Planning Area 1 include the following¹:

- Promote redevelopment and development in Cores and neighborhoods of Centers and in Nodes that have been identified through cooperative regional planning. Promote diversified land uses including housing where appropriate in single-use developments and enhance their linkages to the rest of the community.
- Provide a full range of housing choices through redevelopment, new construction, rehabilitation, adaptive reuse of non-residential buildings and the introduction of new housing into appropriate non-residential settings. Preserve the existing housing stock through maintenance, rehabilitation and flexible regulation.
- Promote economic development by encouraging strategic land assembly, site preparation and infill development, public/private partnerships and infrastructure improvements that support an identified role for the community within the regional marketplace. Encourage private sector investment through supportive government regulations, policies and programs, including tax policies and expedited proposals that support appropriate redevelopment.
- Encourage redevelopment at intensities sufficient to support transit, a broad range of uses and efficient use of infrastructure. Promote design that enhances public safety, encourages pedestrian activity and reduces dependency on the automobile.

Planning Area (PA-1) is viewed as a key area for accommodating market forces through infill and redevelopment accommodating the demand for development in an efficient way. Redevelopment planning to promote the strategic application of investment advances one

¹ 2001 State Plan, p190, 191, 192

Reference: The New Jersey State Development and Redevelopment Plan, adopted March 1, 2001

of the State Plan's primary goals which is to revitalize the State's towns and cities. This redevelopment plan is consistent with the State plan's policy objectives.

5.3 2012 DRAFT FINAL STATE STRATEGIC PLAN

The 2012 State Strategic Plan (SSP) is New Jersey's revised State Development and redevelopment plan designed to meet the statutory charges of the State Planning Act. The SSP was intended to be adopted by the State Planning Commission in November 2012 but was postponed due to Super Storm Sandy. The State Planning Commission is revising the SSP to incorporate disaster planning goals in light of Super Storm Sandy.

The overall goal of the SSP is to guide future growth by balancing development and conservation objectives best suited to meet the needs of New Jersey.

Goal 2 of the SSP is intended to focus investments and planning efforts into Priority Growth Investment Areas. Priority Growth Investment Areas include former PA-1 areas, designated areas in need of redevelopment and transit hubs.

This redevelopment plan is in alignment with this Goal of the SSP.

6. THE REDEVELOPMENT PLAN

This chapter of the redevelopment plan provides the process and land use requirements for the redevelopment of the Property.

6.1 RELATIONSHIP TO EXISTING ZONING

The land use requirements set forth in this redevelopment plan will apply as an overlay. Potential redevelopers are encouraged to utilize the overlay zoning set forth in the redevelopment plan. The use and design requirements for the Berlin Road Redevelopment Area are intended to provide a framework that encourages complete demolition and redevelopment of any project site within same. At the same time the plan permits the continued use of any legally existing structures and/or uses and any uses consistent with the uses permitted and the requirements of the underlying (existing) commercial zoning district (Section 17.24.020). Where any provision of the municipal code and the terms of this redevelopment plan conflict, this redevelopment plan shall govern.

The Official Zoning Map of the Borough of Stratford is hereby amended to incorporate the designated Redevelopment Area Overlay, which consists of the following Lots and Blocks, known as the "Berlin Road Redevelopment Area":

Block 53, Lots 1, 2, 3, 4, 5 & 6

6.2 PERMITTED USES

PRINCIPAL USE

1. For sale townhomes

ACCESSORY USES AND STRUCTURES

1. Parking in accordance with RSIS and off-street parking lots in accordance with the requirements of Section 17.68.020.
2. Signs as regulated herein and otherwise in accordance with Section 17.60.
3. Stormwater management structures and facilities as regulated in accordance with Section 17.60 and Section 16.36.150.
4. Common and open space areas to be owned and maintained by an HOA.
5. Common outdoor trash and/or recycling can enclosures for any units without garages.

6.9. OVERLAPPING REGULATORY REQUIREMENTS

- A. All development must connect to public water and sewer.
- B. A traffic study will be required and shall be submitted at the time of a proposed project's site plan application. Being Berlin Road is a County road, the same traffic study required by the County shall be provided to the Borough.
- C. Sidewalks at a minimum of 4' wide must be provided within the development to sufficiently provide pedestrian access from Berlin Road and onsite parking areas to the front entries of all units. Crosswalks shall be provided as deemed appropriate to achieve reasonable internal pedestrian connectivity. If sidewalk is located adjacent to parking, the sidewalk shall be increased to 6 feet wide or equivalent measures provided to ensure 4 foot of useable pedestrian access, i.e. parking stall bumpers.
- D. No residential driveways shall back out onto Berlin Road or Coolidge Avenue.
- E. Site requirements shall be subject to the requirements of RSIS and as set forth in Sections 17.52 and 16.36 as applicable.
- F. The architectural style of buildings shall be designed in such a manner to 1) incorporate at least 3 different building façade materials; 2) provide interesting variations to the roof lines; 3) provide decorative elements and building trim; and 4) style compatibility with surrounding uses. Any architectural window features such as bay windows, shall have a maximum projection of 2 feet. Any redeveloper shall obtain Borough Council approval of the architectural renderings prior to the filing of any land use application with the JLUB.
- G. Cantilevered decks are only permitted on the 2nd floor at the rear of a unit. Any proposed decking shall have a maximum projection of 6 feet and a maximum area of 90 square feet. A building code compliant minimum height clearance shall be maintained. Provisions for proper drainage are also required.
- H. Internal residential access drives shall align to the maximum extent possible with existing access drives across any adjacent public rights-of-way.

- I. No dumpsters or trash enclosures will be permitted except as otherwise specified within. All trash containers and/or recycling containers shall be stored within the attached garages and set out on internal access drives on trash day for pickup. A trash enclosure designed for individual trash cans and recycling containers only shall be provided for all residential units in which a garage is not provided.
- J. It is anticipated that some building lots will not front on a public street or right-of-way due to the limited anticipated buildable area for this area as a result of extensive wetlands and wetland buffer impacts. As such, townhome lots not fronting on a public street are permitted.

6.4 BULK REQUIREMENTS

Minimum tract area	4.0 acres
Maximum tract density	12 units/acre
Minimum "building" lot width	16 feet
Minimum "building" lot depth	67 feet
Minimum "building" lot area	1,072 square feet
Minimum "building" lot side yard	0 feet
Minimum building setback – Berlin Road ROW*	15 feet
Minimum building setback – Coolidge Ave ROW*	35 feet
Minimum building setback – tract perimeter (other)*	10 feet
Minimum setback – interior access drive*	18 feet
Minimum setback – basin lot line*	4 feet
Maximum building height	45 feet (3 stories + roof)
Minimum building separation*	20 feet
Minimum tract open space (inclusive of wetlands and wetlands buffers/exclusive of stormwater management basins)	35%
Maximum tract impervious coverage	50%
Maximum tract building coverage	20%
Maximum "building" lot impervious coverage	85%
Maximum "building" lot building coverage	65%

**Building setback shall be as measured to the foundation. Architectural window features such as 2nd floor bay windows, gables, cantilevered 2nd floor rear decks, trash can enclosures, front landings and steps are not subject to the minimum building setback.*

BUFFERS AND LANDSCAPING

1. Landscape buffers which may include a combination of vegetation and fencing shall be required between any building, structure or stormwater management basin and the perimeter of the tract unless sufficient natural buffers will be retained.

The preservation of natural wooded areas shall be an integral part of all site plans and may be calculated as part of any required buffer area, provided the growth is of a density and the area has sufficient width to serve the purpose of a buffer. Where additional plantings are necessary to establish an appropriate tone for effective buffers, said plantings may be required.

2. A minimum 10' wide landscaped screening buffer shall be provided along the basin limit adjacent to any residential units.
3. All buffer areas must be landscaped with a combination of evergreen and deciduous trees and shrubs sufficient to create a year-round buffer. Evergreens must be a minimum of 6' high at the time of planting. The landscape design and species used within the landscape buffer is subject to review and approval of the JLUB Planner. All materials shall be of a species common to the region, of nursery stock and free of insects and disease.
4. Landscaped areas within common areas owned by the HOA (other than wooded areas to be retained) must be irrigated for conventional plantings which are recommended. Otherwise, drought resistant plantings must be provided.
5. Street trees must be provided along both public rights-of-way and internal private access drives. Placement and number of required street trees to be as determined by the Planning Board. At least two (2) varieties must be incorporated with a minimum 3" caliber at time of planting.

A shade tree easement, 5' wide, shall be provided along any public street rights-of-way to allow for Borough maintenance of said trees.

6. Off-street parking areas shall include interior and perimeter landscaping, particularly adjacent to townhome unit lots and within any islands.
7. Foundation plantings shall be provided for all residential units and shall consist of a mix of evergreen and deciduous varieties of trees and shrubs and are subject to review and approval by the JLUB Planner.
8. All lot areas not covered by structures or paving shall be planted and maintained with either grass or ground cover together with plantings where required by other requirements of this plan.

FENCING

1. In addition to any required buffer landscaping, open decorative fencing (minimum 6' high) to be provided around the perimeter of the proposed residential development where, and as deemed appropriate by the Planning Board, up to any wooded areas to remain. Access to all wooded areas to remain shall be sufficiently accommodated to allow for general maintenance of these areas.
2. Any proposed stormwater management basin must be fenced with an open split rail fence at a minimum 4' high. Any required basin fencing shall be coordinated with any required perimeter fencing as deemed appropriate by the Planning Board.
3. Trash and recycling enclosures, where permitted, shall be provided on the side yard of the buildings without garages and shall be designated such that more than one unit may access and utilize said trash enclosure. The walls of said trash and recycling enclosures shall be constructed of solid masonry material with decorative exterior finish compatible to the main structure. The walls shall be a minimum of 4' high. Complimentary landscaping around the perimeter of this enclosure should also be provided.

SIGNAGE

1. Signage requirements shall be subject to the requirements set forth in Section 17.60.040, Signs in Residential Districts. Signage shall include identification signs for the development in addition to circulation-related signage (pursuant to Section 16.36.230.)

LIGHTING

1. Lighting for safety shall be provided at all intersections, along walkways, at entryways, between buildings and in parking areas.
2. All lighting shall be consistent with the standards of the development review ordinance of the Borough of Stratford except that the lamps used shall be LED lights and the style and color of the fixtures shall compliment any perimeter fencing.

PARKING

1. Parking shall be in accordance with RSIS standards and off-street parking lots be in accordance with the requirements of Section 17.68.020.

7. IMPLEMENTATION

In order to ensure that the vision of the Berlin Road Redevelopment Plan will be successfully implemented in an effective and timely way, and in order to promptly achieve the goals of the plan, Mayor and Council, acting as the Redevelopment Entity, will designate the

redeveloper(s) for any redevelopment project in the area governed by this redevelopment plan.

Potential redevelopers should approach Borough Council, in its capacity as the Redevelopment Entity, to initiate a dialogue about the potential to become a designated redeveloper. Designated redevelopers will enter into a redevelopment agreement with the Borough. Designated redevelopers will work with the Borough to develop any proposed project area consistent with the redevelopment plan. The establishment of a redevelopment agreement can streamline the redevelopment and approval process, delineate timelines, expectations, roles and responsibilities and may open opportunities to support project feasibility.

Any development or construction within the project area shall be undertaken in accordance with the contractual redevelopment agreement between the Borough and the municipally designated redeveloper. Execution of a redevelopment agreement and Borough Council approval of an architectural rendering and a concept plan shall be prerequisites to the filing of any land use application with the Joint Land Use Board.

7.2. OBLIGATIONS OF REDEVELOPER

Pursuant to N.J.S.A. 40A:12A-4.c, the Borough's Governing Body shall act as the Redevelopment Entity responsible for the implementation of this redevelopment plan. The Borough Council shall have the powers set forth in N.J.S.A. 40A:12A-15 and 40A:12A-22 and all other applicable Federal and State statutes and regulations in order to effectuate all of its duties and responsibilities in the execution and implementation of this redevelopment plan.

7.3. OBLIGATIONS OF REDEVELOPER

Any redeveloper(s) seeking to utilize the zoning established by this redevelopment plan will be required to:

1. Make a formal proposal for development to the Borough Governing Body and obtain consent to and approval of such proposal, including architectural renderings and concept plan, as a condition of completeness of such application before the Borough Joint Land Use Board.
2. Enter into a redevelopment agreement with the Borough Governing Body that comports with the requirements of N.J.S.A. 40A:12A-9.
3. Submit development plans consistent with this redevelopment plan to the Borough Joint Land Use Board for approval.
4. No covenant, agreement, lease, conveyance or other instrument shall be affected or executed by the redeveloper(s) or their successors, lessees, or assigns, by which land in the Project Area is restricted as to sale, lease, or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex, or marital status as determined in more detail in such redevelopment agreement.
5. Neither the redeveloper(s) or any successors, lessees, or assigns shall discriminate upon the basis of race, color, creed, religion, ancestry, national origin, sex, or marital status in the

sale, lease, or rental or in the use and occupancy of land or improvements erected or to be erected thereon, or any part thereof, in the Project Area.

6. Maintain the structures and facilities in accordance with all applicable Codes and Ordinances of the Borough of Stratford and the terms of this redevelopment plan.
7. In the event that the Property's tax lots are no longer in common ownership, whether through sale, subdivision, condominiumization, or other permitted creation of lots, all appropriate and necessary access easements and cross-easements shall be granted and executed by the parties to same. A copy of any such access easement and cross-easement shall be provided to the Borough prior to any recording by the Redeveloper in the manner required in the redevelopment agreement.
8. With regard to Redevelopment Area infrastructure, the Redeveloper shall, consistent with N.J.S.A. 40:55D-42, this redevelopment plan and as further set forth in the Redevelopment Agreement between the parties, contribute its pro-rata share of the costs of reasonable and necessary off-tract municipal roadway improvements, and capacity enhancements or upgrades required in connection with water, sewer, and drainage facilities, and easements therefore, located off-tract, but necessitated or required by construction or improvements within such subdivision or development. The Redeveloper shall also be responsible for providing, at Redeveloper's sole cost and expense, all sidewalks, curbs, streetscape improvements, street lighting and on- and off-site traffic controls and road improvements for any Redevelopment Area project or required as a result of any Redevelopment Area project. Connection fees and engineering escrows will also be the responsibility of the Redeveloper.

7.4. APPLICATIONS FOR DEVELOPMENT

For any redeveloper(s) seeking to utilize the zoning established by this redevelopment plan, any site plan and/or subdivision plan application for property within the Redevelopment Area shall be in accordance with the requirements of this redevelopment plan and all applicable Ordinances and procedural requirements of the municipal code of the Borough of Stratford.

The application for development and all applicable checklists will be those as promulgated and adopted by the Borough of Stratford. The Joint Land Use Board's review of any application for development, submission, waivers, design waivers, deviations for the terms of this Plan and variances will be governed by the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and this redevelopment plan. Consent to and approval by the Borough Governing Body of any development proposal which shall form the basis of a redevelopment agreement shall be a mandatory checklist item for any application for development as the term is defined in N.J.S.A. 40:55D-3 and any such application shall not be deemed complete pursuant to N.J.S.A. 40:55D-10.3 until proof of approval of the development proposal by the Borough Governing Body has been submitted as part of the application.

7.5. DEVIATIONS FROM PROVISIONS OF APPROVED REDEVELOPMENT PLAN

The Joint Land Use Board may review and retain jurisdiction over applications requiring relief for deviations from this redevelopment plan or other Borough development ordinances, except as set forth below. Accordingly, an amendment to this redevelopment plan shall not be necessary if the selected redeveloper(s) desire to deviate from the bulk provisions set forth

in this redevelopment plan, the pertinent sections of the Borough's Zoning and Land Development Ordinances, or the design standards set forth in this redevelopment plan, or other Borough development ordinances so long as the redeveloper(s) obtain an appropriate variance or design waiver from the Joint Land Use Board.

All requests for such relief from the bulk or design standards shall be made as part of an application for development. In evaluating whether to grant deviations from the bulk standards of this Plan or as otherwise required by Borough Ordinance, decisions on such requests shall be made in accordance with the legal standards set forth in N.J.S.A. 40:55D-70(c) in the case of requests for relief from zoning standards, and in accordance with the legal standards set forth in N.J.S.A. 40:55D-51 in the case of requests for relief from design standards. Where federal or state statutes or regulations require a deviation from the terms of this Plan, same does not require a variance or design waiver, and the terms of this Plan shall necessarily give way to any superior regulation.

No deviations shall be granted that result in any of the following effects or conditions:

1. To allow a use not specifically permitted within the Redevelopment Area;
2. To exceed the maximum building coverage permitted;
3. To exceed the maximum building or structure height as measured in feet and/or stories;
4. Deviation from the phasing plan for public improvements or other contractual obligations of the redeveloper(s) to the Borough acting as the Redevelopment Entity; and
5. Any deviation sought which would necessitate the granting of a variance under N.J.S.A. 40:55D-70(d)(1) through (d)(6), as the same shall require an amendment of this redevelopment plan.

The Joint Land Use Board may also grant relief from the requirements of N.J.S.A. 40:55D-35 as envisioned by N.J.S.A. 40:55D-36, due to the private nature of the internal roadway network within the redevelopment area.

8. ADMINISTRATIVE ACTIONS

8.1. PROPERTY ACQUISITION

The Berlin Road Redevelopment Area, consisting of Block 53, Lot(s) 1, 2, 3, 4, 5 & 6, was designated as a non-condemnation redevelopment area and therefore the Borough is not authorized to acquire these lots by condemnation in furtherance of the redevelopment plan. This redevelopment plan encourages the owners of private properties situated within the redevelopment area to apply for designation as a redeveloper in order to carry out redevelopment in accordance with this plan. With the consent of the property owner, a contract purchaser may apply for redevelopment designation.

6.2 RELOCATION OF DISPLACED RESIDENTS

As this redevelopment plan does not anticipate any property will be acquired by any government entity or utilizing government funds, by eminent domain or otherwise, there will be no displacement of either residents or businesses requiring a Workable Relocation Assistance Plan.

6.3 AFFORDABLE HOUSING

There are no affordable housing units that are to be removed as a result of the implementation of this redevelopment plan and no such units need to be replaced.

The development of residential market-rate units as part of a proposed redevelopment project shall meet the affordable housing requirements as an inclusionary development with an onsite setaside as determined by the Borough but shall include no less than 8 units. All affordable units shall be consistent with the New Jersey Uniform Housing Affordability Controls.

In inclusionary developments, the following schedule shall be followed:

Maximum Percentage of Market Rate Units Completed	Minimum Percentage of Low-Moderate Income Units Completed
25%	0%
25% + 1 unit	10%
50%	50%
75%	75%
90%	100%

All affordable units provided shall otherwise comply with all affordable housing requirements set forth in the Borough of Stratford's Settlement Agreement and Housing Element and Fair Share Plan.

6.4 AMENDMENTS TO PLAN

The Borough may amend, revise, or modify this redevelopment plan from time to time in accordance with the provisions of the LRHL, as may be amended.

6.5 ZONING PLAN AMENDMENT

The Zoning Map of the Borough of Stratford shall be amended to include the Redevelopment Area Overlay discussed and outlined in this redevelopment plan.

Appendix A

Authorizing Resolutions

Resolution No. 2018-174, September 11, 2018

Resolution No. 2018-137, June 12, 2018

RESOLUTION 2018:174

RESOLUTION DESIGNATING BLOCK 53, LOTS 1, 2, 3, 4, 5 AND 6 IN THE BOROUGH OF STRATFORD, COUNTY OF CAMDEN AS A NON-CONDEMNATION REDEVELOPMENT AREA

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), specifically N.J.S.A. 40A:12A-6, authorizes the governing body of any municipality, by Resolution, to have its Joint Land Use Board conduct a preliminary investigation to determine whether any area of the municipality qualifies as an "Area in Need of Redevelopment" under the criteria set forth in the LRHL; and

WHEREAS, pursuant to Resolution 2018:137 adopted by the Mayor and Council of the Borough of Stratford (the "Borough Council"), the Joint Land Use Board of the Borough of Stratford (the "Joint Land Use Board") conducted an investigation to determine whether Block 53, Lot(s) 1, 2, 3, 4, 5, and 6 should be designated as a Non-Condemnation Redevelopment Area (the "Study Area") and considered the Preliminary Investigation Determination of Need Report prepared by Pamela J. Pellegrini, PE, PP, CME dated August, 2018 (the "Study Area Report") and adopted herein by reference; and

WHEREAS, the Joint Land Use Board conducted a public hearing on August 23, 2018 concerning designation of the Study Area as a Non-Condemnation Redevelopment Area, and the meeting was open to the public and all members of the public had an opportunity to address questions and comments to the Joint Land Use Board; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6, due notice of the public hearing was given to the property owners as mandated by the aforesaid statute and also notice was posted and published in accordance with the law; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-6, the Joint Land Use Board prepared a map showing the boundaries of the Study Area begin proposed as a Non-Condemnation Redevelopment Area and the location of the various parcels of property included therein. Appended to the map was a statement setting forth the basis for the investigation; and

WHEREAS, all members of the Joint Land Use Board reviewed the Study Area Report submitted by Ms. Pellegrini, incorporated herein, and the Joint Land Use Board determined that, based upon the Study Area Report and the testimony of Pamela J. Pellegrini, PE, PP, CME dated August, 2018, the following criteria within the Study Area exist and that the Study Area qualifies as a Non-Condemnation Redevelopment Area pursuant to criteria "a," "b," "c," "d," "e," and/or "h" as set forth in N.J.S.A. 40A:12A-5 or otherwise satisfies N.J.S.A. 40A:12A-3; and

WHEREAS, the Joint Land Use Board adopted Resolution 09-2018 as its official report and recommendation to Mayor and Council that the above-referenced Study Area satisfies the statutory requirements set forth in N.J.S.A. 40A:12A-5 and should be declared a Non-Condemnation Redevelopment Area; and

WHEREAS, the Borough Council has reviewed the Study Area Report submitted by Ms. Pellegrini and determines that it is in the best interest of the Borough of Stratford to declare

Block 53, Lot(s) 1, 2, 3, 4, 5, and 6 as a Non-Condemnation Redevelopment Area pursuant to the Study Area Report and recommendation of the Joint Land Use Board.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stratford, County of Camden, State of New Jersey, that:

1. Pursuant to Resolution 2018:137 adopted by the Mayor and Borough Council, the Joint Land Use Board conducted an investigation to determine whether Block 53, Lot(s) 1, 2, 3, 4, 5, and 6 should be designated as a Non-Condemnation Redevelopment Area and considered the Preliminary Investigation Determination of Need Report prepared by Pamela J. Pellegrini, PE, PP, CME dated August, 2018 adopted herein by reference.

2. The Study Area Report commissioned by the Joint Land Use Board has been submitted to the Mayor and Borough Council for review and approval in accordance with the provisions of N.J.S.A. 40A:12A-1 et seq.

3. The Mayor and Borough Council hereby accept and approve the findings and recommendations of the Joint Land Use Board set forth in Resolution 09-2018 that the Study Area, Block 53, Lot(s) 1, 2, 3, 4, 5, and 6, satisfies criteria "a," "b," "c," "d," "e," and/or "h" as set forth in N.J.S.A. 40A:12A-5 or otherwise satisfies N.J.S.A. 40A:12A-3, as set forth in the Study Area Report and testimony of Pamela J. Pellegrini, PE, PP, CME, specifically that the following conditions exist:

Block 53, Lot 2 contains a 2-story residential structure constructed in 1918 that appears to have multiple apartments which are currently vacant and on average are in fair condition. The residential structure is on the same lot as several pieced together commercial structures dating back to 1928, related to a previous plumbing business among other remnant businesses, which are also vacant and no longer operating. The structures overall are in disrepair and would be untenable without improvements. Tax records indicate portions are gutted and several areas sustained fire damage in 1993. As such, the generality of buildings would meet criteria 'a' and the vacant commercial structures would meet criteria 'b'.

The surrounding remnant parking areas and related improvements are also deteriorating, improperly surfaced, un-delineated, in a state of obsolescence and not provided in a manner based on current site planning practices necessary as required to serve various uses onsite in accordance with Borough standards. As such, this property would additionally qualify under criteria 'd' as well as 'e' with an improvement value of less than 50%, an indication of underutilization.

Block 53, Lot(s) 3 & 6 are privately owned, vacant wooded parcels and **Lot 4** is a publicly owned, vacant wooded parcel. All three parcels have been vacant and unimproved for over 10 years

despite commercial zoning and available infrastructure. Per NJDEP wetlands mapping, these lots are significantly encumbered by potential wetlands and wetland buffer areas. **Lot(s) 4 & 6** are also irregularly shaped. These parcels are unlikely to be developed unless included in a larger comprehensive redevelopment plan incorporating adjacent uplands. Developing the parcels on their own is not financially feasible. As such, these parcels qualify under criteria 'c'.

In addition to the above, Section 3 of the Local Redevelopment and Housing Law allows the inclusion of properties necessary for the effective redevelopment of the area by stating, "a redevelopment area may include land, buildings, or improvements, which of themselves are not detrimental to the health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area in which they are a part".

As such, the remaining parcels, **Block 53, Lot 1**, a visible corner lot within the study area which contains a one-story, single-family residential structure recently converted to a daycare facility with newly constructed associated site improvements, having per tax records an improvement ratio below 50% and **Block 53, Lot 5**, an interior lot which contains a non-conforming single-family residential use, has been determined necessary to be included because the generality of conditions in the area satisfy the criteria and inclusion is necessary for effective development.

Lastly, criterion 'h' is implicated where the designation of the delineated area is consistent with Smart Growth Planning Principles adopted pursuant to law or regulation."

The New Jersey Department of State defines Smart Growth as one of the following:

- Metropolitan Planning Area (PA1).
- Suburban Planning Area (PA2).
- A designated center.
- An area identified for growth as a result of either an initial or advanced petition for plan endorsement that has been approved by the SPC.
- A smart growth area designated by the New Jersey Meadowlands Commission.
- A Pinelands Regional Growth Area, Pinelands Village or Pinelands Town as designated by the New Jersey Pinelands Commission.

The 'h' criterion of Smart Growth consistency applies to all the parcels in the Study Area, which are either located within State Planning Area 1. The New Jersey State Development and Redevelopment Plan policies support and encourage development and redevelopment within these areas. As such, redevelopment of these properties is consistent with the Smart Growth objectives of the New Jersey State Development and Redevelopment Plan and would be useful and valuable in contributing to the social and economic benefit of Borough of Stratford.

4. The Borough Council hereby accepts the report and recommendation of the Joint Land Use Board and hereby designates the Study Area, Block 53, Lot(s) 1, 2, 3, 4, 5, and 6, as a Non-Condernation Redevelopment Area in accordance with N.J.S.A. 40A:12A-5.

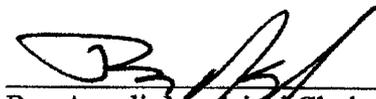
5. The Borough Clerk, or his designee, is hereby directed to serve within ten (10) days a copy of this Resolution upon each person, if any, who filed a written objection to the Joint Land Use Board's recommendation, with service to be in a manner provided by N.J.S.A. 40A:12A-1 et seq., as amended.

6. This Resolution shall take effect immediately.

I, Ben Angeli, Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford at a meeting held on September 11, 2018.

ATTEST:

BOROUGH OF STRATFORD



Ben Angeli, Municipal Clerk



Josh Keenan, Mayor

RESOLUTION 2018:137

AUTHORIZING AND DIRECTING THE STRATFORD JOINT LAND USE BOARD TO CONDUCT A PRELIMINARY INVESTIGATION AND CONVENE PUBLIC HEARINGS TO DETERMINE WHETHER THE PROPERTIES DESIGNATED AS BLOCK 53, LOTS 1, 2, 3, 4, 5 AND 6 WITHIN THE BOROUGH OF STRATFORD QUALIFY AS AN AREA IN NEED OF REDEVELOPMENT PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW (N.J.S.A. 40A:12A-1, ET SEQ)

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (“LRHL”), provides a mechanism to assist local governments in efforts to promote programs of redevelopment and sets forth a specific procedure for establishing an area in need of redevelopment; and

WHEREAS, pursuant to the required redevelopment procedures, specifically set forth in N.J.S.A. 40A:12A-6, no area of a municipality shall be determined a redevelopment area unless the governing body of the municipality shall, by Resolution, authorize the Planning Board to undertake a preliminary investigation to determine whether a proposed area is a redevelopment area meeting the criteria set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, the New Jersey Legislature adopted, and the Governor signed, P.L. 2013, Chapter 159, which amended the LRHL, including the procedural requirements of N.J.S.A. 40A:12A-5 and N.J.S.A. 40A:12A-6; and

WHEREAS, pursuant to P.L. 2013, Chapter 159, “[t]he resolution authorizing the planning board to undertake a preliminary investigation shall state whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain (“Non-Condensation Redevelopment Area”) or whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use is a redevelopment area, including the power of eminent domain (“Condensation Redevelopment Area”); and

WHEREAS, the Governing Body has determined that an investigation and inquiry should be made to see if the proposed Redevelopment Area, specifically the properties designated as Block 53, Lots 1, 2, 3, 4, 5 and 6, is in need of non-condemnation redevelopment pursuant to the LRHL; and

WHEREAS, the Governing Body wishes to direct the Stratford Joint Land Use Board to undertake a preliminary investigation to determine whether the properties identified herein, and as set forth in Schedule "A" attached hereto and incorporated herein by reference, qualify as an area in need of non-condemnation redevelopment pursuant to N.J.S.A. 40A:12A-5; and

WHEREAS, the Governing Body of the Borough of Stratford considers it to be in the best interest of the residents of the Borough to direct the Stratford Joint Land Use Board to conduct such an investigation regarding said areas/properties.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Stratford, County of Camden and State of New Jersey as follows:

1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof; and
2. The Borough of Stratford Joint Land Use Board is hereby authorized and directed to undertake a preliminary investigation, conduct a public hearing and comply with all other requirements of the LRHL.

in order to recommend to the Mayor and Borough Council whether the properties identified in Schedule "A" are an Area in Need of Non-Condensation Redevelopment according to the criteria set forth in N.J.S.A. 40A:12A-5; and

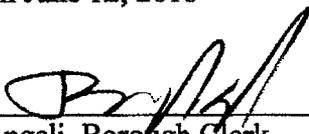
3. Pursuant to New Jersey P.L.2013, Chapter 159, the redevelopment area determination shall authorize the Township to use all those powers provided by the Legislature for use in a Non-Condensation Redevelopment Area, other than the use of eminent domain; and

4. The staff of the Stratford Joint Land Use Board and its consultants are hereby directed to assist the Stratford Joint Land Use Board in conducting the area in need of redevelopment investigation and public hearing thereon; and

5. The Stratford Joint Land Use Board shall provide a written report to the Mayor and Borough Council setting forth its findings resulting from such preliminary investigation and shall recommend to the Mayor and Borough Council whether said properties are a "Non-Condensation Area in Need of Redevelopment" under the meaning and intendment of the LRHL; and

6. The Township Clerk shall forward a copy of this Resolution to the Chairman and Secretary of the Stratford Joint Land Use Board for immediate action consistent herewith.

I, Ben Angeli, Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford at a meeting held on June 12, 2018



Ben Angeli, Borough Clerk



Josh Keenan, Mayor

SCHEDULE A

BLOCK 53 LOTS 1,2,3,4,5,6

ORDINANCE 2019:20

ORDINANCE OF THE BOROUGH OF STRATFORD, COUNTY OF CAMDEN AND STATE OF NEW JERSEY, ADOPTING A REDEVELOPMENT PLAN FOR BLOCK 53, LOTS 1, 2, 3, 4, 5 and 6 ON THE OFFICIAL TAX MAP OF THE BOROUGH OF STRATFORD IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL REDEVELOPMENT AND HOUSING LAW (N.J.S.A. 40A:12A-1, et seq.) ("LRHL")

WHEREAS, the LRHL authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment; and

WHEREAS, by virtue of Resolution No. 2018:137, the Mayor and Borough Council of the Borough of Stratford authorized and directed the Stratford Joint Land Use Board ("JLUB") to undertake the preliminary investigation of property located at Block 53, Lots 1, 2, 3, 4, 5 and 6 ("Study Area") as a Non-Condemnation Redevelopment Area; and

WHEREAS, in accordance with the Resolution adopted by the Mayor and Borough Council, the JLUB conducted an investigation to determine whether the Study Area should be designated as an Area in Need of Redevelopment and considered an Area in Need of Redevelopment Study for Block 53, Lots 1, 2, 3, 4, 5 and 6, dated August 2018, prepared by Pamela J. Pellegrini, PE, PP, CME; and

WHEREAS, the JLUB conducted a public hearing on August 23, 2018 concerning the designation of the Study Area as a Non-Condemnation Redevelopment Area and the meeting was open to the public and all members of the public had an opportunity to address questions and comments to the JLUB; and

WHEREAS, the JLUB prepared a map showing the boundaries of the proposed redevelopment area and the locations of the various parcels and property included therein, including the Study Area appended to the map was a statement setting forth the basis for the investigation; and

WHEREAS, at such public hearing, the JLUB heard sworn testimony from its professional planner, Pamela J. Pellegrini, PE, PP, CME, who presented substantial credible evidence that Block 53, Lots 1, 2, 3, 4, 5 and 6 qualified as an Area in Need of Redevelopment pursuant to LRHL (“ANR Area”); and

WHEREAS, at the conclusion of the public hearing as described above, the JLUB adopted Resolution No. 09-2018, recommending that the Mayor and Borough Council designate the ANR Area on the Official Tax Map of the Borough of Stratford as an Area in Need of Non-Condensation Redevelopment; and

WHEREAS, the Mayor and Borough Council agreed with the conclusions of the JLUB that the ANR Area met the aforementioned criteria for Non-Condensation Redevelopment Area designation; and

WHEREAS, by virtue of Resolution No. 2018:174, adopted on September 11, 2018, the Mayor and Borough Council determined that the ANR Area qualified as an Area in Need of Non-Condensation Redevelopment; and

WHEREAS, the Mayor and Borough Council have deemed it in the best interest of the public health, safety and welfare to adopt a Redevelopment Plan as set forth in Exhibit “A” attached hereto and made a part hereof for the ANR Area on the Official Tax Map of the Borough of Stratford.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Borough Council of the Borough of Stratford, County of Camden, State of New Jersey, as follows:

SECTION 1. Adoption of Redevelopment Plan. The Mayor and Borough Council of the Borough of Stratford, County of Camden and State of New Jersey hereby adopt the Redevelopment Plan for Block 53, Lots 1, 2, 3, 4, 5 and 6 on the Official Tax Map of the

Borough of Stratford appended and attached hereto as Exhibit "A".

SECTION 2. The Mayor and Borough Council of the Borough of Stratford hereby declare and determine that the said Redevelopment Plan meets the criteria, guidelines and conditions set forth in N.J.S.A. 40A:12A-7, provides realistic opportunities for the redevelopment of the Borough in the designated area and is otherwise in conformance with N.J.S.A. 40A:12A-1 et seq.

SECTION 3. Amendment of Zoning Map. The Zoning Map of the Borough of Stratford shall be and is hereby supplemented and amended so as to provide for the Redevelopment Plan to encompass the ANR Area as an overlay zoning district. The Zoning Map shall include the ANR Area as a Redevelopment Area to which the Redevelopment Plan is applicable.

SECTION 4. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5. If the provisions of any section, subsection, paragraph, subdivision, or clause of this Ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this Ordinance.

SECTION 6. Upon adoption of this Ordinance after public hearing thereon, the Borough Clerk is further directed to publish notice of the passage thereof and to file a copy of this Ordinance with the County Planning Board, New Jersey Department of Community Affairs and other agencies as required by law.

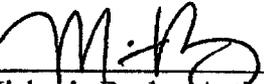
SECTION 7. This Ordinance shall take effect immediately upon final passage and publication in accordance with law, and approval from the New Jersey Department of Community Affairs.



Mayor Josh Keenan

Adopted:

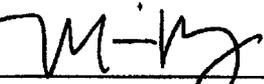
ATTEST:



Michaela Bosler, Acting Borough Clerk

PUBLIC NOTICE

Notice is hereby given that the foregoing Ordinance was introduced and passed on the first reading at a meeting of the Governing Body held on the 12th day of November, 2019 and will be considered for final passage on the 17th day of December, 2019 at a meeting to be held at the Stratford Justice Facility, 315 Union Avenue, Stratford, NJ.



Michaela Bosler, Acting Borough Clerk

**EXHIBIT C
CONCEPT PLAN**

BOROUGH OF UNDERWOOD

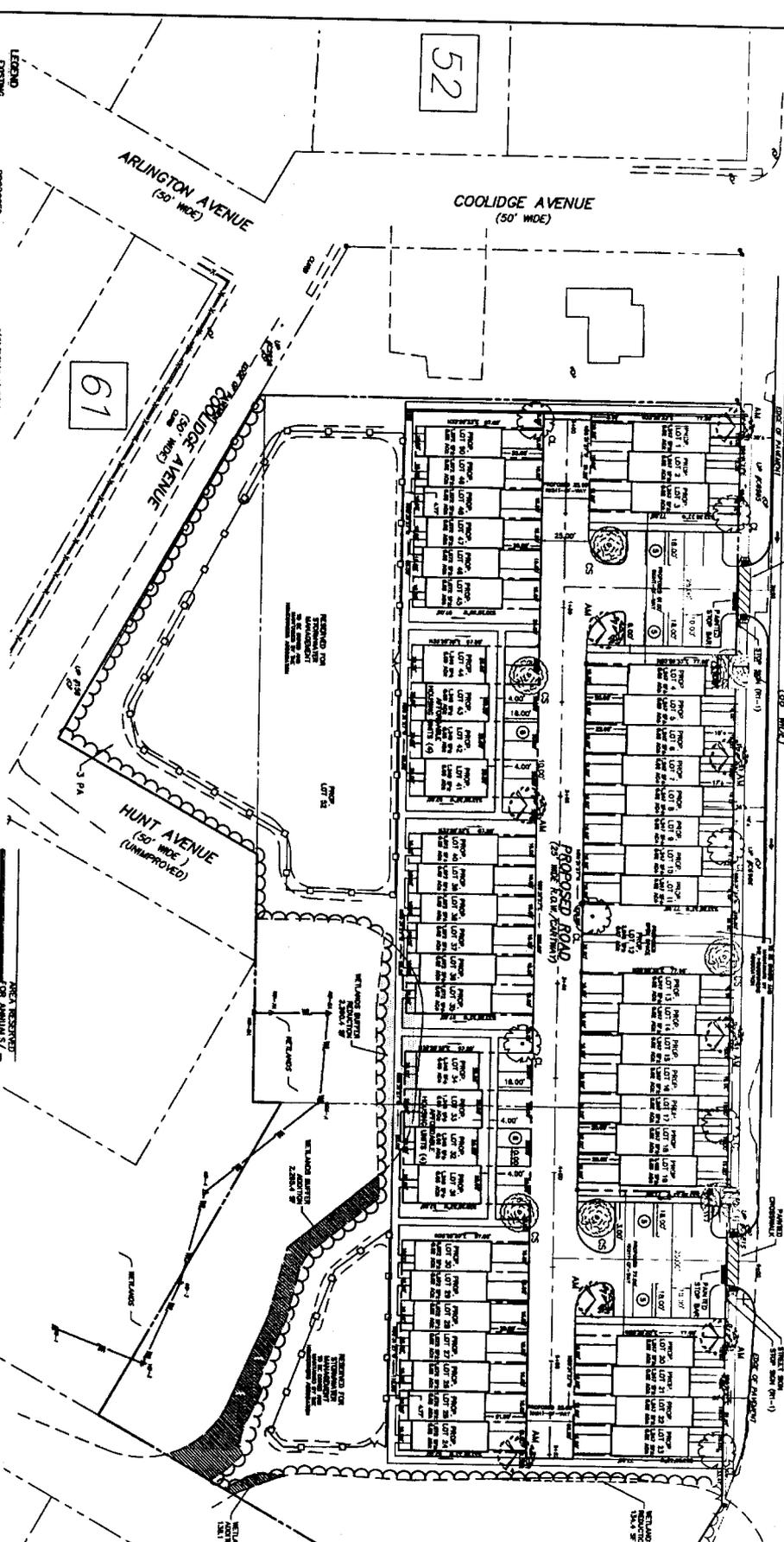
BERLIN ROAD
(County Route 202)
(WHITE HORSE - BERLIN-LANDSCAPING ROAD)
(60' WIDE)

COOLIDGE AVENUE
(50' WIDE)

ARLINGTON AVENUE
(50' WIDE)

HUNT AVENUE
(50' WIDE)
(UNIMPROVED)

PROPOSED ROAD
(75' WIDE / 60' WIDE)



52

61

7

LEGEND

EXISTING	PROPOSED
RETAINED LINE	RETAINED LINE
4-4-4	4-4-4
WATER LINE	WATER LINE
SEWER LINE	SEWER LINE
OVERHEAD WIRE	OVERHEAD WIRE
WALK	WALK
PROPAGATOR	PROPAGATOR
UTILITY POLE	UTILITY POLE
MANHOLE	MANHOLE
MANHOLE SHAFT	MANHOLE SHAFT
STREET SIGN	STREET SIGN

PARKING SPACES

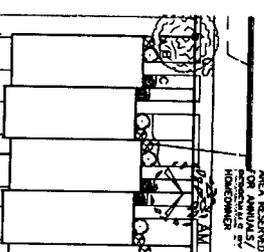
REQUIREMENTS: 1 SPACED PER 100 SQ. FT. OF GROUND COVER

EXISTING: 41 SPACES

PROPOSED: 111 SPACES

TOTAL: 152 SPACES

REMARKS: 1. 111 SPACES TO BE PROVIDED IN THE PROPOSED ROADWAY AND ADJACENT AREAS.



PLANT SCHEDULE

SYMBOL	ABBREV	LATIN NAME	COMMON NAME
1	AM	ACER CHINENSIS	HARD MAPLE
2	CL	CELANIA	ORANGE LINDEN
3	CO	CORYLUS JAPONICA	CHINESE SCOTLAND PINE
4	FR (A)	FRAXINUS AMERICANA	WHITE BIRCH
5	FR (B)	FRAXINUS AMERICANA	WHITE BIRCH
6	FR (C)	FRAXINUS AMERICANA	WHITE BIRCH

EXISTING UTILITY UTILITIES SHOWN ON THE PLAN IS OWNED BY THE UTILITY COMPANIES AND SHOULD BE PROTECTED. ANY CHANGES TO THE EXISTING UTILITY UTILITIES SHOULD BE APPROVED BY THE UTILITY COMPANIES. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING UTILITY UTILITIES AND HAS FOUND NO CONFLICTS WITH THE PROPOSED CONSTRUCTION. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING UTILITY UTILITIES AND HAS FOUND NO CONFLICTS WITH THE PROPOSED CONSTRUCTION.

EXHIBIT D
CERTIFICATE OF OWNERSHIP



11 Eves Drive, Suite 150, Marlton, NJ 08053 Tel: 856-988-8900 Fax: 856-702-6901

June 16, 2020

Weisberg Commercial Real Estate, LLC
309 Fellowship Road, Suite 103
Mount Laurel, NJ 08054
Attn: Michael Weisberg

Sent via email Michael@Weisbergcommercial.com

RE: Our file no. 102901CD-01

Thank you for giving Surety Title Company, LLC the opportunity to serve your title search needs. This will acknowledge your recent order, which has been assigned our Search Number **102901CD-01**. Please review the following information for accuracy:

**ADDRESS: Block 53, Lot 2, Stratford Borough, in Camden County, NJ
110 Berlin Road
Stratford, NJ 08084**

**Block 53, Lot 3, Stratford Borough, in Camden County, NJ
124 Berlin Road
Stratford, NJ 08084**

**Block 53, Lot 6, Stratford Borough, in Camden County, NJ
Hunt Avenue
Stratford, NJ 08084**

OWNER: Stratwin LLC

COPIES TO:

If there are any corrections or additional information please call me at 856-988-8900, Ext. 1442 and refer to the Search Number **102901CD-01**.

Sincerely yours,
Surety Title Company, LLC

Michael Dickel

EXHIBIT E
PROJECT MILESTONES/TIMELINE

Project Milestones/Timelines

Executed Redevelopment Agreement	7/2020
Preliminary Major Subdivision Approval	8/2020
Final Major Subdivision Approval	10/2020
Commencement of Construction	3/2021
Completion of Project	3/2024

EXHIBIT F
PROJECT COSTS

Site Improvement	\$1,500,000
Construction	\$5,650,000
Land, Carry, Entitlements	\$1,000,000
10% Contingency	\$ 815,000
Project Cost	\$8,965,000

EXHIBIT G
MEMORANDUM OF REASONABLE COMPOSITION

MEMORANDUM OF REASONABLE COMPOSITION

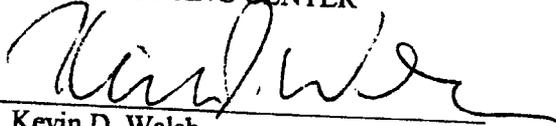
Stratwin, LLC, seeking to pursue Redevelopment of Block 53, Lots 2, 3, and 6 in the Borough of Stratford (Redevelopment Site), has proposed a 49-unit residential Project to be composed of 41 market-rate and 8 family affordable units, which Stratwin, through a substitute developer, i.e., the builder, shall implement under a Redevelopment Agreement with the Borough following receipt of Project approvals and financing.

Stratwin, LLC has inquired with Fair Share Housing Center (FSHC), which represents the interests of lower-income households and has entered into a settlement agreement with the Borough regarding its Mount Laurel affordable housing obligations, regarding the set-aside of affordable housing that FSHC contends should be provided on the Redevelopment Site. FSHC has agreed that under the circumstances present in this matter a project composition of 41 market-rate and 8 affordable units is appropriate and has agreed to not challenge any redevelopment plans, redevelopment agreements, rezonings, or site plan approvals that provide 41 market-rate and 8 affordable units on the Redevelopment Site.

In exchange for FSHC's execution of this Memorandum, Stratwin, LLC agrees that it will take all reasonable efforts if it seeks to obtain approvals or enter into agreements with regard to the Redevelopment Site to provide 41 market-rate and 8 affordable units on the Redevelopment Site and acknowledges that it is the intent that any other assignees or beneficiaries of any rights with regard to the Redevelopment Site will also provide 41 market-rate and 8 affordable units on the Redevelopment Site. The affordable units shall be reserved for occupancy by very low income, low income and moderate income households, as very low income, low income and moderate income households are defined by Council on Affordable Housing (COAH) regulations and the regulations of the Uniform Housing and Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"). Stratwin, LLC shall take all necessary steps to ensure the Affordable Units provided for under the Agreement are creditworthy under, COAH and UHAC regulations and all other applicable laws. Stratwin, LLC agrees that all affordable units shall comply with COAH's Rules including, but not limited to those concerning (a) income qualification; (b) controls on affordability for a minimum period of thirty (30) years and until released by the municipality; (c) deed restrictions; (d) bedroom distribution; (e) very low/low/moderate income split; (f) affirmative marketing and (g) handicap accessibility. At least one of the affordable units provided shall be a 2-bedroom very low-income unit affordable at 30-percent of area median income in accordance with the definition of that term in the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. It is further agreed by the Parties that the affordable units shall be subject to deed restrictions on income limits for a minimum period of thirty (30) years and until released by the municipality.

Stratwin, LLC further agrees to apprise FSHC at least every four months regarding the status of the development of the Redevelopment Site and to provide FSHC notice of the availability of the affordable units prior to and during the affirmative marketing period required by law.

FAIR SHARE HOUSING CENTER

By: 
Kevin D. Walsh

Dated: 1/16/2020

STRATWIN, LLC

By: 
Michael Weisberg

Dated: 1-20-2020

File #L22865M
RDM: 8/23/19

RESOLUTION 2020:151
APPOINTMENT OF SPECIAL LAW ENFORCEMENT OFFICER – CLASS III – STEPHEN
MCBRIDE

WHEREAS, the Mayor and Council of the Borough of Stratford finds that for the health, safety and welfare of the citizens of the Municipality, that the appointment of Special Law Enforcement Officers are required to assist the regular police force of the Borough of Stratford; and

WHEREAS, a Special Law Enforcement Officer – Class III is required to serve the Stratford School District as a School Resource Officer on the days and hours to be determined by operational needs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stratford to appoint as Special Law Enforcement Officer – Class III in accordance with N.J.S.A. 40A:14-146.14:

STEPHEN J. MCBRIDE

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on July 14, 2020

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2020:152
AUTHORIZING AND APPROVING THE STRATFORD POLICE DEPARTMENT'S APPLICATION
AND PARTICIPATION FOR ENROLLMENT IN THE LAW ENFORCEMENT SUPPORT OFFICE
(LESO) 1033 PROGRAM

WHEREAS, pursuant to the National Defense Authorization Act of Fiscal Year 1997, the Department of Defense is authorized to transfer excess property under its jurisdiction that might otherwise be destroyed to law enforcement agencies across the United States and its territories; and

WHEREAS, this program is administered by the Law Enforcement Support Office (LESO) a division of the Department of Defense's Logistics Agency; and

WHEREAS, this initiative, known as the "1033 Program" allows local law enforcement agencies to obtain, at little or no costs surplus federal property, originally intended for use by the United States Armed Forces, and;

WHEREAS, although equipment is provided through the 1033 Program at no costs to the receiving law enforcement agency, these entities are responsible for costs associated with maintenance, fuel, insurances upkeep, training for the equipment use or operation.

WHEREAS, N.J.S.A. 40A:5-30.2 requires that the governing body of the municipality or county approve, by a majority of the full membership, both enrollment in, and the acquisition of any property through, the 1033 Program; and

WHEREAS, the Stratford Police Department is hereby authorized to enroll in the 1033 Program for no more than a one-year period, with authorization to participate terminating on December 31, 2020 ; and

WHEREAS, it is in the best interest of the residents of the Borough of Stratford that the Stratford Police Department apply for surplus equipment to outfit or equipment our police officers to protect and serve the residents of Stratford New Jersey.

WHEREAS, The Stratford Police Department is seeking surplus equipment granted at an estimated value of **\$500,000.00**.

WHEREAS, The Stratford Police Department us hereby authorized to acquire items of non-controlled property designated "DEMIL A," which may include office supplies, office furniture, computers, electronic equipment, generators, field packs, non-military vehicles, clothing, traffic and transit signal systems, exercise equipment, farming and moving equipment, storage devices and containers, tools, medical and first aid equipment and supplies, personal protection equipment and supplies, construction materials, lighting supplies, beds and sleeping mats, wet and cold weather equipment and supplies, respirators, binoculars, and any other supplies or equipment of a non-military nature identified by the LEA, if it shall become available in the period of time for which this resolution authorizes, based on the needs of the Stratford Police Department without restriction; and

WHEREAS, the Stratford Police Department is hereby authorized to acquire the following "DEMIL B through Q" property, if it shall become available in the period of time. SEE THE ATTACHED LISTS

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Stratford authorizing the Chief of Police to participate in, apply for, and take receipt of various law enforcement equipment, vehicles and safety equipment for the Stratford Police Department under the Law Enforcement Support Office's 1033 Program, subject to all local, state and federal regulations.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on July 14, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2020:153

AUTHORIZING APPLICATION FOR 2020 BULLET PROOF VEST GRANT WITH THE NEW JERSEY DEPARTMENT OF JUSTICE

WHEREAS, the Borough of Stratford Police Department will apply for the 2020 Bullet Proof Vest Grant with the New Jersey Department of Justice; and

NOW THEREFORE BE IT RESOLVED, by Mayor and Council is supportive of the Stratford Police Department's application for the 2020 Bullet Proof Vest Grant with the New Jersey Department of Justice.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on July 14, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2020:154

PROMOTE LABORER III TO ACTING ASSISTANT SUPERVISOR – ADAM KAY

WHEREAS, the Borough of Stratford has determined that they are in need of an Acting Assistant Supervisor for the Public Works Department and the Sewer Department; and

WHEREAS, the recommendation has been submitted to the Governing Body to promote Adam Kay to the position of Acting Assistant Supervisor position,

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council to promote Adam Kay to the position of Acting Assistant Supervisor effective July 15, 2020 through October 15, 2020.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on July 14, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2020:155

**AUTHORIZING BACH ENGINEER TO DESIGN SPECIFICATIONS AND PUBLICLY BID
BUTTONWOOD ROAD STORMWATER OUTFALL STRUCTURE REPAIR**

WHEREAS, the Borough of Stratford has budgeted capital funding for stormwater outfall structure repairs at Buttonwood Road; and

WHEREAS, the design of plans and specifications, and advertisement for bids is required for this road improvement.

NOW, THEREFORE BE IT RESOLVED by Mayor and Council of the Borough of Stratford to authorize the Borough Engineer to begin the design plans and specifications, and to advertise and receive bids for the Buttonwood Road Stormwater Outfall Structure Repairs.

BE IT FURTHER RESOLVED said authorization is contingent upon the passage and estoppel period of Bond Ordinance 2020:05.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on July 14, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2020:156

AUTHORIZE TAX COLLECTOR TO CONDUCT ELECTRONIC TAX SALE

WHEREAS, N.J.S.A. 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services; and

WHEREAS, the Director of the Division of Local Government Services has approved NJ Tax Lien Investors/RealAuction.com to conduct electronic tax sales; and

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process; and

WHEREAS, the Borough of Stratford wishes to participate in an electronic tax sale.

NOW, THEREFORE BE IT RESOLVED by Mayor and Council of the Borough of Stratford, County of Camden, State of New Jersey, that the Tax Collector is hereby authorized to participate in an electronic tax sale and submit same to the Director of the Division of Local Government Services.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on July 14, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK

RESOLUTION 2020:157
RESOLUTION PROVIDING FOR A MEETING NOT OPEN TO THE PUBLIC IN
ACCORDANCE WITH THE PROVISIONS OF THE NEW JERSEY OPEN PUBLIC MEETINGS ACT,
NJSA 10:4-12

WHEREAS, the Governing Body of the Borough of Stratford is subject to certain requirements of the *Open Public Meetings Act*, NJSA 10:4-6 et seq., and

WHEREAS, the *Open Public Meetings Act*, NJSA 10:4-12, provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution, and

WHEREAS, it is necessary for the Governing Body of the Borough of Stratford to discuss in a session not open to the public certain matters relating to the item or items authorized by NJSA 10:4-12b and designated below:

_____ (1) ***Matters required by Law to be Confidential***: Any matter which, by express provision of Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.

_____ (2) ***Matters Where the Release of Information Would Impair the Right to Receive Funds***: Any matter in which the release of information would impair a right to receive funds from the Government of the United States.

_____ (3) ***Matters Involving Individual Privacy***: Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including, but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.

_____ (4) ***Matters Relating to Collective Bargaining Agreements***: Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

_____ (5) ***Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds***: Any matter involving the purchase, lease, or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

_____ (6) ***Matters Relating to Public Safety and Property***: Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations of possible violations of the law.

_____ (7) **Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege:**

The topic of discussion is related to Attorney/Client Privilege. These items are for #7 of the Executive Session Resolution for matter relating to litigation, contract negotiations, or the Attorney-Client Privilege.

 X (8) **Matters Relating to the Employment Relationship:** Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

_____ (9) **Matters Relating to the Potential Imposition of a Penalty:** Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party bears responsibility.

NOW, THEREFORE BE IT RESOLVED by the Governing Body of the Borough of Stratford, assembled in public session on July 14, 2020 that an Executive Session closed to the public shall be held on July 14, 2020 at approximately 7:00 p.m. in the Justice Facility, 315 Union Avenue, Stratford, NJ or through telecommunications for the discussion of matters relating to the specified items designated above. It is anticipated that the deliberations conducted in Closed Session may be disclosed to the public upon the determination of the Governing Body that public interest will no longer be served by such confidentiality.

BY: _____
JOSH KEENAN, MAYOR

ATTEST: _____
MICHAELA BOSLER,
ACTING BOROUGH CLERK

I, Michaela Bosler, Acting Borough Clerk, do hereby certify the foregoing Resolution to be a true and complete copy of a Resolution duly adopted at a public meeting of the Governing Body of the Borough of Stratford held on July 14, 2020.

MICHAELA BOSLER,
ACTING BOROUGH CLERK