



Proposed 3-Story Multi-family Building
Chews Landing Apartments
 Gloucester Township
 Camden County, New Jersey



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Chews Landing Apartments
 Gloucester Township
 Camden County, New Jersey

APPENDIX 3
DRAFT ORDINANCE - NEIGHBORHOOD REHABILITATION PROGRAM

**TOWNSHIP OF GLOUCESTER
COUNTY OF CAMDEN
ORDINANCE NO. 2016-__**

**AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF
GLOUCESTER REGARDING THE NEW JERSEY ABANDONED
PROPERTIES REHABILITATION ACT (N.J.S.A. 55:19-78 et seq.)**

WHEREAS, the Township of Gloucester ("Township") contains properties which are deemed vacant and/or abandoned in whole or large part; and

WHEREAS, in many cases, the owners or responsible parties of the vacant and/or abandoned properties are neglectful of said properties, are not maintaining or securing them to adequate standards, or are not restoring them to productive use; and

WHEREAS, it has been found that vacant and/or abandoned properties cause severe harm to the health, safety and general welfare of the community, including diminution of neighboring property values, increased risk of fire, and potential increases in criminal activity and public health risks; and

WHEREAS, the Township finds that vacant and/or abandoned properties can lead to neighborhood decline and become unattractive nuisances causing the Township to incur significant costs in the form of staff time for code enforcement actions seeking to maintain and ensure the acceptable condition of these properties; and

WHEREAS, it is in the public interest for the Township to establish certain criteria for determining abandoned properties in accordance with the New Jersey Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., in order to protect the health, safety and general welfare of the residents of the Township; and

WHEREAS, the Township desires to adopt this Ordinance amending the Code of the Township of Gloucester to set forth the procedures for the Township to acquire abandoned properties in need of rehabilitation and to develop a rehabilitation plan in accordance with the New Jersey Abandoned Properties Rehabilitation Act.

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

SECTION 1

A new section [§_____] shall be added to the Code of the Township of Gloucester, entitled "Abandoned Properties and Rehabilitation," providing as follows:

[§ ____] Abandoned Properties Rehabilitation Act

The Township of Gloucester hereby adopts the New Jersey Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq.

[§ ____] Criteria for Determining Abandoned Properties

Pursuant to N.J.S.A. 55:19-81, any property that has not been legally occupied for a period of six months and which meets any one of the following additional criteria may be deemed to be abandoned property upon a determination by the [public officer] that:

- a. The property is in need of rehabilitation in the reasonable judgment of the [public officer], and/or rehabilitation has taken place during that six month period;
- b. Construction was initiated on the property and was discontinued prior to completion, leaving the building unsuitable for occupancy, and no construction has taken place for at least six months as of the date of a determination by the [public officer] pursuant to this section;
- c. At least one installment of property tax remains unpaid and delinquent on that property of the date of the determination by the [public officer] pursuant to this section; or
- d. The property has been determined to be a nuisance by the [public officer] in accordance with N.J.S.A. 55:19-82.

[§ ____] Identification of Abandoned Properties

The [public officer] is directed to identify abandoned properties within the Township, place said properties on an abandoned property list to be established by the [public officer], and provide notices and carry out such other tasks as are required to effectuate an abandoned property list as provided by law. The [public officer] may add properties to the list at any time.

[§ ____] Transfer of Possession and Control of Abandoned Property

Once a property is determined to be abandoned, a summary action by the Township may be filed in the Superior Court, County of Camden to transfer possession and control of said abandoned property in need of rehabilitation to the Township.

Once authorized by the Court, the Township may take possession and control of said property and develop a rehabilitation plan.

SECTION 2

Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this ordinance shall not be affected thereby and shall remain in full force and effect.

SECTION 3

All Ordinances or parts of Ordinances inconsistent with this amending Ordinance are hereby repealed to the extent of their inconsistencies only.

SECTION 4

This Ordinance shall be in full force and take effect twenty (20) days after final passage and publication, as required by law.

APPROVED: _____

ADOPTED: _____

APPROVED: _____
DAVID R. MAYER, MAYOR

ATTEST: _____

APPENDIX 4

TOWNSHIP INTENT TO BOND

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER,
COUNTY OF CAMDEN STATE, NEW JERSEY AFFIRMING THE TOWNSHIP OF
GLOUCESTER'S COMMITMENT TO THE DEVELOPMENT OF SENIOR CAMPUS
2 & 3 TO BE LOCATED AT BLOCK 14102 LOT 17**

WHEREAS. The Township Council did previously authorizing the signing of an agreement of sale for premises known as Block 14102 Lot 17, to Conifer Realty Group LLC, and

WHEREAS. The sale was intended for development of Senior Campus 2 & 3 as a 150 unit extension to the existing Senior Campus 1, and

WHEREAS. In anticipation of the completion of the contract and development of the 150 senior campus units by Conifer Realty Group LLC, the Township has included the intended 150 senior campus units as part of the Township's Housing Element and Fair Share Housing Plan compliance requirements, and

WHEREAS. The agreement of sale with Conifer Realty Group LLC contains contract performance contingencies on the purchasers receipt of necessary funding and development approvals, which if not received could result in contract termination and

WHEREAS. To assure the Township's commitment to the development and completion the 150 senior campus units, the Township has been requested, as part of the Township Housing Element and Fair Share Housing Plan, to affirm by resolution a commitment to fund, commence and complete senior campus 2 & 3, notwithstanding contract termination and release by Conifer Realty Group LLC.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that the Township Council is committed to funding, commencement and completion of 150 units of Senior Campus 2 & 3, as provided in the Township's proposed Fair Housing Element and Fair Share Housing Plan.

DATED:

COUNCIL PRESIDENT

ATTEST:

TOWNSHIP CLERK

APPENDIX 5
DRAFT AMENDMENT - LAKELAND REDEVELOPMENT PLAN

O-19-06

**ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN AND STATE OF
NEW JERSEY AMENDING ORDINANCE O-12-26 ENTITLED THE LAKELAND
COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN IN ACCORDANCE
WITH N.J.S.A. 40A:12A-1 ET SEQ., LOCAL REDEVELOPMENT
AND HOUSING LAW**

BE IT ORDAINED, by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey, that Ordinance O-12-26, known as the Lakeland Complex Phase I (Block 12301) Redevelopment Plan as prepared by the Camden County Improvement Authority on July 26, 2005 is hereby amended, as follows:

SECTION 1. That the Redevelopment Plan section titled "Land Use Element" is hereby amended to add the following as paragraph three under the heading "Development / Design Standards":

"In accordance with the Gloucester Township Housing Element and Fair Share Plan and the Settlement Agreement with the Fair Share Housing Center, veteran supportive housing is a permitted and preferable use, in accordance with the development standards to permit senior mid-rise residential developments, as described on page 14 of the Lakeland Phase I Redevelopment Plan and within the SCR-LL – Senior Citizen Residential – Lakeland Redevelopment District.

SECTION 2. That the Redevelopment Plan section titled "Development/Design Standards" is hereby amended to add the following to subsection titled "Implementation Recommendations":

- "Permit Veterans Supportive Housing within Block 12301, Lot 4"

SECTION 3. That the Redevelopment Plan section titled "Senior Mid-Rise Design Standards" is hereby amended to replace and revise the heading and first sentence, as follows:

"SENIOR/VETERANS MID-RISE DESIGN STANDARDS

All Phase 1 redevelopment area senior/veterans mid-rise residential development shall comply with the following requirements:"

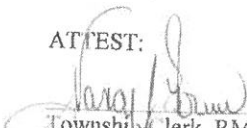
SECTION 4. All ordinances and provisions thereof inconsistent with the provisions of this Ordinance shall be and are hereby repealed to the extent of such inconsistency.

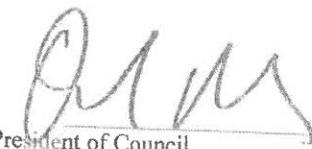
SECTION 5. If any section, subsection or part, clause or phrase of this Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of the ordinance.

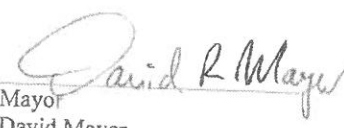
SECTION 6. This Ordinance shall take effect immediately after final passage and publication as required by law.

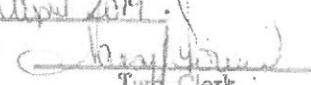
Introduced: April 8, 2019
Adopted: April 22, 2019

ATTEST:


Township Clerk, RMC
Nancy Power


President of Council
Orlando Mercado


Mayor
David Mayer

I hereby certify that the foregoing
is a true copy of a document
by Gloucester Township Council on
22 April 2019.

Twp. Clerk

APPENDIX 6
BLACKWOOD/SOUTHWINDS REDEVELOPMENT PLAN COURT ORDER

BISGAIER HOFF, LLC
2 Eastwick Drive - Suite 101
Gibbsboro, NJ 08026
(856) 784-1370
Richard J. Hoff, Jr., Esquire
Attorneys for Plaintiff

HILL CREEK, LLC, Plaintiff, vs. THE TOWNSHIP OF GLOUCESTER AND THE PLANNING BOARD OF THE TOWNSHIP OF GLOUCESTER, Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION - CAMDEN COUNTY Docket No.: GLO-L-2428-08 P.W. CIVIL ACTION ORDER OF DISMISSAL PURSUANT TO R. 4:37-1(b)
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THIS MATTER having been opened to the Court by Bisgaier Hoff, LLC attorneys for Plaintiff, Hill Creek, L.L.C. ("Plaintiff"), Richard J. Hoff, Jr., Esquire appearing, with the assent of Michael McKenna, attorney for Defendants, the Township of Gloucester and the Planning Board of the Township of Gloucester (the "Defendants"), and based upon the attached Agreement, consent of counsel and for good cause being shown:

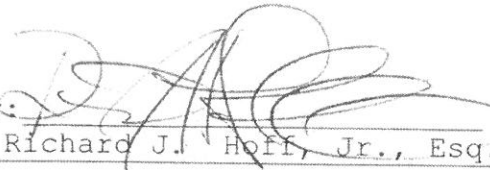
IT IS on this _____ day of _____, 2010 determined that pursuant to: (a) the terms of the Settlement Agreement of Litigation entered into between the Plaintiff, Hill Creek, LLC, and Defendants, the Township of Gloucester and the Planning Board of the Township of Gloucester, a true and correct copy of which is attached hereto as Exhibit "1," which was

executed after public notice and a public hearing on the terms of such Settlement Agreement; and (b) the consent of the parties as evidenced by their undersigned counsel, all claims in this matter are dismissed with prejudice and without costs to any party pursuant to R. 4:37-1(a) of the New Jersey Rules of Court with the following clarifications: (1) at Whereas (3rd) on page 2 of the Settlement Agreement, the original reference to a reduced project size of a maximum of 483 units was a typographical error and has been appropriately revised to reflect the correct unit count of a maximum of 481 units. The Parties agree that the maximum unit count for the Project is 481 total units. (2) The effective date of the Settlement Agreement is December 23, 2009.

BY THE COURT:

FRANCIS J. ORLANDO, JR., A.J.S.C.

We hereby approve and consent to the form and contents of this Order.

BISGAIER HOFF, LLC, Attorneys for Plaintiff, Hill Creek, LLC,  By: <u>Richard J. Hoff, Jr., Esq.</u>	Michael McKenna, Esquire Attorneys for Defendants, the Township of Gloucester and the Planning Board of the Township of Gloucester By: <u>Michael McKenna, Esquire</u>
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SETTLEMENT AGREEMENT OF LITIGATION

Hill Creek, Inc. v. Township of Gloucester and the Planning Board of the Township of Gloucester, Docket No.: L-2428-08

This Settlement Agreement of Litigation (this "Agreement") is entered into this _____ of December, 2009 by and between Plaintiff, Hill Creek, ~~Inc.~~ ^{HLC} ("Hill Creek") with a business address of 39 Cooper Street, Woodbury, New Jersey 08096, New Jersey, and the Township of Gloucester (the "Township") with a business address of 1261 Chews Landing Road, Blackwood, New Jersey, 08012 and the Planning Board of the Township of Galloway (the "Planning Board") with a business address of 1261 Chews Landing Road, Blackwood, New Jersey, 08012. Hill Creek, the Township and the Planning Board are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties."

W I T N E S S E T H:

WHEREAS (1st), Hill Creek is the owner of approximately 56.5 acres within the Township which property is identified on the tax maps of the Township as Block 10801, Lots 6 and 10, and Block 10899, Lots 1, 2 and 3 (collectively and hereinafter referred to as the "Property");

WHEREAS (2nd), on or about May 8, 2007 Hill Creek submitted an application for preliminary subdivision and site plan approval of the Property (the "Application")

 WHEREAS (3rd), the Application originally sought the development of four hundred ninety (497) residential units (now reduced to 487), of which 100 units are reserved for low income and moderate income households in furtherance of the Township's constitutional obligations pursuant to *Southern Burlington Cty. N.A.A.C.P. v. Tp. of Mt. Laurel*, 67 N.J. 151 (1975) ("Mount Laurel I"), *Southern Burlington Cty. N.A.A.C.P. v. Tp. of Mt. Laurel*, 92 N.J. 158 (1983) ("Mount Laurel II") and the regulations of the New Jersey Council on Affordable Housing ("COAH") as well as stormwater management facilities, open space and recreation facilities, roadway improvements and other associated site improvements on the Property (the "Project");

WHEREAS (4th), during the review process for the Application, the Planning Board raised concerns relative to the sufficiency of the information presented in support of the Application and the Project's ability, as proposed, to maintain safe and sufficient circulation with the Project and goals of the Blackwood West redevelopment Plan;

WHEREAS (5th), at its June 10, 2008, hearing the Planning Board denied the Application (the "Denial");

WHEREAS (6th), the Plaintiff appealed the Planning Board's Denial (the "Litigation");

WHEREAS (7th), during the pendency of the Litigation, Hill Creek, and representatives of the Township and the Planning

Board have met to discuss a potential, collective resolution of the Litigation;

WHEREAS (8th), during such settlement discussions, Hill Creek and representatives of the Township and Planning Board developed a revised concept plan for Project that would allow Hill Creek to address the Planning Board's concerns (the "Revised Project");

WHEREAS (9th), the Parties, rather than proceed with potentially protracted and costly proceedings with respect to the Litigation have agreed to terms that will settle the Litigation;

NOW, THEREFORE, in consideration of the premises, terms and conditions set forth herein, intending to be legally bound hereby, the Parties agree as follows:

1. Incorporation of Recitals. The Parties incorporate the foregoing recitals as incorporated herein and made a part hereof.

2. Purpose of Agreement. The purpose of this Agreement is to allow for an amicable settlement of the Litigation. In order to accomplish the foregoing objectives, the Parties further define their rights and obligations as follows:

3. Obligations of the Hill Creek. Hill Creek, through execution of this Agreement, agrees to perform the following:

a. Presentation of Revised Project. Within one hundred twenty (120) days of the Court's approval of this Agreement,

Hill Creek shall submit a preliminary major subdivision and major site plan application for the Revised Project (the "Amended Application"). The Amended Application shall be in the form generally consistent with the concept plan attached hereto as Exhibit "A," but in no event shall the Amended Application propose more than three hundred eighty one (381) market rate, residential units and shall maintain at least a 100 foot (100') buffer between the buildings within the Revised Project and existing single family dwellings located on East Court and West Court. In submitting the Revised Application, Hill Creek shall be entitled to rely on the information, reports and/or documents submitted in support of the Application to the extent that such information, reports and/or documents remain applicable to the Revised Project.

b. Construction of Affordable Housing Units on the Property. Hill Creek has agreed, as part of the Revised Project to construct up to one hundred (100) units, which units shall be reserved for family low income and moderate income households as such households are defined by COAH regulations (the "Affordable Units"). The Affordable Units are to be located in the area generally depicted at Exhibit "A." Hill Creek agrees to maintain the Affordable Units as rental units, in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 and the regulations of the New Jersey Council on Affordable Housing, N.J.A.C. 5:96-1 et seq., N.J.A.C. 5:97-1 et seq. (collectively "COAH Regulations"). It is understood by the Parties that the current land use regulations for the Property do not permit, by right, the construction of one hundred (100) Affordable nonage-restricted Units on the Property, but would only allow for the construction of seventy six (76) Affordable family nonage-restricted Units. As such, the Amended Application shall propose the construction of seventy six (76)

Affordable Units. However, if the Township adopts the redevelopment amendment contemplated by Section 4(a), below, to allow for the construction of additional Affordable Units on the Property, Hill Creek agrees to submit an amended application to allow for the approval of not more than one hundred (100) Affordable Units on the Property.

c. Submission of Additional Information with Revised Application. So as to address the Planning Board's concerns relative to the sufficiency of information presented with the Application, Hill Creek agrees that the Amended Application shall include, at a minimum, sufficient information to address the following areas of Planning Board concerns and/or provide additional information related to:

- i. Additional Soil borings at proposed pond areas;
- ii. Curb Radii throughout Revised Project;
- iii. Sight triangles;
- iv. Traffic circulation plan;
- v. Horizontal curves throughout Revised Project;
- vi. Parking schedule;
- vii. Bedroom count;
- viii. Club House parking;
- ix. On Street parking;
- x. Garage Door design;
- xi. Parking Covenants;
- xii. Drainage calculation data;
- xiii. Perched water table;
- xiv. Basin bottom;

xv. Access to basin No.9;
xvi. Wingwall construction detail;
xvii. Basin # 1 design;
xviii. Basin infiltration;
xix. Stormwater design calculations;
xx. Revised stormwater management design and details;
xxi. Drainage swales to be noted on plans;
xxii. Retaining walls details with final construction details to be submitted at time of final;
xxiii. Spot elevation clarification;
xxiv. Address concerns of and/or meet with the fire marshall; and
xxv. Lighting details to be provided.

d. Withdrawal of COAH Objection. Within forty-five (45) days of the Planning Board's approval of the Amended Application, Hill Creek shall withdraw its previously submitted objection to the Township's Affordable Housing Compliance Plan currently pending before COAH.

4. Obligations of the Planning Board. The Planning Board, through execution of this Agreement, agrees to perform the following:

a. Consideration of the Amended Application. The Planning Board, through execution of this Agreement, agrees that within sixty (60) days of receipt of the Amended Application, it shall schedule the Amended Application for a public hearing. In the event that the Amended Application cannot be concluded in one (1) evening, the Planning Board agrees to continue the Amended Application at the next public meeting, listing the

Amended Application as first on the Planning Board's agenda. The Planning Board further agrees to consider all variances and waivers that may be necessary to allow for the approval of the Amended Agreement as contemplated by the concept plan depicted at Exhibit "A." The Planning Board further agrees to waive all Application fees associated within the Amended Application. The review fees in connection with the Amended Application shall comply with the provisions of N.J.S.A. 40:55D-53.2(e).

5.Obligation of the Township. The Township, through execution of this Agreement, agrees to perform the following:

a.Amended Redevelopment Plan to Accommodate Additional Affordable Units. The Township agrees to cooperate with Hill Creek and the Planning Board in facilitating the terms of this Agreement, including, but not limited to considering a revision to the redevelopment plan for the Property to allow for the construction of one hundred (100) Affordable Units. If, within ninety (90) days of the date of this Agreement, the Township has failed/refused to adopt a revision to the current redevelopment plan to allow for the construction of one hundred (100) Affordable Units on the Property, Hill Creek shall have no continuing obligation to construct one hundred (100) Affordable Units and the Township recognizes and agrees that the extent of Hill Creek's obligation to construction Affordable Units shall be limited to the seventy six (76) units currently required by the redevelopment plan for the Property.

6.Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and substantive provisions of this Agreement.

7.**Cooperation.** The Parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement.

8.**Entire Agreement.** This Agreement, including its prefatory statements, background recitals and exhibits, constitutes the entire Agreement between the Parties with respect to the resolution of the portion of the Litigation involving the Parties. No representative, agent or employee of any Party has been authorized to make any representations and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alterations shall be binding unless reduced to writing and signed by the Parties.

9.**Validity.** In the event that any provision of this Agreement shall be held to be invalid, unenforceable or void, the Parties shall, within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent and resubmit the same for the Court's review and approval.

10.**Construction.** This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey. Jurisdiction with respect to any litigation related to this Agreement by way of enforcement or post-judgment relief shall exclusively be in the Superior Court of New Jersey

for Camden County. Service of any complaint, motion or judgment enforcement proceedings may be affected consistent with the terms hereof for the delivery of notices. The Parties hereby consent to service of process in such manner and waive any other service of process. Process may be affected by written notice pursuant to the terms hereof for notices. The Parties expressly waive a trial by jury in any such litigation or proceedings.

11. Parties Bound and Assignment. The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12. Notice by and Among the Parties. All notices required under this Agreement shall be in writing and shall be given by facsimile or by certified mail, return receipt requested, or by Fedex, UPS or a similarly recognized receipted overnight delivery service. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications or receipts used, and all times for performance based upon such notices shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows or to any successor designated by the respective recipient:

To: Hill Creek, ~~Inc.~~ LLC
Attn.: James Joyce
ADDRESS 2515 Baston St #1206
Baltimore, MD 21224
With Copies to:

Richard J. Hoff, Jr., Esquire
Flaster/Greenberg P.C.
1810 Chapel Avenue West
Cherry Hill, NJ 08002

To: Township Clerk
Township of Gloucester
1261 Chews Landing Road
Blackwood, New Jersey, 08012

With Copies to:

TOWNSHIP SOLICITOR

To: Planning Board Secretary
Gloucester Township Planning Board
1261 Chews Landing Road
Blackwood, New Jersey, 08012

With Copies to:

Michael McKenna, Esq.
648 Longwood Avenue
State Hwy 38 and Longwood Avenue
Cherry Hill, NJ 08002

13. Counterpart Signature. This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately following the delivery of a facsimile counterpart, the sending Party shall deliver a counterpart with the original execution page.

IN WITNESS WHEREOF, the Parties and/or their authorized representatives have signed this Agreement.

Witness:

Hill Creek, Inc.

By:

James Joyce

Title:

Date: Dec 23, 2009

Maryland
STATE OF ~~NEW JERSEY~~:

SS.:
COUNTY OF ~~CAMDEN~~: Baltimore

I CERTIFY that on December 23, 2009,
James Joyce personally came before me and acknowledged
under oath, to my satisfaction, that he is named in and
personally signed this Settlement Agreement of Litigation
("Agreement") as the _____ of Hill Creek, Inc., a
party to the Agreement, with full authorization of behalf of
Hill Creek, Inc., and that Hill Creek, Inc., enters into this
Agreement in consideration of and for the terms and conditions
it contains.

My Commission expires
03/01/11

B.E. Rusty
(Notary)

Attested by:

Gloucester Township
A Municipal Corporation of the
State of New Jersey

By: _____

Print Name: _____

Attested by:

Gloucester Township
A Municipal Corporation of the
State of New Jersey

James J. 1/1/2010

By: Cindy Rau-Hatton

Print Name: Cindy Rau-Hatton

Print Title: Mayor

Date: Dec 17, 2009

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.:
COUNTY OF CAMDEN)

I certify that on December 22, 2009,
Rosemary DeGoria, personally came before me and stated
to my satisfaction that this person: (a) signed, sealed and
delivered the attached document as Municipal Clerk of the
Township of Gloucester, a body corporate and politic of the
State of New Jersey, named in this document; (b) was authorized
to and did execute this document as the
Municipal Clerk, of the Township of Gloucester, the
entity named in this document; and (c) executed this document as
the act of the entity named in this document.

Carol Riggins
NOTARY PUBLIC

CAROL RIGGINS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 10-20-2010

_____ By: _____

Print Name: _____

Print Title: _____

Date: _____, 2009

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.:
COUNTY OF CAMDEN)

I certify that on _____, 2009,
_____, personally came before me and stated
to my satisfaction that this person: (a) signed, sealed and
delivered the attached document as _____ of the
Township of Gloucester, a body corporate and politic of the
State of New Jersey, named in this document; (b) was authorized
to and did execute this document as the
_____, of the Township of Gloucester, the
entity named in this document; and (c) executed this document as
the act of the entity named in this document.

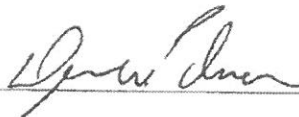
NOTARY PUBLIC

Attested by:

Gloucester Township Planning Board
A Municipal Corporation of the
State of New Jersey



By: _____



Print Name: Dennis W Palmer

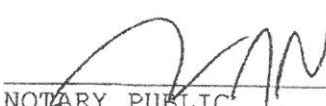
Print Title: CHAIRMAN

Date: 12-8, 2009

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS.:
COUNTY OF CAMDEN)

I certify that on Dec 8, 2009,
Dennis Palmer, personally came before me and stated
to my satisfaction that this person: (a) signed, sealed and
delivered the attached document as CHAIRMAN of the
Gloucester Township Planning Board, a body corporate and politic
of the State of New Jersey, named in this document; (b) was
authorized to and did execute this document as the
CHAIRMAN, of the Township of Gloucester
Township Planning Board, the entity named in this document; and
(c) executed this document as the act of the entity named in
this document.


NOTARY PUBLIC

Michael J McKenna
NJ Attorney

APPENDIX 7
PROPOSED BLACKWOOD/SOUTHWINDS REDEVELOPMENT PLAN
AMENDMENT

0-17-___

ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN AND STATE OF NEW JERSEY ADOPTING AMENDMENT NO. 3 AMENDING ORDINANCE O-04-13 ENTITLED THE BLACKWOOD WEST REDEVELOPMENT PLAN IN ACCORDANCE WITH N.J.S.A. 40A:12A-1 ET SEQ., LOCAL REDEVELOPMENT AND HOUSING LAW.

WHEREAS, the Township of Gloucester (the "Township"), in the County of Camden, State of New Jersey, has designated an area within the Township, known as the Blackwood West Redevelopment Area, as being in need of redevelopment pursuant to N.J.S.A. 40A:12-1 *et seq.*; and

WHEREAS, in order to stimulate redevelopment the Township has adopted by Ordinance O-04-13 the Blackwood West Redevelopment Plan; and

WHEREAS, the Blackwood West Redevelopment Plan, as Amended by Ordinances O-05-12 (Amendment No. 1) and O-06-31 (Amendment No. 2) encompasses an area known as the Blackwood West Redevelopment Area; and

WHEREAS, the Township of Gloucester and the Planning Board of the Township of Gloucester entered into a Settlement Agreement of Litigation with Hill Creek, LLC (Docket No.: L-2428-08) for development of four hundred eighty one (481) residential units on approximately 56.5 acres on property identified as Block 10801, Lots 6 and 10 and Block 10899, Lots 1, 2 and 3 of the Blackwood West Redevelopment Area that have remained undeveloped; and

WHEREAS, the Settlement Agreement of Litigation identifies up to one hundred (100) residential units of the four hundred eighty one (481) residential units shall be reserved for family (nonage-restricted) rental low income and moderate income households as defined by the Council On Affordable Housing (COAH) regulations in furtherance of the Township's affordable housing constitutional obligation; and

WHEREAS, the Settlement Agreement of Litigation required the Planning Board of the Township of Gloucester to consider an application for preliminary major subdivision and site plan, which was approved by Planning Board Resolution No. 051024RDCPPSP adopted on February 08, 2011 providing for two hundred twenty one (221) multi-family units, one hundred fifty eight (158) townhouse units, and a ninety six (96) unit low and moderate income family (nonage-restricted) rental apartment building; and

WHEREAS, the Settlement Agreement of Litigation also requires the Blackwood West Redevelopment Plan be amended to allow for the construction of not more than one hundred (100) affordable rental units for low and moderate income family (nonage-restricted) households; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, a Governing Body may adopt, revise or amend a redevelopment plan for an "area in need of redevelopment"; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, the Planning Board has recommended the changes set forth in this Ordinance pursuant to Planning Board Resolution _____; and

WHEREAS, the Township Council has reviewed and accepted the recommendation of the Planning Board and has determined that it is in the best interest of the Township to adopt this Third Amendment to the Blackwood West Redevelopment Plan in accordance with requirements of the Settlement Agreement of Litigation.

NOW THEREFORE BE IT ORDAINED by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey, that Ordinance O-04-13, known as the Blackwood West Redevelopment Plan as prepared by the consulting firm Clarke ♦ Caton ♦ Hintz dated June 28, 2004 is hereby amended, as follows:

SECTION 1. That the Development Regulations entitled "Mingus Run Redevelopment Zone (M-RD), Section E, titled "General District Requirements," Subparagraph 4(b) is hereby amended by adding the following:

"i. EXCEPTION:

- (1) The twenty (20) percent minimum age-restricted requirement shall not apply to the Southwind, LLC application approved by Planning Board Resolution No. 051024RACPPSP adopted February 08, 2011 as per the Township of Gloucester and the Planning Board of the Township of Gloucester Settlement Agreement of Litigation with Hill Creek, LLC (Docket No.: L-2428-08).

SECTION 2. All ordinances and provisions thereof inconsistent with the provisions of this Ordinance shall be and are hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, subsection or part, clause or phrase of this Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of the ordinance.

SECTION 4. This Ordinance shall take effect immediately after final passage and publication as required by law.

Introduced:

Adopted:

ATTEST:

TOWNSHIP CLERK

PRESIDENT OF COUNCIL

MAYOR