

**THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY**

ORDINANCE NO. 23-

1st Reading _____ Date to Mayor _____
 2nd Reading & Public Hearing _____ Date Returned _____
 Date Adopted: _____ Date Resubmitted to Council _____
 _____ Approved as to Form of Legality
 Effective Date: _____ Township Attorney _____

**AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF EWING IN THE COUNTY OF MERCER, CHAPTER 172 FEES
SECTION 25 UNIFORM CONSTRUCTION CODE**

First Reading

MEMBER	AYE	NAY	ABSENT	ABSTAIN	MOVE	SECOND
Baxter						
Keyes-Maloney						
Schroth						
Steward						
Wollert						

Second Reading

MEMBER	AYE	NAY	ABSENT	ABSTAIN	MOVE	SECOND
Baxter						
Keyes-Maloney						
Schroth						
Steward						
Wollert						

By _____ Date _____ Accepted _____ Rejected _____
 Mayor

Reconsidered
 By Council _____ Override Vote YEA _____ NAY _____

 President of the Council Municipal Clerk

**THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY**

ORDINANCE NO: 23-

**AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF EWING IN THE COUNTY OF MERCER, CHAPTER 172 FEES
SECTION 25 UNIFORM CONSTRUCTION CODE**

WHEREAS, pursuant to N.J.A.C. 5:23-1.1 and N.J.A.C. 5:23-4.17 the Township of Ewing (“Township”) is authorized, by way of ordinance, to set and modify the fees for construction related activities such as permitting and plan review; and

WHEREAS, the Township has not revised the building subcode fees in approximately thirteen (13) years; and

WHEREAS, the Township has reviewed the building subcode fees and is desirous of amending same; and

WHEREAS, the revision of these fees will be greatly beneficial to the Township and can potentially be used for a number of programs serving residents; and

WHEREAS, the Mayor and the Council of the Township have determined that certain amendments to Chapter 172 “Fees”, Section 25 “Uniform construction Code” are necessary to promote and support the welfare of the residents of the Township; and

WHEREAS, in all other respects Chapter 172 entitled “Fees” shall remain in full force and effect; and

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Township of Ewing, County of Mercer that the Code of the Township of **Ewing** be amended as follows:

Section 1 Chapter 172, FEES Section 25 UNIFORM CONSTRUCTION CODE, is hereby amended as follows:

§ 172-25 Uniform Construction Code.

A. Construction permit. The fee for a construction permit shall be the sum of subcode fees listed in Subsection A (1) through (3) and shall be paid before such permit is issued.

(1) Building subcode fees.

(a) For new construction:

[1] ~~Residential R-5: \$0.0225~~ All use groups: \$0.04 per cubic foot of building or structure volume, provided that the minimum fee for residential R-5 shall be \$200 \$400. The minimum fee for all other uses shall be \$600.

[2] ~~All other uses: \$ 0.0340 per cubic foot of building or structure volume, provided that the minimum fee shall be \$600~~ 400.

(b) ~~Renovations, alterations and repair: for single family residences, \$75 per for the first \$2,000 of estimated cost of the project and \$30 per \$1,000 of estimated cost thereafter. For renovations, alterations and repair: for single family residences, \$50 for the first \$2,000 of estimated cost and \$1.50 per \$100 of estimated cost thereafter; for all other uses, \$200 for the first \$2,000 of estimated cost and \$2.50 per \$100 of estimated cost thereafter.~~

(c) For additions, the permit fee shall be computed on the same basis as new construction, Subsection A(1)(a) above.

(d) For a combination of renovation and addition, the fee shall be computed in accordance with Subsection A(1)(b) and (c) above.

(e) All fees payable pursuant to Subsection A(1)(a) and (b) above shall be rounded off to the nearest whole dollar and shall be in addition to any and all fees and surcharges mandated by the New Jersey Department of Community Affairs.

(f) For a plan review, the fee shall be:

[1] Twenty percent (20%) of the cost of the permit.

[2] Five percent (5%) of the cost of the fee for prototype plans.

~~For amendments to plans, the fee shall be:~~

~~[3] Residential R-5: \$20 per hour.~~

~~[4] All other uses: \$100 per hour~~

(g) For review of plans indicating a variance to the Code, the fee shall be:

[1] Class 1 structures: ~~\$800~~748.

[2] Class 2 and 3 structures: ~~\$200~~150

[3] Class 3, R-5 structures: ~~\$75~~50.

[4] Resubmission of Class 1: ~~\$300~~289.

[5] Resubmission of Class 2 and 3: ~~\$100~~82.

[6] Resubmission of Class 3, R-5: no fee.

(h) For review of plans limited to the following improvements/structures, the fee shall be:

[1] Roofs and siding:

[a] ~~Residential R-5: \$50.~~ All other uses other than R-5 costs will be: as set forth in A(1)(b) above

[b] ~~All other uses: as set forth in A(1)(b) above.~~

[2] Sheds:

[a] Residential R-5: \$50.

[b] All other uses: as set forth in A(1)(b) above.

[3] Decks:

[a] Residential R-5: costs based on \$0.50 per square foot of deck or raised patio surface per level, minimum \$400 ~~200~~.

[b] All other uses: as set forth in A(1)(b) above.

[4] Tents:

[a] Residential R-5: ~~\$75~~50.

[b] All other uses: as set forth in A(1)(b) above.

[5] Retaining walls (where a UCC permit is required):

[a] Residential R-5: \$1.75 per linear foot or part thereof, minimum fee of \$100 for each individual retaining wall, less than 550 square feet: ~~\$50~~.

[b] All other uses: \$2.50 per linear foot o part thereof, minimum fee of \$100 for each individual retaining wall. Residential R-5 greater than 550 square feet: \$100.

- [c] ~~All other uses: as set forth in A(1)(b) above.~~
- [6] Lead/asbestos abatement:
- [a] Lead Residential R-5: \$75~~50.~~
- [b] All other uses: as set forth in A(1)(b) above.
- [7] Swimming pools, hot tubs and spas:
- [a] Residential R-5 aboveground: \$200~~50.~~
- [b] Residential R-5 in-ground: \$400.
- [c] Swimming pools other than R-5: \$600. ~~All other uses: as set forth in A(1)(b) above.~~
- [8] Fences Exceeding 6 feet, pool fence:
- [a] Residential R-5: \$100~~50.~~
- [b] All other uses: as set forth in A(1)(b) above.
- [9] Radon abatement:
- [a] Residential R-5: \$75.
- [b] All other uses: as set forth in A(1)(b) above.
- [10] Signs:
- [a] Wall ~~or ground~~ less than 400 square feet: \$2 per square foot with a minimum of \$250.
- [b] Wall ~~or ground~~ or monument greater than 400 square feet or greater of surface area: \$1.25 per square foot of surface area~~500.~~
- [c] New Pylon sign with foundation shall be \$5 per square foot of surface area for the first 100 square feet; \$3.50 per square foot of surface area for 101 to 400 square feet; \$2 per square foot of surface area thereafter; minimum fee shall be \$250.
- [d] ~~Ground greater than 400 square feet: \$350.~~
- [e] ~~Pylon less than 400 square feet: \$500.~~
- [f] ~~Pylon greater than 400 square feet: \$750.~~
- [11] Demolition:
- [a] Residential R-5: \$150~~50.~~
- [b] Class 2 and 3 structures: \$300~~200.~~
- [c] Class 1 structures: \$750~~500.~~
- [12] Moving building (to one lot or location):
- [a] \$200 for first \$1,000 cost plus \$10 for each \$1,000 cost thereafter.
- [b] \$0.034 per cubic foot for foundation plus UCC permits.
- [13] Annual permits.
- [a] One to 25 workers: \$840 per worker.
- [b] Each worker over 25: \$292.

(2) Plumbing subcode fees shall be:

(a) The minimum fee shall be ~~\$75~~^{\$0}.

Special Devices:

(b) ~~The fee shall be \$82~~ ^{\$90.00} per special device for the following: gas outlets grease traps, oil separators, refrigeration units, utility service connections, backflow preventers equipped with test ports (double check valve assembly, reduced pressure zone, and pressure vacuum breaker backflow preventers), steam boilers, hot water boilers (excluding those for domestic water heating), HVAC equipment, gas piping, oil piping, active solar systems, sewer pumps, and interceptors. Per each plumbing fixture, piece of equipment or appliance connected to the plumbing system and for each appliance connected to a gas piping system or for each commercial fixture, piece of equipment or appliance connected to a gas piping system, the fee shall be:

[1] ~~Additional gas outlets: \$25 Residential R-5: \$13.~~

[2] ~~All other Residential or Commercial: \$25.~~

(c) Water heater (gas, oil or electric): ~~\$75~~

[1] ~~Residential R-5: \$13.~~

[2] ~~All other Residential or Commercial: \$60~~

(d) Roof drains: \$50

(e) Special devices. The fee shall be \$91 ~~\$82~~ per special device for the following: grease traps, oil separators, refrigeration units, utility service connections, backflow preventers equipped with test ports (double check valve assembly, reduced pressure zone, and pressure vacuum breaker backflow preventers), steam boilers, hot water boilers (excluding those for domestic water heating), HVAC equipment, oil piping \$91 per riser, active solar systems, sewer pumps, and interceptors, water-cooled air conditioning units, sewage ejectors, domestic steam boilers, gas piping, active solar systems, fuel oil piping, refrigeration units, backflow preventers, utility service connections and hot water boilers.

(f) ~~Gas outlets: \$25~~

(g) Cross-connections and backflow preventers that are subject to annual (or quarterly) testing or retesting: ~~\$75~~^{\$8}.

(h) Stacks/vents R3-R5: \$25.

(i) All other use groups \$90.

(j) Modular homes, smoke test, check systems: \$100

(k) For the purpose of computing the fees below, fixtures, and/or devices ~~or stacks~~ shall include, but not be limited to, lavatories, kitchen sinks, sinks, slop sinks, urinals, bathtubs, water closets, laundry tubs, shower stalls, floor drains, drinking fountains, dishwashers, garbage disposals, clothes washers, hose bibs, ~~roof drains~~ and backflow devices not equipped with test ports or other similar devices - ~~\$25~~.

(l) Stacks \$25 for R3 or R5, \$90 for all other uses.

[1] Mechanical: Mechanical inspections within Residential R-3 or R-5 structures by a mechanical inspector. No separate fee shall be charged for gas, fuel oil, or water piping connections associated with the mechanical appliance inspected. ~~for Use Groups R-1, R-2, R-3 and R-4 where no work requiring additional permits is to be undertaken:~~

[a] Minimum fee: \$75

[b] First device: ~~\$75~~^{\$0}.

- [c] Each additional device: ~~\$50~~15.
- [d] Duct work: \$100
- [e] Gas or oil piping for first outlet: \$25
- [f] Gas or oil piping for each additional outlet: \$90
- [g] Oil tank installation: \$75
- [h] Range hoods: \$75

[2] Mechanical inspections related to the installation of oil piping on fuel tanks:

- [a] Residential R-5: \$26.
- [b] ~~All other residential or commercial: \$40.~~

[3] Appliance inspections for each appliance connected to the gas or oil piping system, including but not limited to furnaces, stoves, dryers, fireplaces and log lighters:

- [a] Residential R-5: ~~\$25~~13.
- [b] ~~All other residential or commercial: \$50.~~

[4] Additional mechanical inspection fees for all use groups (~~except as noted for R-5~~):

- [a] Per 50 linear feet of hydronic piping: ~~\$25~~15 (~~R-5: \$13~~).
- [b] Per 50 linear feet of steam or hydronic radiation: ~~\$25~~15 (~~R-5: \$13~~).
- [c] For each steam or hot-water coil: ~~\$25~~15 (~~R-5: \$13~~).
- [d] Per 50 linear feet of refrigerator piping: ~~\$25~~15 (~~R-5: \$13~~).

[5] Geothermal inspections:

- [a] Residential: \$50.
- [b] ~~Commercial: \$100.~~

(3) Electrical subcode fees for installation of the following:

- (a) The minimum fee shall be ~~\$75~~50.
- (b) Electrical fixture and devices (15 to 20 amps):
 - [1] First 25 devices: ~~\$60~~55 (~~\$60~~45 for R-5).
 - [2] Over 25 devices: ~~\$25~~12 (~~\$25~~8 for R-5) each.
- (c) Receptacles and switches (30 to 50 amp): ~~\$25~~15 (\$13 for R-5) each.
- (d) Receptacles and switches (greater than 50 amp): ~~\$65~~58 each.
- (e) Motors:
 - [1] One to 10 hp motor: ~~\$25~~15 (\$13 for R-5).
 - [2] Eleven to 50 hp motor: ~~\$75~~68 (~~\$58~~ for R-5).
 - [3] Fifty-one to 100 hp motor: ~~\$150~~125 (\$116 for R-5).
 - [4] Greater than 100 hp motor: \$576.

- (f) Transformers and generators:
 - [1] One to 10 kw: ~~\$2515 (\$2513 for R-5)~~.
 - [2] Eleven to 45 kw: ~~\$7568 (\$58 for R-5)~~.
 - [3] Forty-six to 112.50 kw: ~~\$150125 (\$116 for R-5)~~.
 - [4] Greater than 112.5 kw: \$576.
- (g) Service equipment:
 - [1] Zero to 225 amp: \$75 ~~(\$58 for R-5)~~.
 - [2] Two-hundred twenty-six to 1,000 amp: ~~\$175150 (\$116 for R-5)~~.
 - [3] Greater than 1,000 amp: \$576.
- (h) Aboveground pools: ~~\$8575 (\$69 for R-5)~~.
- (i) In-ground pools: ~~\$125100 (\$69 for R-5)~~.
- (j) Pool underwater light: ~~\$2513~~ each.
- (k) Smoke detectors per dwelling unit: See fixtures and devices \$39 (\$29 per dwelling unit for R-5).
- (l) Light standards exceeding 8 feet: \$25.
- (m) ~~Hydro-massage~~ Hot tub: ~~\$8575 (\$69 for R-5)~~.
- (n) Storable pool: ~~\$1510~~.
- (o) Commercial alarm control unit: ~~\$2515~~.
- (p) Commercial closet: \$15.
- (q) Annual pool inspection: ~~\$9075~~.
- (r) Signs (20 to 225 amp): ~~\$6546~~.
- (s) Replacement wiring per branch circuit: ~~\$2515 (\$13 for R-5)~~.
- (t) Temporary pole connection: See § 172-25A(3)(g), Service equipment.
- (u) Photovoltaic (solar system):
 - [1] One to 50 kw: ~~\$20 per kw 75 (\$58 for R-5)~~.
 - [2] ~~Fifty to 100~~ Over 50 kw: ~~\$15 per each kw over 50-\$150 (\$116 for R-5)~~.
 - [3] ~~Greater than 100 kw:~~ ~~\$576~~.
- (v) Residential alarm: \$50 each unit.
- (w) HVAC: \$65.
- (x) Card Readers MAG locks: See fixtures/devices minimum fee.
- (y) Boiler: \$50

(4) Fire subcode fees: for installation of the following, the permit fees shall be no less than \$75 or as detailed below:

(a) Sprinkler heads or detectors:

[1] One to 20: ~~\$7565~~.

[2] Twenty-one to 100: ~~\$175150~~.

[3] One-hundred one to 200: ~~\$300250~~.

[4] Two-hundred one to ~~300400~~: ~~\$600~~.

[5] ~~Three Four~~-hundred one to ~~5001,000~~: ~~\$900800~~.

[6] Over ~~5011,000~~: \$1,500.

(b) Smoke detectors, heat detectors, fire alarms:

[1] One to 20: ~~\$7565~~.

[2] Twenty-one to 100: ~~\$175150~~.

[3] One-hundred one to 200: ~~\$300250~~.

[4] Two-hundred one to ~~300400~~: ~~\$400600~~.

[5] ~~Three Four~~-hundred one to ~~5001,000~~: ~~\$900800~~.

[6] Over ~~5011,000~~: \$1,500.

(c) Standpipes: ~~\$300250~~ for each riser.

(d) Kitchen exhaust commercial hood systems and spray booths: The fee for a permit to construct or install shall be ~~\$150100~~ for the first \$2,000 of estimated cost and \$2.25 per \$100 of estimated cost thereafter, provided that the minimum fee shall be ~~\$150100~~.

(e) Dry or wet alarm valves: \$75

(f) Kitchen exhaust residential hood system: \$60.

(g) Aboveground or underground storage tanks. The fee for a permit to install, remove or abandon shall be:

[1] Residential: ~~\$12550~~ for the first \$2,000 of estimated cost and \$1.50 per \$100 of estimated cost thereafter.

[2] Commercial: For installation, the fee shall be ~~\$280100~~ for the first \$2,000 of estimated cost and \$2.25 per \$100 of estimated cost thereafter. For removal or abandonment, the fee shall be \$100 for the first \$2,000 of estimated cost and \$1.50 per \$100 of estimated cost thereafter.

(h) Gas- or oil-fired appliances:

[1] Residential: ~~\$75-50 for the first \$2,000 of estimated cost and \$1.50 per \$100 of estimated cost thereafter~~.

[2] Commercial: ~~\$150100 for the first \$2,000 of estimated cost and \$2.25 per \$100 of estimated cost thereafter~~.

(i) Pre-engineered system: ~~\$220125~~.

(j) Incinerator: \$365.

(k) Crematorium: \$365.

(l) Preaction valves: \$150

(m) Smoke detector, heat detector, fire alarms for residential: \$35 per unit

(n) Flammable and combustible liquid piping: The fee for a permit to construct or install shall be \$3040 per \$1,000 of estimated cost, provided that the minimum fee shall be \$7535.

(o) Smoke-control system: \$229.

(p) Wood, coal or solid fuel appliance: \$7550 each.

(q) Underground water storage tank for fire protection: \$100.

(r) Underground water service for fire protection: \$400200 each one to five-hundred feet of pipe and \$100 for each additional one-hundred feet of pipe.

(s) Yard hydrants: \$8065 each.

(t) Fire alarm panel replacement: \$125

(u) Backflow preventers for fire protection: \$65 each.

(v) Hose cabinets and stations: \$50 each.

(w) Fire pumps: \$300250 each.

(x) Rooftop solar:

[1] Residential R-5: \$75

[2] All other groups: \$125

(y) Exit signs: \$75.

(z) Fire extinguishers:

[1] one to 20: \$65

[2] 21 to 50: \$75

[3] 51-100: \$150

[4] Every 10 or portion over 100: \$40

(5) Administrative Fees:

(a) Priority Plain Review The fee for a priority plan review shall be charged at a rate of \$250 per discipline in addition to the applicable construction permit fee. Upon written request from the applicant or authorized agent of the applicant, the construction office will commence the plan review within 10 business days of receipt of a properly completed construction permit application that has received the required zoning approval. The per discipline fee shall not be applicable if the construction office is not able to commence the plan review within 10 business days. This section shall not apply to prototype plan review projects. projects: \$250

(b) Off hour inspections will be performed at a rate of \$125 per hour per inspector. A request for off hour inspections must be made in writing stating the number of hours anticipated to be needed and submitted a minimum of 5 business days before the planned off hour inspection is needed. The Township shall add an additional 2 hours due to inspector administrative related work. Full payment is required before the off-hour inspection date.

(c) Expedited inspections: \$125 per each discipline and inspections will be performed within 24 hours of full payment and all requests must be in writing stating the specific inspections desired.

- (d) Copying fee per page: \$0.25
- (e) Amendments or revisions to plans:
 - [1] R5 rate per hour: \$75
 - [2] All other uses rate per hour: \$100
- (f) Change of contractor rate for each discipline: \$75
- (g) Electronic online plan review submission: \$50
- (h) Annual permits:
 - [1] 1-25 workers rate per hour: \$850
 - [2] Each worker over 25: \$300
- (i) Senior discount: 25% for age 65 and older

B. Certificates required.

- (1) Certificates of occupancy. Fees for certificates of occupancy shall be:
 - (a) New building.
 - [1] Residential.
 - [a] Residential R-5: ~~\$150~~75.
 - [b] Addition, R-5: ~~\$150~~50.
 - [c] Garage (detached): \$50.
 - [d] Residential units: \$50.
 - [2] All other uses: \$200.
 - [a] Each tenant: \$150.
 - (b) Temporary certificates of occupancy.
 - [1] \$30. If CO is paid when permit was issued, the first TCO is free.
 - (c) Certificate of continued occupancy.
 - [1] Residential R-5: \$100.
 - [2] All other uses: \$500.
 - (d) Change of use: \$200.

C. Elevators; installations; inspection: as set forth in Subsection B(2), entitled "Certificates of approval."

NOTE: ALL FEES BELOW ARE NON-UCC RELATED

- (a) Resales or new rental.
 - [1] Residential: \$125.
 - [2] Nonresidential: \$200 per unit.
 - [3] First reinspection: no fee.
 - [4] Second reinspection: \$75.

[5] Reinspections thereafter: \$150.

D. ~~Elevators; installations; inspection: as set forth in Subsection B(2), entitled "Certificates of approval."~~

E. Indemnity bonds.

(1) Sign bonds. The owner of every sign shall be bonded in an amount not less than \$1,000 for the erection and maintenance of such sign or billboard.

(2) Wrecking bonds. An owner of a property demolishing a building located on the property is not required to provide any bond in connection with the demolition but must obtain a permit for the demolition from the Building Inspector of the Township of Ewing. Any other person or corporation to whom a permit has been issued to wreck or demolish a building shall provide a bond in the amount of 10% of the assessed value of the property with a minimum requirement of a bond of \$1,000, which bond shall require the completion of the work, the clearing and filling in of the site and which will protect and indemnify the municipality against loss or damage.

(3) Moving bonds. The owner of a building to be moved shall furnish a bond in the amount of \$5,000 or double the assessed value of the property to be moved, whichever is greater.

(4)

F. New construction, surcharge fee. As provided in § 114-1D of this Code, a state surcharge fee shall be collected for construction. The current fee schedule is on file and available for inspection at the office of the Construction Official.

G. Road improvement application fees.

(1) Improved road, Class A. Excavation for a connection from a utility to a curblineline: \$200, except that the fee shall be \$100 if the road is five years or more of age; excavation for extension of utility lines from existing terminus to point of proposed connection: \$1 per square foot of pavement to be restored.

(2) Improved road, Class B. Excavation for a connection from a utility line to a curblineline: \$60; excavation for extension of utility lines from existing terminus to point of proposed connection: \$0.80 per square foot of pavement to be restored.

(3) Improved road, Class C. Excavation for a connection from a utility line to a curblineline: \$40; excavation for extension of utility lines from existing terminus to point of proposed connection: \$0.70 per square foot of pavement to be restored.

(4) Unimproved road. Excavation for a connection from a utility line to a curblineline: \$20; excavation for extension of utility lines from existing terminus to a point of proposed connection: \$0.30 per square foot of pavement to be restored.

H. Sign permit, when not a part of a comprehensive site plan: \$100.

I. ~~Contractor's registration license:~~

(1) ~~Initial registration after January 31 of the calendar year: \$75.~~

(2) ~~Renewal prior to January 31 of the calendar year: \$50.~~

J. Driveway construction.

(1) New or expanding driveways. For all new or expanding driveways, the applicant shall apply for a driveway permit, shall submit a plan of the proposed driveway pursuant to the requirements of Subsection I(5), a copy of a property survey pursuant to the requirements of Subsection I(6), a New Jersey One Call confirmation number pursuant to the requirements of Subsection I(7), and an application fee in the amount of \$50 for residential properties and \$150 for commercial/income-producing properties.

(2) Recovering or resurfacing driveways. For all recovering or resurfacing of driveways, the applicant shall apply for a driveway permit, shall submit a plan of the proposed driveway pursuant to the requirements of Subsection I(5), a copy of a property survey pursuant to the requirements of Subsection I(6), a New Jersey One Call confirmation number pursuant to the requirements of Subsection I(7), and an application fee in the amount of \$25 for residential properties and \$75 for commercial/income-producing properties.

(3) The Construction Official, in consultation with the Township Engineer, shall review and issue all driveway permits.

(4) A driveway permit issued hereunder is valid for a period of two years from the date of issuance.

(5) Construction plan. The plan of the proposed driveway shall demonstrate the location of the driveway, actual driveway dimensions, stations, as well as compliance with all other ordinance requirements, including encroachment, lot coverage, size, clearing/grading for sight distance, drainage and, where necessary, a profile of the driveway showing existing and proposed center-line grade and elevations for the entire driveway length.

(6) Property survey. The survey shall indicate where on the property the driveway will be located, all property lines and easements.

(7) New Jersey One Call. The Underground Facilities Protection Act, N.J.S.A. 48:2-74 et seq., requires notice be provided to the One-Call Damage Prevention System prior to any digging and/or excavating by calling 1-800-272-1000. A confirmation number is provided to each notice of intent to engage in digging and excavation, and applicants must provide that assigned confirmation number with their driveway permit application.

K. Discount on construction fees. The balance, after remittance of all state-mandated fees and allowances, shall be reduced by 50% for all residents aged 62 years or older living in a house located within the Township of Ewing that they own.

Section 2 Severability. Should any section, clause, sentence, phrase or provision of this article be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this article.

Section 3 Repealer. All prior ordinances or parts of the same inconsistent with any provisions of this article are hereby repealed to the extent of such inconsistency.

Section 4 Effective Date. This ordinance shall take effect on August 1, 2023 for all new permits, following final adoption and publication in accordance with law.

**THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY**

ORDINANCE NO. 23-

1st Reading _____ Date to Mayor _____
 2nd Reading & Public Hearing _____ Date Returned _____
 Date Adopted: _____ Date Resubmitted to Council _____
 _____ Approved as to Form of Legality
 Effective Date: _____
 _____ Township Attorney

ORDINANCE OF THE TOWNSHIP OF EWING, IN THE COUNTY OF MERCER, NEW JERSEY AUTHORIZING THE EXECUTION OF ASSIGNMENT AND ASSUMPTION AGREEMENTS AND THE FIRST AMENDMENT TO THE FINANCIAL AGREEMENT WITH PARKWAY TOWN CENTER URBAN RENEWAL, LLC

First Reading

MEMBER	AYE	NAY	ABSENT	ABSTAIN	MOVE	SECOND
Baxter						
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By _____ Date _____ Accepted _____ Rejected _____
 Mayor

Reconsidered
 By Council _____ Override Vote YEA _____ NAY _____

 President of the Council

 Municipal Clerk

THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY

ORDINANCE NO. ~~23~~

ORDINANCE OF THE TOWNSHIP OF EWING, IN THE COUNTY OF MERCER, NEW JERSEY AUTHORIZING THE EXECUTION OF ASSIGNMENT AND ASSUMPTION AGREEMENTS AND THE FIRST AMENDMENT TO THE FINANCIAL AGREEMENT WITH PARKWAY TOWN CENTER URBAN RENEWAL, LLC

WHEREAS, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 et seq., Block 343, Lot 1.01 (the “**Project Site**”) has been designated by the Mayor (the “**Mayor**”) of the Township of Ewing, County of Mercer, New Jersey, (the “**Township**”) and Township Council (the “**Council**”) as an “area in need of redevelopment”; and

WHEREAS, on January 29, 2013, pursuant to Ordinance No. 13-02, the Mayor and Council adopted a redevelopment plan for the redevelopment of the Project Site, (the “**Redevelopment Plan**”); and

WHEREAS, Parkway Town Center Urban Renewal, LLC (the “**Entity**”) entered into an agreement, as amended, (the “**Redevelopment Agreement**”) with the Township governing the Entity’s redevelopment of the Project Site with a mixed-use project pursuant to the Redevelopment Plan (the “**Project**”); and

WHEREAS, the Entity filed an application with the Township seeking a long term tax exemption pursuant to the Long Term Tax Exemption Law *N.J.S.A.* 40A:20-1 et seq. (the “**LTTE Law**”) and approval of a financial agreement in connection with the Project; and

WHEREAS, in accordance with the LTTE Law, the Township and the Entity entered into a financial agreement dated February 27, 2017, which was authorized by Ordinance No. 17-01 adopted by the Council on January 24, 2017 (the “**2017 Financial Agreement**”); and

WHEREAS, the Township and the Entity have determined to execute an amendment to the 2017 Financial Agreement (the “**First Amendment**”, and together with the 2017 Financial Agreement, the “**Financial Agreement**”) to provide for phasing of the Project in accordance with *N.J.S.A.* 40A:20-12(a)(2); and

WHEREAS, the Financial Agreement and the Redevelopment Agreement authorize the transfer of the individual phases of the Project to separate Urban Renewal Entities in accordance with the LTTE Law and the terms and conditions as set forth in the Financial Agreement and the Redevelopment Agreement; and

WHEREAS, the Planning Board of the Township approved the subdivision of the Project into seven (7) development phases (the “**Phases**”) to be undertaken by the entities as set forth below and in the Assignment and Assumption Agreements as herein defined (each a “**Phase Entity**” and together the “**Phase Entities**”)

Lots A (Designated as Lot 1.01W01) & B (Designated as Lot 1.01W02) are known as Phase I (Alpha @ Ewing Town Center Urban Renewal, LLC),

Lot C (Designated as Lot 1.01W03) is Phase II (Bravo @ Ewing Town Center Urban Renewal, LLC),

Lot D (Designated as Lot 1.01W04) is Phase III (Charlie @ Ewing Town Center Urban Renewal, LLC),

Lot E (Designated as Lot 1.01W05) is Phase IV (Ewing Town Center Urban Renewal, LLC),

Lot F (Designated as Lot 1.01W06) is Phase V (Delta @ Ewing Town Center Urban Renewal, LLC),

Lot G (Designated as Lot 1.01W07) is Phase VI, (Echo @ Ewing Town Center Urban Renewal, LLC)

and Lot H (Designated as Lot 1.01W08) is Phase VII (Foxtrot @ Ewing Town Center Urban Renewal, LLC)

WHEREAS, the Phase Entities shall be responsible for the four (4) common element lots: Lot I (Designated as Lot 1.01W09) - the Maintenance Building; Lot J (Designated as Lot 1.01W10)-the Town Center Boulevard; Lot K (Designated as Lot 1.01W11)-the Club House and Lawn Area; and Lot L (Designated as Lot 1.01W12) - the Conservation Area, as set forth in the Assignment and Assumption Agreements; and

WHEREAS, the Township and the Entity desire to enter into agreements with the Phase Entities for each applicable Phase providing for the assignment and transfer of the rights and obligations in and to the Financial Agreement and the Redevelopment Agreement as they relate to the applicable Phase (the “**Assignment and Assumption Agreements**”); and

WHEREAS, the Council desires to approve the transfer of the Financial Agreement and the Redevelopment Agreement to the Phase Entities in accordance with the Assignment and Assumption Agreements and to authorize the execution of the First Amendment and the Assignment and Assumption Agreements.

NOW THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF EWING, IN THE COUNTY OF MERCER, NEW JERSEY, AS FOLLOWS:

1. The aforementioned recitals hereof are incorporated herein as though set forth at length.

2. The Mayor is hereby authorized and directed to execute the First Amendment, substantially in the form attached hereto as **Exhibit A**, together with such additions, deletions, and other modifications deemed necessary upon consultation with counsel to the Township and other appropriate professionals, and prepare, amend, or execute any other agreements necessary to effectuate this ordinance, subject to modification or revisions as deemed necessary and appropriate.

3. The Mayor is hereby authorized and directed to execute the Assignment and Assumption Agreements, substantially in the form attached hereto as **Exhibit B**, together with such additions, deletions, and other modifications deemed necessary upon consultation with counsel to the Township and other appropriate professionals, and prepare, amend, or execute any other agreements necessary to effectuate this ordinance, subject to modification or revisions as deemed necessary and appropriate.

4. The Clerk of the Township is hereby authorized and directed, upon execution of the First Amendment and the Assignment and Assumption Agreements by the Mayor, to attest to the signature of the Mayor and to affix the corporate seal of the Township upon each document.

5. The Township Clerk shall file certified copies of this ordinance and the First Amendment with the Tax Assessor of the Township in accordance with Section 12 of the LTTE Law.

6. In accordance with Section 12 of the LTTE Law, within ten (10) calendar days following the later of the effective date of this ordinance or the execution of the First Amendment by the Entity, the Township Clerk shall transmit a certified copy of this ordinance and the First Amendment to the chief financial officer of Mercer County and to the Mercer County Counsel for informational purposes.

7. The Mayor and Township Clerk are hereby authorized to take such action and to execute such other documents, on behalf of the Township, in consultation with Township counsel and other appropriate professionals, as is necessary to effectuate the terms of the Redevelopment Agreement and Financial Agreement.

8. If any part of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

9. This ordinance shall take effect in accordance with applicable law.

ATTEST:

TOWNSHIP OF EWING

Kim Macellaro,
Township Clerk

Bert Steinmann,
Mayor

Exhibit A

First Amendment to the Financial Agreement

Record and return to:
Kevin McManimon, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068

First Amendment to

Financial Agreement

By and Between

PARKWAY TOWN CENTER URBAN RENEWAL, LLC

And

TOWNSHIP OF EWING

FIRST AMENDMENT TO FINANCIAL AGREEMENT

THIS FIRST AMENDMENT TO FINANCIAL AGREEMENT (this “**First Amendment**”) is entered into as of this ___th day of _____, 2023, by and between **PARKWAY TOWN CENTER URBAN RENEWAL, LLC**, an urban renewal entity qualified to do business under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., as amended and supplemented (the “**LTTE Law**”), with an address at c/o Atlantic Realty Development Co., Inc., 90 Woodbridge Center Drive, Suite 600, Woodbridge, New Jersey 07095 (the “**Entity**”) and the **TOWNSHIP OF EWING**, a public body corporate and politic of the State of New Jersey having an address at 2 Garzio Drive, Ewing, New Jersey 08628 (the “**Township**”, and together with the Entity, the “**Parties**” or “**Party**”).

WITNESSETH

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., Block 343, Lot 1.01 (the “**Project Site**”) has been designated by the Mayor of the Township (the “**Mayor**”) and Township Council (the “**Council**”) as an “area in need of redevelopment”; and

WHEREAS, on January 29, 2013, pursuant to Ordinance No. 13-02, the Mayor and Council adopted a redevelopment plan for the redevelopment of the Project Site, (the “**Redevelopment Plan**”); and

WHEREAS, the Entity entered into an agreement, as amended, with the Township governing the Entity’s redevelopment of the Project Site with the Project pursuant to the Redevelopment Plan (the “**Redevelopment Agreement**”); and

WHEREAS, the Entity filed an application with the Township seeking a long term tax exemption pursuant to the LTTE Law and approval of a financial agreement in connection with the Project; and

WHEREAS, in accordance with the LTTE Law, the Parties entered into a financial agreement dated February 27, 2017, which was authorized by Ordinance No. 17-01 adopted by the Council on January 24, 2017 (the “**2017 Financial Agreement**”); and

WHEREAS, the Parties desire to execute this First Amendment to amend the 2017 Financial Agreement to provide for phasing of the Project in accordance with N.J.S.A. 40A:20-12(a)(2); and

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

SECTION 1: CONFIRMATION OF AGREEMENT. Except as expressly provided herein, the 2017 Financial Agreement is hereby confirmed and reaffirmed in all its particulars.

Except as amended and supplemented by this First Amendment, the 2017 Financial Agreement is ratified and confirmed in all respects.

SECTION 2: DEFINITIONS. It is hereby agreed that the 2017 Financial Agreement and this First Amendment shall be read, taken and construed as one and the same instrument. For purpose of so reading, taking and construing the 2017 Financial Agreement and this First Amendment, all terms used in the 2017 Financial Agreement are used with the same meaning herein (including the use thereof in the recitals and granting clause hereof) unless expressly given a different meaning herein or unless in the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings assigned to them in such recitals.

SECTION 3: AMENDMENTS.

Section 3.1 is hereby amended to read as follows:

This Agreement shall become effective upon its execution and delivery by the Parties. So long as there is compliance with governing law and this Agreement, this Agreement shall remain in effect until the expiration of the tax exemption granted and referred to in Section 2.1 of this Agreement. The tax exemption shall remain in effect from the Commencement Date until the earlier of (i) fifty (50) years from the execution of this Agreement; or (ii) thirty (30) years from the Commencement Date. This Agreement shall continue in force only while the Project is owned or leased, for a minimum period equal to the unexpired term of this Agreement, by an urban renewal entity formed and operating under the LTTE Law. A voluntary transfer of the Project by the Entity shall be subject to the provisions of Article VIII of this Agreement. As provided for in Section 10.4, upon the expiration of the term of this Agreement, the tax exemption on the Project Improvements shall terminate and the Project Site and the Project Improvements shall thereafter be assessed and taxed according to general law applicable to other non-exempt property. The Township will finance a portion of the costs associated with off-site public improvements related to the Project with Bonds (as defined in the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 *et. seq.* (the "RAB Law"). In light of the foregoing, the Parties hereby specifically acknowledge and agree that, pursuant to the RAB Law, specifically N.J.S.A. 40A:12A-66(a), the ability of the Entity to relinquish its status under the LTTE Law (specifically N.J.S.A. 40A:20-13) shall not apply.

SECTION 4: RECORDING. Upon the execution and delivery of this First Amendment, the Entity shall file and record the First Amendment, together with the ordinance approving the same, a certified copy of which is attached as **Exhibit A** hereto, with the Mercer County Clerk, at the Entity's expense, such that this First Amendment shall be reflected upon the land records of the County of Mercer as a municipal lien upon and a covenant running with the Project Site, including any Project Improvements related thereto.

SECTION 5: ENTIRE AGREEMENT. This First Amendment and 2017 Financial Agreement constitute the entire agreement among the Parties with respect to the subject matter

hereof and, this First Amendment supersedes any prior agreements, written or oral including, with respect to such subject matter.

SECTION 6: GOVERNING LAW. This First Amendment shall be construed in accordance with and governed by the substantive laws of the State of New Jersey without reference to conflict of law of principles.

SECTION 7: COUNTERPARTS. This First Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be properly executed as of the date first written above.

**PARKWAY TOWN CENTER URBAN
RENEWAL, LLC**

By: _____
Name:
Title:

THE TOWNSHIP OF EWING

By: _____
Bert Steinmann
Mayor

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Parkway Town Center Urban Renewal, LLC, a New Jersey limited liability company, by _____, its _____, on behalf of the company.

Notary Public

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023,
by Bert Steinmann, the Mayor of the Township of Ewing, a municipal corporation of the County
of Mercer and State of New Jersey, on behalf of the Township.

Notary Public

Exhibit A

[Certified Copy of Ordinance]

Exhibit B

Form of Assignment and Assumption Agreement

Note – this is a form of agreement that will be executed by each of the 7 UREs so each will have its own “financial agreement.”

ASSIGNMENT AND ASSUMPTION AGREEMENT

by and among

THE TOWNSHIP OF EWING

and

PARKWAY TOWN CENTER URBAN RENEWAL, LLC

and

_____ @ EWING TOWN CENTER URBAN RENEWAL, LLC

DATED: _____ 2023

ASSIGNMENT & ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter “**Agreement**”) made this ___th day of _____, 202_, (“**Effective Date**”) between **THE TOWNSHIP OF EWING**, a municipal corporation in the County of Mercer and the State of New Jersey located at 2 Jake Garzio Drive, Ewing, New Jersey 08628 (“**Township**”), **PARKWAY TOWN CENTER URBAN RENEWAL, L.L.C.** (“**Original Entity**”), and _____@ **EWING TOWN CENTER URBAN RENEWAL, LLC** (“**Phase Entity**”), an urban renewal entity formed and qualified to do business under the provisions of the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (“**LTTE**”), having its principal office at 90 Woodbridge Center Drive, Suite 600, Woodbridge, New Jersey 07095.

WITNESSETH:

WHEREAS, on January 29, 2013, the Township adopted Ordinance number 13-02 approving the Redevelopment Plan (the “**Redevelopment Plan**”) for certain property previously designated an area in need of redevelopment the relevant part of which is now identified as Block 343, Lot 1.01 on the Township Tax Map (“**Property**”), and in order to implement the Redevelopment Plan the Ewing Township Redevelopment Agency (“**Agency**”) executed a redevelopment agreement with Lennar Ewing, LLC (“**Lennar**”) on February 5, 2014 pursuant to which Lennar was to become owner of the Property and undertake the “**Project**” described therein; which agreement the Agency authorized Lennar to assign to Parkway Town Center LLC, an entity established by Atlantic Realty Development Co., pursuant to a Consent to and Modification Agreement dated December 16, 2015 between and among Lennar, Parkway Town Center LLC and the Agency and further pursuant to the Assignment Agreement dated December 15, 2015 and, which redevelopment agreement was further amended by the First Amendment to Redevelopment Agreement dated as of April 2020 (collectively, “**Redevelopment Agreement**”); and

WHEREAS, Parkway Town Center LLC was converted to an urban renewal entity and became the Original Entity and it applied for and received approval for a long term tax exemption pursuant to the LTTE and the Township and Original Entity, executed a financial agreement, dated February 27, 2017, as amended by the First Amendment to the Financial Agreement, dated _____, 2023 (“**Financial Agreement**”), related to the Project; and

WHEREAS, as a condition of the financing of the Project, it is necessary and appropriate for the Original Entity to transfer the Financial Agreement to the separate Urban Renewal Entities to be established by the Original Entity, however the subdivision is being undertaken only for financing purposes and it is contemplated that those separate Urban Renewal Entities will continue to be wholly owned by the same parties who own the Original Entity at the time of execution of this Agreement; however in the event that there is a transfer of the Phase Entity Property (as defined below) or of the ownership of the Phase Entity to persons or entity(es) other than the persons or entity(ies) that presently own the Original Entity (“**Transfer Event**” as defined below), the lot owners association will be formed as provided for in the Declaration (as defined herein) and the Project will continue to be governed and operated as one integrated project pursuant to the terms of the Declaration described below; and

WHEREAS, the Financial Agreement (Section 8.1) authorized transfers of individual construction phases (the “Phases”) of the Project to Urban Renewal Entities eligible to operate under the LTTE Law provided: i) that there is no default regarding any performance required of the Original Entity under the Financial Agreement; ii) there is full compliance with the LTTE Law; and iii) the transferor Original Entity’s obligations under the Financial Agreement are fully assumed by the transferee entity (Financial Agreement, Section 8.1), and the Financial Agreement further contemplated that the Original Entity that had entered into the Financial Agreement shall be discharged from any further obligations under the Financial Agreement upon such transfer and assumption of the Financial Agreement by the Urban Renewal Entities (Section 8.1 (iv)); and

WHEREAS, consistent with the Financial Agreement, the Redevelopment Agreement also authorized certain permitted transfers of all or part of the Project, on notice to the Township and on conditions substantially similar to those in the Financial Agreement, provided that transfers of individual Phases of the Project were made consistent with the terms approved by the Township Planning Board (“**Planning Board**”) (Redevelopment Agreement, Section 8.04(vii)), and specifically contemplated the establishment of separate Urban Renewal Entities to construct any Phase of the Project which entities were to make annual payments to the Township in lieu of taxes in an amount set forth in separate Financial Agreements for each of the Phases (Redevelopment Agreement, Section 3.05); and

WHEREAS, the Planning Board recently approved the subdivision of the Project into individual Phases (the “**Subdivision**”) based on terms and conditions set forth in the Resolution dated January 5, 2023, and in accordance with the Subdivision Plan approved by the Planning Board and recorded in the Mercer County Clerk’s Office on [REDACTED], 2022 at Maps- [REDACTED] as **Instrument # [REDACTED]**, pursuant to which the Project was to be subdivided into seven (7) development Phases (the Lots identified on the Major Subdivision Plan dated 8/18/22, attached hereto as **Exhibit A**, constitute the following seven properties) and the Financial Agreement will be transferred to the respective Urban Renewal Entities:

Lots A (Designated as Lot 1.01W01) & B (Designated as Lot 1.01W02) are known is Phase I (Alpha @ Ewing Town Center Urban Renewal ,LLC) ,

Lot C (Designated as Lot 1.01W03) is Phase II (Bravo @ Ewing Town Center Urban Renewal, LLC),

Lot D (Designated as Lot 1.01W04) is Phase III (Charlie @ Ewing Town Center Urban Renewal ,LLC),

Lot E (Designated as Lot 1.01W05) is Phase IV (Ewing Town Center Urban Renewal, LLC),

Lot F (Designated as Lot 1.01W06) is Phase V (Delta @ Town Center Urban Renewal, LLC),

Lot G (Designated as Lot 1.01W07) is Phase VI, (Echo @ (Ewing Town Center Urban Renewal, LLC)

and Lot H (Designated as Lot 1.01W08) is Phase VII (Foxtrot @ Ewing Town Center Urban Renewal, LLC)

and four (4) common element lots

Lot I (Designated as Lot 1.01W09) is the Maintenance Building,
Lot J (Designated as Lot 1.01W10) is the Spine Road Lot,
Lot K (Designated as Lot 1.01W11) is the Clubhouse and Lawn Area, and
Lot L (Designated as Lot 1.01W12) is the Conservation Area; and

WHEREAS, as a condition of the Planning Board approval of the Subdivision, a declaration of Covenants, Conditions, Restrictions and Easements and Related Agreement to Coordinate Operation of Phases in the Event of an Authorized Transfer (“**Declaration**”) will be filed in the County Clerk’s Office to ensure that if there is a Transfer Event (as defined in the Declaration) with respect to the property on which the Phase Entity is to develop and operate that redevelopment improvement or with respect to the ownership of any Phase Entity, the Project will be governed and operated as one integrated project as intended by the Redevelopment Plan and Redevelopment Agreement; and

WHEREAS, the conditions for transfer to the new Urban Renewal Entities described above have been met: (a) each Phase Entity is a new urban renewal entity eligible to operate under the LTTE Law, (b) the Original Entity is not in default regarding any performance required of it under the Financial Agreement, (c) there has been full compliance with the LTTE Law, and (d) the Original Entity’s obligations under the Financial Agreement are to be fully assumed by the Phase Entity; and

WHEREAS, it is understood between all parties to this Agreement that: a) the assumption of the Financial Agreement and Redevelopment Agreement by each Phase Entity will be limited to the subdivided portion of the Project and the Common Elements (as defined in the Declaration) controlled by that Phase Entity, b) the term “Property” as used in the assumed Financial Agreement and Redevelopment Agreement will be limited to that Phase Entity Property including the Common Elements; and c) this Agreement shall relate to Phase # ___ for Lot(s) _____ (the “**Phase Entity Property**”) only; and

WHEREAS, the Original Entity is on this day transferring to the Phase Entity named on the first page of this Agreement all of its rights and obligations under the Financial Agreement with respect to the Phase of the Project to be undertaken by it, and simultaneously the Original Entity is transferring all of its rights and obligations under the Financial Agreement and Redevelopment Agreement to all of the respective seven Phase Entities described above, each with respect to the applicable Phase; and the Original Entity having transferred its rights and obligations under the Financial Agreement to the Phase Entities, will no longer be an urban renewal entity and will apply to the New Jersey Department of Community Affairs to modify its formation documents and to change its name back to Parkway Town Center LLC.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which are hereby agree as follows:

1. Capitalized terms used in this Agreement, but not defined herein, shall have the meaning accorded to them under the Redevelopment Agreement, Financial Agreement or Declaration.
2. Assignment & Assumption.

a) Original Entity hereby assigns and transfers to the Phase Entity all of the Original Entity's rights and obligations in and to the Financial Agreement with respect to the Phase Entity Property.

b) Phase Entity hereby accepts the transfer of the Financial Agreement and assumes all of the rights and obligations of the Original Entity thereunder with respect to the Phase Entity Property.

c) Pursuant to the terms and conditions of the Financial Agreement Section 8.1, and as authorized by the Ordinance described below, the Township has approved the transfer of the Financial Agreement by the Original Entity to the Phase Entities and the Township agrees that henceforth the term "Entity" in the Financial Agreement shall hereafter refer to each Phase Entity; each Phase Entity shall be entitled to the rights and shall be responsible for performance of its obligations with respect to its Phase and no alleged default by the Original Entity or any other Phase Entity with respect to other Phases can be the basis for a default under the Financial Agreement with respect to the applicable Phase Entity and its Phase. Also pursuant to the Financial Agreement, the Phase Entity will be required to pay Land Tax Payments on the commercial portion of the Project if a commercial portion exists in such Phase (the Residential Land, including the Common Elements that will be used by all of the primarily residential Phase Entities, is exempt from land taxes) and the Phase Entity that does pay Land Tax Payments shall be entitled to a credit against the Land Tax as provided in accordance with Section 4.4 of the Financial Agreement.

d) Upon the execution of the Assignment and Assumption Agreements with respect to each of the seven Phases, consistent with Section 8.1 (iv) of the Financial Agreement, the Original Entity is hereby released and discharged of any obligations and/or liabilities under, or arising from, the Financial Agreement from and after the Effective Date with respect to the obligations being assumed by the Phase Entities.

e) Original Entity, the successor to Parkway Town Center LLC the Redeveloper under the Redevelopment Agreement, hereby assigns and transfers to Phase Entity all of its right, title, interest and benefit in and to the Redevelopment Agreement as it relates to the Phase Entity Property; Phase Entity hereby accepts the transfer of the Redevelopment Agreement and assumes all of the obligations of the Original Entity thereunder as it relates to the Phase Entity Property. The Township hereby approves that transfer of the Phase Entity Property and the applicable phase of the Project as it relates to the Phase Entity Property by the Original Entity to the Phase Entity pursuant to the Permitted Transfer provisions of the Redevelopment Agreement (Section 8.04) subject to the notice requirements as set forth in Section 8.05 of the Redevelopment Agreement. By approval of the Ordinance authorizing this Agreement, the Township hereby confirms that the assignment of the Redevelopment Agreement by the Original Entity to the Phase Entity is authorized by the Redevelopment Agreement and agrees that the term "Redeveloper" in the Redevelopment Agreement shall hereafter refer to the Phase Entity as it relates to the Phase Entity Property. Upon the execution of this Agreement with all seven of the Phase Entities, the Original Entity shall be released from any and all obligations arising or accruing under the Redevelopment Agreement and/or with respect to the Project as a result of an act or omission occurring

after the Effective Date.

3. Notice. The address of the "Entity" under Section 12.2 of the Financial Agreement and the address of the Redeveloper under the Redevelopment Agreement with respect to the Phase Entity Property shall be: _____@ Ewing Town Center Urban Renewal, LLC, c/o Atlantic Realty Development Co., Inc., 90 Woodbridge Center Drive, Suite 600, Woodbridge, New Jersey 07095, Attention _____; fax: _____, email: _____ and copy to _____, Esquire, Atlantic Realty Development Co., Inc., 90 Woodbridge Center Drive, Suite 600, Woodbridge, New Jersey 07095, Attention _____; fax: _____, email: _____.
4. Authorizing Ordinance. The Ordinance _____ adopted by the Township Council on _____, 202_ authorizing this assignment and assumption of the Financial Agreement and Redevelopment Agreement is attached hereto as **Exhibit B** and is also made a part of this Agreement.
5. Miscellaneous.
 - a) To the extent that the Phase Entity is assuming the Financial Agreement and Redevelopment Agreement with respect to the relevant Phase, the assumed agreements shall be an unmodified version of the Financial Agreement and Redevelopment Agreement in full force and effect other than that it shall apply only to the Phase of the Project being transferred to the Phase Entity.
 - b) Original Entity shall simultaneously with the execution of this Agreement reimburse the Township for the reasonable costs and expenses of the Township in relation to this Agreement and the transactions associated with this Agreement.
 - c) This Agreement, together with the Financial Agreement and Redevelopment Agreement, embodies the entire agreement and understanding among the parties relating to the subject matter hereof.
 - d) The execution and delivery of this Agreement has been duly authorized by all necessary action of each of the parties hereto and represents the valid and binding act and obligation of each of them, enforceable against each of them in accordance with its terms. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. None of the terms or provisions hereof may be waived, modified or amended, except by an instrument in writing executed by the party to be charged therewith.
 - e) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement and it shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

f) In order to expedite and facilitate the execution of this Agreement, scanned and electronically transmitted signatures shall be acceptable to all parties and may be used in place of the original signatures to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

ATTEST:

THE TOWNSHIP OF EWING

Name:
Title:

By: _____
Name:
Title:

ACKNOWLEDGMENT

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

I CERTIFY that on _____, 202_, _____
personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the Township of Ewing, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is Bert Steinman, the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- (e) this person signed this proof to attest to the truth of these facts.

_____, Township Clerk

Sworn to and subscribed
before me the date aforesaid.
this _____ day of _____, 202_.

Name:
Title:
My Commission Expires:

[Acknowledgment of Township of Ewing]

ATTEST:

[_____@ EWING TOWN CENTER
URBAN RENEWAL, LLC

Name:

By:, Managing Member

Title:

By: _____

Managing Member of

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

BE IT REMEMBERED, that on _____, 202_, _____
personally came before me, and acknowledged under oath, to my satisfaction that he:

- (a) was the maker of the attached instrument,
- (b) is the Managing Member of [Insert Name Of The Relevant Phase Entity], the entity named in the Declaration, and was authorized to and did execute this Assignment and Assumption Agreement; and
- (c) executed this Assignment and Assumption Agreement as the act of [Insert Name Of The Relevant Phase Entity], the Phase Entity, named in the instrument.

Sworn to and subscribed
before me the date aforesaid.
this _____ day of _____, 202_.

Name:

Title:

My Commission Expires:

[Acknowledgment to Insert Name Of The Relevant Phase Entity]

ATTEST:

PARKWAY TOWN CENTER
URBAN RENEWAL, LLC

Name:
Title:

By: _____
Name:
Title:

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

BE IT REMEMBERED, that on _____, 202_____ personally came before me, an Attorney at Law of the State of New Jersey, and acknowledged under oath, to my satisfaction that he:

- (a) was the maker of the attached instrument,
- (b) is the Managing Member of Parkway Town Center Urban Renewal, LLC, the entity named in the Assignment and Assumption Agreement, and was authorized to and did execute this Assignment and Assumption Agreement; and
- (c) executed this Assignment and Assumption Agreement as the act of Parkway Town Center Urban Renewal, LLC the Original Entity, named in the instrument.

Sworn to and subscribed
before me the date aforesaid.

Name:
[Notary Public][Attorney] of the State of
New Jersey

[Acknowledgment to Parkway Town Center Urban Renewal, LLC]

EXHIBIT A

Major Subdivision Plan dated 8/18/22

EXHIBIT B

Ordinance _____ adopted by the Township Council on _____

[page break]

EXHIBIT C

Certificate of Formation of Phase Entity
pursuant to N.J.S.A. 40A:20A-1 et seq.

LINE DATA

SEQUENCE	DIRECTION	LENGTH	BEARING
101	S 87° 52' 00" E	131.18	S 87° 52' 00" E
102	S 87° 52' 00" E	131.18	S 87° 52' 00" E
103	S 87° 52' 00" E	131.18	S 87° 52' 00" E
104	S 87° 52' 00" E	131.18	S 87° 52' 00" E
105	S 87° 52' 00" E	131.18	S 87° 52' 00" E
106	S 87° 52' 00" E	131.18	S 87° 52' 00" E
107	S 87° 52' 00" E	131.18	S 87° 52' 00" E
108	S 87° 52' 00" E	131.18	S 87° 52' 00" E
109	S 87° 52' 00" E	131.18	S 87° 52' 00" E
110	S 87° 52' 00" E	131.18	S 87° 52' 00" E
111	S 87° 52' 00" E	131.18	S 87° 52' 00" E
112	S 87° 52' 00" E	131.18	S 87° 52' 00" E
113	S 87° 52' 00" E	131.18	S 87° 52' 00" E
114	S 87° 52' 00" E	131.18	S 87° 52' 00" E
115	S 87° 52' 00" E	131.18	S 87° 52' 00" E
116	S 87° 52' 00" E	131.18	S 87° 52' 00" E
117	S 87° 52' 00" E	131.18	S 87° 52' 00" E
118	S 87° 52' 00" E	131.18	S 87° 52' 00" E
119	S 87° 52' 00" E	131.18	S 87° 52' 00" E
120	S 87° 52' 00" E	131.18	S 87° 52' 00" E

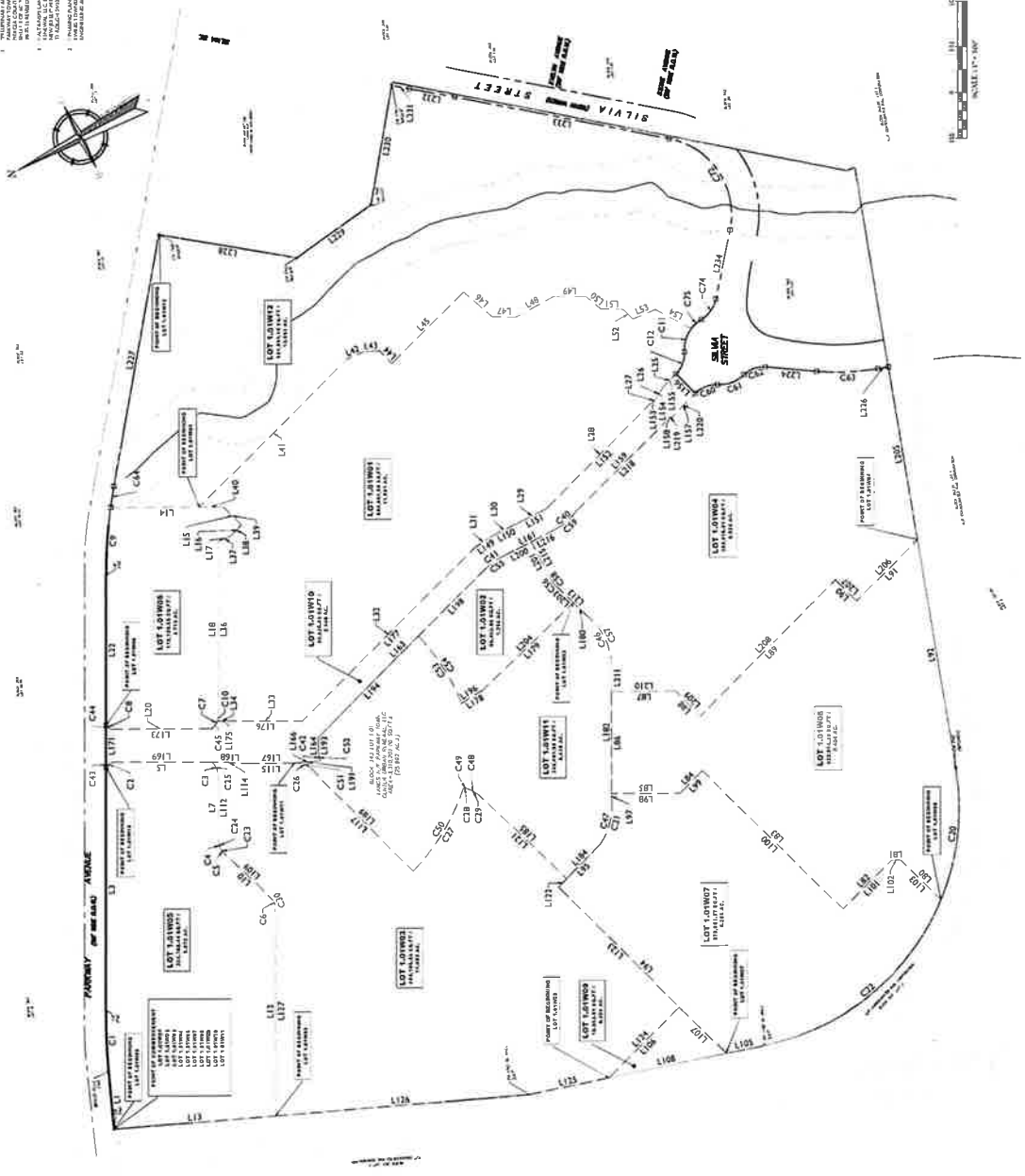
LINE DATA

SEQUENCE	DIRECTION	LENGTH	BEARING
121	S 87° 52' 00" E	131.18	S 87° 52' 00" E
122	S 87° 52' 00" E	131.18	S 87° 52' 00" E
123	S 87° 52' 00" E	131.18	S 87° 52' 00" E
124	S 87° 52' 00" E	131.18	S 87° 52' 00" E
125	S 87° 52' 00" E	131.18	S 87° 52' 00" E
126	S 87° 52' 00" E	131.18	S 87° 52' 00" E
127	S 87° 52' 00" E	131.18	S 87° 52' 00" E
128	S 87° 52' 00" E	131.18	S 87° 52' 00" E
129	S 87° 52' 00" E	131.18	S 87° 52' 00" E
130	S 87° 52' 00" E	131.18	S 87° 52' 00" E
131	S 87° 52' 00" E	131.18	S 87° 52' 00" E
132	S 87° 52' 00" E	131.18	S 87° 52' 00" E
133	S 87° 52' 00" E	131.18	S 87° 52' 00" E
134	S 87° 52' 00" E	131.18	S 87° 52' 00" E
135	S 87° 52' 00" E	131.18	S 87° 52' 00" E
136	S 87° 52' 00" E	131.18	S 87° 52' 00" E
137	S 87° 52' 00" E	131.18	S 87° 52' 00" E
138	S 87° 52' 00" E	131.18	S 87° 52' 00" E
139	S 87° 52' 00" E	131.18	S 87° 52' 00" E
140	S 87° 52' 00" E	131.18	S 87° 52' 00" E

CURVE DATA

SEQUENCE	NAME	ANGLE	CHORD	CHORD BEARING	PI	PC	PT	LC	LC BEARING	LC LENGTH
1	C1	90° 00' 00"	131.18	S 87° 52' 00" E	131.18	131.18	131.18	131.18	S 87° 52' 00" E	131.18
2	C2	90° 00' 00"	131.18	S 87° 52' 00" E	131.18	131.18	131.18	131.18	S 87° 52' 00" E	131.18
3	C3	90° 00' 00"	131.18	S 87° 52' 00" E	131.18	131.18	131.18	131.18	S 87° 52' 00" E	131.18
4	C4	90° 00' 00"	131.18	S 87° 52' 00" E	131.18	131.18	131.18	131.18	S 87° 52' 00" E	131.18
5	C5	90° 00' 00"	131.18	S 87° 52' 00" E	131.18	131.18	131.18	131.18	S 87° 52' 00" E	131.18
6	C6	90° 00' 00"	131.18	S 87° 52' 00" E	131.18	131.18	131.18	131.18	S 87° 52' 00" E	131.18
7	C7	90° 00' 00"	131.18	S 87° 52' 00" E	131.18	131.18	131.18	131.18	S 87° 52' 00" E	131.18
8	C8	90° 00' 00"	131.18	S 87° 52' 00" E	131.18	131.18	131.18	131.18	S 87° 52' 00" E	131.18
9	C9	90° 00' 00"	131.18	S 87° 52' 00" E	131.18	131.18	131.18	131.18	S 87° 52' 00" E	131.18
10	C10	90° 00' 00"	131.18	S 87° 52' 00" E	131.18	131.18	131.18	131.18	S 87° 52' 00" E	131.18

NOTES:
1. THIS PLAN AND THE FIELD BOOK AND RECORDS HEREON SHALL BE THE PROPERTY OF COLLINS ENGINEERING & DESIGN, INC. AND SHALL REMAIN THE PROPERTY OF COLLINS ENGINEERING & DESIGN, INC. UNTIL THE PROJECT IS COMPLETELY FINISHED AND ALL RECORDS ARE DEPOSITED IN THE OFFICE OF COLLINS ENGINEERING & DESIGN, INC. AFTER WHICH THE ORIGINALS SHALL BE RETURNED TO THE CLIENT.
2. THIS PLAN AND THE FIELD BOOK AND RECORDS HEREON SHALL BE THE PROPERTY OF COLLINS ENGINEERING & DESIGN, INC. UNTIL THE PROJECT IS COMPLETELY FINISHED AND ALL RECORDS ARE DEPOSITED IN THE OFFICE OF COLLINS ENGINEERING & DESIGN, INC. AFTER WHICH THE ORIGINALS SHALL BE RETURNED TO THE CLIENT.
3. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND LOCAL GOVERNMENTS.
4. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND LOCAL GOVERNMENTS.
5. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND LOCAL GOVERNMENTS.
6. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND LOCAL GOVERNMENTS.



GENERAL NOTES:
1. THIS PLAN AND THE FIELD BOOK AND RECORDS HEREON SHALL BE THE PROPERTY OF COLLINS ENGINEERING & DESIGN, INC. UNTIL THE PROJECT IS COMPLETELY FINISHED AND ALL RECORDS ARE DEPOSITED IN THE OFFICE OF COLLINS ENGINEERING & DESIGN, INC. AFTER WHICH THE ORIGINALS SHALL BE RETURNED TO THE CLIENT.
2. THIS PLAN AND THE FIELD BOOK AND RECORDS HEREON SHALL BE THE PROPERTY OF COLLINS ENGINEERING & DESIGN, INC. UNTIL THE PROJECT IS COMPLETELY FINISHED AND ALL RECORDS ARE DEPOSITED IN THE OFFICE OF COLLINS ENGINEERING & DESIGN, INC. AFTER WHICH THE ORIGINALS SHALL BE RETURNED TO THE CLIENT.
3. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND LOCAL GOVERNMENTS.
4. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND LOCAL GOVERNMENTS.
5. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND LOCAL GOVERNMENTS.
6. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND LOCAL GOVERNMENTS.

APPROVALS:

DESIGNED BY: _____ DATE: _____
 CHECKED BY: _____ DATE: _____
 DRAWN BY: _____ DATE: _____
 PLANNED BY: _____ DATE: _____
 PROJECT MANAGER: _____ DATE: _____
 SURVEYOR: _____ DATE: _____
 REGISTERED PROFESSIONAL ENGINEER: _____ DATE: _____
 REGISTERED PROFESSIONAL SURVEYOR: _____ DATE: _____

PROJECT INFORMATION:

PROJECT NAME: _____
 ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____
 CLIENT: _____
 CONTRACT NO.: _____

DESCRIPTION OF PROPERTY
EWING TOWNSHIP
MERCER COUNTY, NEW JERSEY

SUBDIVISION DESCRIPTIONS
BLOCK 343, LOT 1.01
PROJECT NO. 13007589C
MAY 24, 2023
PAGE 1 | 18

All that certain lot, tract or parcel of land situate, lying and being in Ewing Township, County of Mercer and State of New Jersey and being Lots A through K, as shown on the plan entitled "Major Subdivision Plan for Ewing Town Center, Block 343, Lot 1.01, Ewing Township, Mercer County, New Jersey," prepared by Maser Consulting dated August 18, 2022, and revised May 24, 2023, and being more particularly bounded and described as follows to wit:

Lot 1.01W01

BEGINNING at a point in Lot 1.01, Block 343, said point being the following five courses from the intersection of the easterly boundary line of Lot 1, Block 342, with the southwesterly right-of-way line of Parkway Avenue (80 feet wide):

- a. **S 67° 27' 43" E, 127.53 feet**, along the aforesaid southwesterly right-of-way line of Parkway Avenue, to a point of curvature therein, thence
- b. **Southeasterly**, along an arc, having a radius of **1470.52 feet** and curving to the right, an arc distance of **132.82 feet** (central angle of **5°10'30"**), said arc being connected by a chord bearing of **S 64°52'28" E** and a chord distance of **132.77 feet**, along the same, to a point therein, thence
- c. **S 62° 17' 13" E, 955.36 feet**, along the same to a point therein, thence
- d. **Southeasterly**, along an arc, having a radius of **1,115.70 feet** and curving to the right, an arc distance of **146.44 feet** (central angle of **7°31'12"**), said arc being connected by a chord bearing of **S 58°31'37" E** and a chord distance of **146.33 feet**, along the same, to a point therein, thence
- e. **S 27° 42' 19" W, 190.17 feet**, through Lot 1.01, Block 343, to a point therein, and running, thence
 1. **S 17° 13' 51" E, 454.51 feet**, through the same, to a point therein, thence
 2. **S 3° 38' 30" W, 40.17 feet**, through the same, to a point therein, thence
 3. **S 23° 56' 15" W, 36.44 feet**, through the same, to a point therein, thence
 4. **S 73° 09' 34" W, 38.84 feet**, through the same, to a point therein, thence
 5. **S 16° 50' 26" E, 219.31 feet**, through the same, to a point therein, thence
 6. **S 69° 06' 39" W, 80.77 feet**, through the same, to a point therein, thence
 7. **S 29° 44' 59" W, 51.33 feet**, through the same, to a point therein, thence
 8. **S 0° 26' 22" E, 93.13 feet**, through the same, to a point therein, thence

9. S 27° 33' 59" W, 70.27 feet, through the same, to a point therein, thence
10. S 67° 58' 55" W, 43.56 feet, through the same, to a point therein, thence
11. S 29° 25' 46" W, 48.42 feet, through the same, to a point therein, thence
12. S 71° 25' 32" W, 30.10 feet, through the same, to a point therein, thence
13. S 5° 30' 28" W, 53.44 feet, through the same, to a point therein, thence
14. S 55° 28' 33" W, 89.64 feet, through the same, to a point therein, thence
15. Northwesterly, along an arc, having a radius of 77.00 feet and curving to the left, an arc distance of 53.86 feet (central angle of 40°04'47"), said arc being connected by a chord bearing of N 45°37'11" W and a chord distance of 52.77 feet, through the same, to a point therein, thence
16. Northwesterly, along an arc, having a radius of 63.00 feet and curving to the right, an arc distance of 53.19 feet (central angle of 48°22'21"), said arc being connected by a chord bearing of N 41°28'23" W and a chord distance of 51.62 feet, through the same, to a point therein, thence
17. N 18° 39' 52" W, 39.95 feet, through the same, to a point therein, thence
18. N 28° 28' 12" W, 36.09 feet, through the same, to a point therein, thence
19. N 72° 25' 38" E, 2.02 feet, through the same, to a point therein, thence
20. N 17° 17' 25" W, 332.92 feet, through the same, to a point therein, thence
21. N 1° 25' 21" E, 70.79 feet, through the same, to a point therein, thence
22. N 0° 42' 47" E, 63.69 feet, through the same, to a point therein, thence
23. N 6° 33' 44" W, 40.92 feet, through the same, to a point therein, thence
24. N 17° 17' 13" W, 532.33 feet, through the same, to a point therein, thence
25. N 27° 43' 06" E, 164.66 feet, through the same, to a point therein, thence
26. N 27° 43' 06" E, 22.24 feet, through the same, to a point therein, thence
27. Southeasterly, along an arc, having a radius of 35.00 feet and curving to the left, an arc distance of 11.55 feet (central angle of 18°54'27"), said arc being connected by a chord bearing of S 52°46'45" E and a chord distance of 11.50 feet, through the same, to a point therein, thence

28. **S 62° 17' 13" E, 380.31 feet**, through the same, to a point therein, thence
29. **S 2° 22' 51" W, 31.28 feet**, through the same, to a point therein, thence
30. **S 19° 12' 13" E, 32.05 feet**, through the same, to a point therein, thence
31. **N 72° 42' 47" E, 55.65 feet**, through the same, to a point therein, thence
32. **N 27° 42' 19" E, 51.46 feet**, through the same, to the Point and Place of **BEGINNING**.

CONTAINING: 504,901.58 square feet (11.591 acres) of land, more or less.

Lot 1.01W02

BEGINNING at a point in Lot 1.01, Block 343, said point being the following twelve courses from the intersection of the easterly boundary line of Lot 1, Block 342, with the aforesaid southwesterly right-of-way line of Parkway Avenue:

- a. **S 23° 10' 47" W, 901.87 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342, to an angle point therein, thence
- b. **S 16° 16' 47" E, 524.24 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342, to a point of curvature therein, thence
- c. **Southeasterly**, along an arc, having a radius of **529.00 feet** and curving to the left, an arc distance of **811.82 feet** (central angle of **87° 55' 40"**), said arc being connected by a chord bearing of **S 27° 41' 23" E** and a chord distance of **734.47 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342 and the northeasterly boundary line of Lot 2, Block 342, to a point in the aforesaid northerly boundary line of Lot 1, Block 342.01, thence
- d. **S 71° 39' 13" E, 505.88 feet**, along the aforesaid northerly boundary line of Lot 1, Block 342.01, and running, thence
- e. **N 17° 17' 13" W, 187.66 feet**, through Lot 1.01, Block 343, to a point therein, thence
- f. **N 72° 42' 47" E, 65.17 feet**, through the same, to a point therein, thence
- g. **N 17° 31' 24" W, 416.79 feet**, through the same, to a point therein, thence
- h. **N 74° 20' 26" E, 76.69 feet**, through the same, to a point therein, thence
- i. **N 27° 42' 47" E, 141.93 feet**, through the same, to a point therein, thence
- j. **S 62° 17' 13" E, 59.36 feet**, through the same, to a point therein, thence

k. **Southeasterly**, along an arc, having a radius of **135.74 feet** and curving to the left, an arc distance of **123.16 feet** (central angle of **51°59'15"**), said arc being connected by a chord bearing of **S 89°04'13" E** and a chord distance of **118.98 feet**, through the same, to a point therein, thence

l. **N 71° 55' 04" E, 41.93 feet**, through the same, to a point therein, and running, thence

1. **N 16° 14' 08" W, 273.41 feet**, through the same, to a point therein, thence

2. **N 4° 21' 01" W, 53.43 feet**, through the same, to a point therein, thence

3. **Northeasterly**, along an arc, having a radius of **455.30 feet** and curving to the left, an arc distance of **175.89 feet** (central angle of **22°09'05"**), said arc being connected by a chord bearing of **S 85°24'17" E** and a chord distance of **174.80 feet**, through the same, to a point therein, thence

4. **S 17° 22' 49" E, 207.92 feet**, through the same, to a point therein, thence

5. **Southeasterly**, along an arc, having a radius of **129.42 feet** and curving to the right, an arc distance of **43.89 feet** (central angle of **19°25'46"**), said arc being connected by a chord bearing of **S 7°39'56" E** and a chord distance of **43.68 feet**, through the same, to a point therein, thence

6. **S 0° 42' 17" W, 69.03 feet**, through the same, to a point therein, thence

7. **N 89° 17' 59" W, 87.86 feet**, through the same, to a point therein, thence

8. **Southwesterly**, along an arc, having a radius of **77.51 feet** and curving to the left, an arc distance of **25.31 feet** (central angle of **18°42'25"**), said arc being connected by a chord bearing of **S 79°56'24" W** and a chord distance of **25.20 feet**, through the same, to a point therein, thence

9. **S 71° 55' 04" W, 50.67 feet**, through the same, to the Point and Place of **BEGINNING**.

CONTAINING: 56,455.86 square feet (1.296 acres) of land, more or less.

Lot 1.01W03

BEGINNING at a point in the easterly boundary line of Lot 1, Block 342, said point being **S 23° 10' 47" W, 348.00 feet** from the intersection of the aforesaid easterly boundary line of Lot 1, Block 342, with the southwesterly right-of-way line of Parkway Avenue (80 feet wide per tax map), and running, thence

1. **S 62° 17' 13" E, 461.51 feet**, through Lot 1.01, Block 343, to a point therein, thence

2. **Southeasterly**, along an arc, having a radius of **20.00 feet** and curving to the left, an arc distance of **16.17 feet** (central angle of **46°20'04"**), said arc being connected by a chord bearing of **S 85°27'15" E** and a chord distance of **15.74 feet**, through the same, to a point therein, thence

3. **N 71° 22' 43" E, 151.07 feet**, through the same, to a point therein, thence

4. **Southeasterly**, along an arc, having a radius of **3.00 feet** and curving to the left, an arc distance of **1.90** (central angle of **36°14'31"**), said arc being connected by a chord bearing of **S 78°51'13" E** and a chord distance of **1.87 feet**, through the same, to a point therein, thence
5. **Southeasterly**, along an arc, having a radius of **45.13 feet** and curving to the right, an arc distance of **25.67 feet** (central angle of **32°35'37"**), said arc being connected by a chord bearing of **S 80°42'05" E** and a chord distance of **25.33 feet**, through the same, to a point therein, thence
6. **S 62° 17' 10" E, 143.17 feet**, through the same, to a point therein, thence
7. **Southeasterly**, along an arc, having a radius of **35.00 feet** and curving to the left, an arc distance of **32.26 feet** (central angle of **52°48'43"**), said arc being connected by a chord bearing of **S 89°00'40" E** and a chord distance of **31.13 feet**, through the same, to a point therein, thence
8. **S 30° 35' 28" W, 77.96 feet**, through the same, to a point therein, thence
9. **S 27° 43' 13" W, 101.64 feet**, through the same, to a point therein, thence
10. **Southwesterly**, along an arc, having a radius of **50.91 feet** and curving to the right, an arc distance of **43.40 feet** (central angle of **48°51'01"**), said arc being connected by a chord bearing of **S 47°44'20" W** and a chord distance of **42.10 feet**, through the same, to a point therein, thence
11. **S 72° 51' 29" W, 315.21 feet**, through the same, to a point therein, thence
12. **Southeasterly**, along an arc, having a radius of **518.94 feet** and curving to the left, an arc distance of **215.66 feet** (central angle of **23°48'38"**), said arc being connected by a chord bearing of **S 31°30'59" E** and a chord distance of **214.11 feet**, through the same, to a point therein, thence
13. **Southwesterly**, along an arc, having a radius of **20.00 feet** and curving to the right, an arc distance of **5.32 feet** (central angle of **15°13'37"**), said arc being connected by a chord bearing of **S 55°18'45" W** and a chord distance of **5.30 feet**, through the same, to a point therein, thence
14. **Southwesterly**, along an arc, having a radius of **111.95 feet** and curving to the right, an arc distance of **33.13 feet** (central angle of **16°57'31"**), said arc being connected by a chord bearing of **S 56°10'28" W** and a chord distance of **33.01 feet**, through the same, to a point therein, thence
15. **S 72° 11' 51" W, 263.61 feet**, through the same, to a point therein, thence
16. **N 17° 17' 13" W, 25.27 feet**, through the same, to a point therein, thence
17. **S 72° 42' 47" W, 374.56 feet**, through the same, to a point therein, thence
18. **N 17° 11' 46" W, 218.93 feet**, through the same, to a point therein, thence

19. **N 16° 16' 47" E, 178.68 feet**, through the same, to a point therein, thence
20. **N 23° 10' 47" E, 553.87 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342, to the Point and Place of **BEGINNING**.

CONTAINING: 483,185.06 square feet (1.092 acres) of land, more or less.

Lot 1.01W04

BEGINNING at a point in the northerly boundary line of Lot 1, Block 342.01, said point being the following four courses from the intersection of the aforesaid easterly boundary line of Lot 1, Block 342, with the southwesterly right-of-way line of Parkway Avenue (80 feet wide per tax map):

- a. **S 23° 10' 47" W, 901.87 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342, to an angle point therein, thence
- b. **S 16° 16' 47" E, 524.24 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342, to a point of curvature therein, thence
- c. **Southeasterly**, along an arc, having a radius of **529.00 feet** and curving to the left, an arc distance of **811.82 feet** (central angle of **87° 55' 40"**), said arc being connected by a chord bearing of **S 27° 41' 23" E** and a chord distance of **734.47 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342 and the northeasterly boundary line of Lot 2, Block 342, to a point in the aforesaid northerly boundary line of Lot 1, Block 342.01, thence
- d. **S 71° 39' 13" E, 505.88 feet**, along the aforesaid northerly boundary line of Lot 1, Block 342.01, and running, thence
 1. **N 17° 17' 13" W, 187.66 feet**, through Lot 1.01, Block 343, to a point therein, thence
 2. **N 72° 42' 47" E, 65.17 feet**, through the same, to a point therein, thence
 3. **N 17° 31' 24" W, 416.79 feet**, through the same, to a point therein, thence
 4. **N 74° 20' 26" E, 76.69 feet**, through the same, to a point therein, thence
 5. **N 27° 42' 47" E, 141.93 feet**, through the same, to a point therein, thence
 6. **S 62° 17' 13" E, 59.36 feet**, through the same, to a point therein, thence
 7. **Southeasterly**, along an arc, having a radius of **135.74 feet** and curving to the left, an arc distance of **123.16 feet** (central angle of **51° 59' 15"**), said arc being connected by a chord bearing of **S 89° 04' 13" E** and a chord distance of **118.98 feet**, through the same, to a point therein, thence
 8. **N 71° 55' 04" E, 92.60 feet**, through the same, to a point therein, thence

9. **Northeasterly**, along an arc, having a radius of **77.51 feet** and curving to the right, an arc distance of **25.31 feet** (central angle of **18°42'25"**), said arc being connected by a chord bearing of **N 79°56'24" E** and a chord distance of **25.20 feet**, through the same, to a point therein, thence
10. **S 89° 17' 59" E, 87.86 feet**, through the same, to a point therein, thence
11. **S 0° 42' 17" W, 59.08 feet**, through the same, to a point therein, thence
12. **Southeasterly**, along an arc, having a radius of **122.46 feet** and curving to the left, an arc distance of **59.82 feet** (central angle of **27°59'22"**), said arc being connected by a chord bearing of **S 13°17'24" E** and a chord distance of **59.23 feet**, through the same, to a point therein, thence
13. **S 16° 46' 18" E, 292.50 feet**, through the same, to a point therein, thence
14. **S 72° 25' 38" W, 2.48 feet**, through the same, to a point therein, thence
15. **S 17° 21' 50" E, 75.09 feet**, through the same, to a point in the westerly right-of-way line of Silvia Street, thence
16. **Southwesterly**, along an arc, having a radius of **63.00 feet** and curving to the right, an arc distance of **53.19 feet** (central angle of **48°22'21"**), said arc being connected by a chord bearing of **S 6°53'57" W** and a chord distance of **51.62 feet**, along the aforesaid westerly right-of-way line of Silvia Street, to a point of reverse curvature therein, thence
17. **Southwesterly**, along an arc, having a radius of **77.00 feet** and curving to the left, an arc distance of **63.84 feet** (central angle of **47°30'13"**), said arc being connected by a chord bearing of **S 7°20'02" W** and a chord distance of **62.03 feet**, along the same, to a point therein, thence
18. **S 32° 54' 02" W, 111.52 feet**, along the same, to a point of curvature therein, thence
19. **Southwesterly**, along an arc, having a radius of **530.00 feet** and curving to the left, an arc distance of **133.92 feet** (central angle of **14°28'40"**), said arc being connected by a chord bearing of **S 25°39'42" W** and a chord distance of **133.57 feet**, along the same, to a point therein, thence
20. **S 18° 25' 22" W, 22.97 feet**, along the same, to a point in the aforesaid northerly boundary line of Lot 1, Block 342.01, thence
21. **N 71° 39' 13" W, 383.02 feet**, along the aforesaid northerly boundary line of Lot 1, Block 342.01, to the Point and Place of **BEGINNING**.

CONTAINING: 388,743.87 square feet (8.924 acres) of land, more or less.

Lot 1.01W05

BEGINNING at a point, said point being the intersection of the easterly boundary line of Lot 1, Block 342, with the southwesterly right-of-way line of Parkway Avenue (80 feet wide per tax map), and running, thence

1. **S 67° 27' 43" E, 127.53 feet**, along the aforesaid southwesterly right-of-way line of Parkway Avenue, to a point of curvature therein, thence
2. **Southeasterly**, along an arc, having a radius of **1470.52 feet** and curving to the right, an arc distance of **132.82 feet** (central angle of **5°10'30"**), said arc being connected by a chord bearing of **S 64°52'28" E** and a chord distance of **132.77 feet**, along the same, to a point therein, thence
3. **S 62° 17' 13" E, 533.34 feet**, along the same to a point therein, thence
4. **Southeasterly**, along an arc, having a radius of **50.00 feet** and curving to the right, an arc distance of **17.80 feet** (central angle of **20°23'52"**), said arc being connected by a chord bearing of **S 13°10'05" E** and a chord distance of **132.77 feet**, through Lot 1.01, Block 343, to a point therein, thence
5. **S 27° 42' 47" W, 213.02 feet**, through the same, to a point therein, thence
6. **Northwesterly**, along an arc, having a radius of **35.00 feet** and curving to the right, an arc distance of **32.26 feet** (central angle of **52°48'43"**), said arc being connected by a chord bearing of **N 89°00'40" W** and a chord distance of **31.13 feet**, through the same, to a point therein, thence
7. **N 62° 17' 10" W, 143.17 feet**, through the same, to a point therein, thence
8. **Northwesterly**, along an arc, having a radius of **45.13 feet** and curving to the left, an arc distance of **25.67 feet** (central angle of **32°35'37"**), said arc being connected by a chord bearing of **N 80°42'05" W** and a chord distance of **25.33 feet**, through the same, to a point therein, thence
9. **Northwesterly**, along an arc, having a radius of **3.00 feet** and curving to the right, an arc distance of **1.90 feet** (central angle of **36°14'31"**), said arc being connected by a chord bearing of **N 78°51'13" W** and a chord distance of **1.87 feet**, through the same, to a point therein, thence
10. **S 71° 22' 43" W, 151.07 feet**, through the same, to a point therein, thence
11. **Northwesterly**, along an arc, having a radius of **20.00 feet** and curving to the right, an arc distance of **16.17 feet** (central angle of **46°20'04"**), said arc being connected by a chord bearing of **N 85°27'15" W** and a chord distance of **15.74 feet**, through the same, to a point therein, thence
12. **N 62° 17' 13" W, 461.51 feet**, through the same, to a point in the easterly boundary line of Lot 1, Block 342, thence
13. **N 23° 10' 47" E, 348.00 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342, to the Point and Place of **BEGINNING**.

CONTAINING: 255,788.44 square feet (5.872 acres) of land, more or less.

Lot 1.01W06

BEGINNING at a point in the southwesterly right-of-way line of Parkway Avenue (80 feet wide per tax map), said point being the following three courses from the intersection of the easterly boundary line of Lot 1, Block 342, with the aforesaid southwesterly right-of-way line of Parkway Avenue:

- a. **S 67° 27' 43" E, 127.53 feet**, along the aforesaid southwesterly right-of-way line of Parkway Avenue, to a point of curvature therein, thence
- b. **Southeasterly**, along an arc, having a radius of **1470.52 feet** and curving to the right, an arc distance of **132.82 feet** (central angle of **5° 10' 30"**), said arc being connected by a chord bearing of **S 64° 52' 28" E** and a chord distance of **132.77 feet**, along the same, to a point therein, thence
- c. **S 62° 17' 13" E, 625.45 feet**, along the same, to a point therein, and running, thence
 1. **S 62° 17' 13" E, 329.91 feet**, along the same, to a point therein, thence
 2. **Southeasterly**, along an arc, having a radius of **1,115.70 feet** and curving to the right, an arc distance of **146.44 feet** (central angle of **7° 31' 12"**), said arc being connected by a chord bearing of **S 58° 31' 37" E** and a chord distance of **146.33 feet**, along the same, to a point therein, thence
 3. **S 27° 42' 19" W, 241.63 feet**, through Lot 1.01, Block 343, to a point therein, thence
 4. **S 72° 42' 47" W, 55.65 feet**, through the same, to a point therein, thence
 5. **N 19° 12' 13" W, 32.05 feet**, through the same, to a point therein, thence
 6. **N 2° 22' 51" E, 31.28 feet**, through the same, to a point therein, thence
 7. **N 62° 17' 13" W, 380.31 feet**, through the same, to a point therein, thence
 8. **Northwesterly**, along an arc, having a radius of **35.00 feet** and curving to the right, an arc distance of **32.42 feet** (central angle of **53° 04' 33"**), said arc being connected by a chord bearing of **N 35° 41' 42" W** and a chord distance of **31.28 feet**, along the same, to a point therein, thence
 9. **N 27° 42' 46" E, 216.56 feet**, through the same, to a point therein, thence
 10. **Northeasterly**, along an arc, having a radius of **45.00 feet** and curving to the right, an arc distance of **13.03 feet** (central angle of **16° 35' 24"**), said arc being connected by a chord bearing of **N 68° 23' 38" E** and a chord distance of **12.98 feet**, through the same, to the Point and Place of **BEGINNING**.

CONTAINING: 118,139.55 square feet (2.712 acres) of land, more or less.

Lot 1.01W07

BEGINNING at a point in the easterly boundary line of Lot 1, Block 342, said point being the following two courses from the intersection of the aforesaid easterly boundary line of Lot 1, Block 342, with the southwesterly right-of-way line of Parkway Avenue (80 feet wide per tax map):

a. **S 23° 10' 47" W, 901.87 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342, to an angle point therein, thence

b. **S 16° 16' 47" E, 440.13 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342, to a point therein, and running, thence

1. **N 72° 42' 47" E, 519.48 feet**, through Lot 1.01, Block 343, to a point therein, thence
2. **S 18° 05' 43" E, 132.21 feet**, through the same, to a point therein, thence
3. **Southeasterly**, along an arc, having a radius of **147.06 feet** and curving to the left, an arc distance of **101.53 feet** (central angle of **99°33'24"**), said arc being connected by a chord bearing of **S 48°08'54" E** and a chord distance of **99.52 feet**, through the same, to a point therein, thence
4. **S 62° 17' 13" E, 12.00 feet**, through the same, to a point therein, thence
5. **S 27° 42' 47" W, 151.77 feet**, through the same, to a point therein, thence
6. **S 17° 34' 44" E, 68.16 feet**, through the same, to a point therein, thence
7. **S 72° 42' 47" W, 430.11 feet**, through the same, to a point therein, thence
8. **S 17° 18' 44" E, 150.40 feet**, through the same, to a point therein, thence
9. **S 27° 40' 00" W, 18.45 feet**, through the same, to a point therein, thence
10. **S 72° 42' 47" W, 124.65 feet**, through the same, to a point in the curved northeasterly boundary line of Lot 2, Block 342, thence
11. **Northwesterly**, along an arc, having a radius of **529.00 feet** and curving to the right, an arc distance of **518.27 feet** (central angle of **56°08'00"**), said arc being connected by a chord bearing of **N 11°47'33" W** and a chord distance of **497.79 feet**, along the aforesaid northeasterly boundary line of Lot 2, Block 342, and the aforesaid easterly boundary line of Lot 1, Block 342, to a point therein, thence
12. **N 16° 16' 47" E, 83.46 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342, to the Point and Place of **BEGINNING**.

CONTAINING: 272,961.37 square feet (6.266 acres) of land, more or less.

Lot 1.01W08

BEGINNING at a point in the curved northeasterly boundary line of Lot 2, Block 342, said point being the following three courses from the intersection of the aforesaid easterly boundary line of Lot 1, Block 342, with the southwesterly right-of-way line of Parkway Avenue (80 feet wide per tax map):

- a. **S 23° 10' 47" W, 901.87 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342, to an angle point therein, thence
- b. **S 16° 16' 47" E, 524.24 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342, to a point of curvature therein, thence
- c. **Southeasterly**, along an arc, having a radius of **529.00 feet** and curving to the left, an arc distance of **518.27 feet** (central angle of **56°08'00"**), said arc being connected by a chord bearing of **S 11°47'33" E** and a chord distance of **497.79 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342 and the northeasterly boundary line of Lot 2, Block 342, to a point therein, and running, thence
 1. **N 72° 42' 47" E, 124.65 feet**, through Lot 1.01, Block 343, to a point therein, thence
 2. **N 27° 40' 00" E, 18.45 feet**, through the same, to a point therein, thence
 3. **N 17° 18' 44" W, 150.40 feet**, through the same, to a point therein, thence
 4. **N 72° 42' 47" E, 430.11 feet**, through the same, to a point therein, thence
 5. **N 17° 34' 44" W, 68.16 feet**, through the same, to a point therein, thence
 6. **N 27° 42' 47" E, 151.77 feet**, through the same, to a point therein, thence
 7. **S 62° 17' 13" E, 223.08 feet**, through the same, to a point therein, thence
 8. **S 27° 42' 47" W, 142.18 feet**, through the same, to a point therein, thence
 9. **S 74° 20' 26" W, 76.69 feet**, through the same, to a point therein, thence
 10. **S 17° 31' 24" E, 416.79 feet**, through the same, to a point therein, thence
 11. **S 72° 42' 47" W, 65.17 feet**, through the same, to a point therein, thence
 12. **S 17° 17' 13" E, 187.92 feet**, through the same, to a point in the northerly boundary line of Lot 1, Block 342.01, thence
 13. **N 71° 39' 13" W, 506.32 feet**, along the aforesaid northerly boundary line of Lot 1, Block 342.01, to a point therein, thence

14. **Northwesterly**, along an arc, having a radius of **529.00 feet** and curving to the right, an arc distance of **293.55 feet** (central angle of **31°47'40"**), said arc being connected by a chord bearing of **N 55°45'23" W** and a chord distance of **289.80 feet**, along the northeasterly boundary line of Lot 2, Block 342 and the aforesaid easterly boundary line of Lot 1, Block 342, to the Point and Place of **BEGINNING**.

CONTAINING: 322,514.33 square feet (7.404 acres) of land, more or less.

Lot 1.01W09

BEGINNING at a point in the easterly boundary line of Lot 1, Block 342, said point being the following two courses from the intersection of the aforesaid easterly boundary line of Lot 1, Block 342, with the southwesterly right-of-way line of Parkway Avenue (80 feet wide per tax map):

- a. **S 23° 10' 47" W, 901.87 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342, to an angle point therein, thence
- b. **S 16° 16' 47" E, 178.68 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342, to a point therein, and running, thence

1. **S 17° 11' 46" E, 218.93 feet**, through Lot 1.01, Block 343, to a point therein, thence

2. **S 72° 42' 47" W, 144.92 feet**, through Lot 1.01, Block 343, to a point in the aforesaid easterly boundary line of Lot 1, Block 342, thence

3. **N 16° 16' 47" E, 262.74 feet**, along the aforesaid easterly boundary line of Lot 1, Block 342, to the Point and Place of **BEGINNING**.

CONTAINING: 15,863.91 square feet (0.364 acres) of land, more or less.

Lot 1.01W10

BEGINNING at a point in the southwesterly right-of-way line of Parkway Avenue (80 feet wide per tax map), said point being the following three courses from the intersection of the easterly boundary line of Lot 1, Block 342, with the aforesaid southwesterly right-of-way line of Parkway Avenue:

- a. **S 67° 27' 43" E, 127.53 feet**, along the aforesaid southwesterly right-of-way line of Parkway Avenue, to a point of curvature therein, thence
- b. **Southwesterly**, along an arc, having a radius of **1470.52 feet** and curving to the right, an arc distance of **132.82 feet** (central angle of **5°10'30"**), said arc being connected by a chord bearing of **S 64°52'28" E** and a chord distance of **132.77 feet**, along the same, to a point therein, thence

- c. **S 62° 17' 13" E, 533.34 feet**, along the same, to a point therein, and running, thence

1. **S 62° 17' 13" E, 92.11 feet**, along the same, to a point therein, thence

2. **Southwesterly**, along an arc, having a radius of **45.00 feet** and curving to the left, an arc distance of **13.03 feet** (central angle of **16°35'24"**), said arc being connected by a chord bearing of **S 68°23'38" W** and a chord distance of **20.56 feet**, through Lot 1.01, Block 343, to a point therein, thence
3. **S 27° 42' 46" W, 216.56 feet**, through the same, to a point therein, thence
4. **Southeasterly**, along an arc, having a radius of **35.00 feet** and curving to the left, an arc distance of **20.87 feet** (central angle of **34°10'06"**), said arc being connected by a chord bearing of **S 26°14'29" E** and a chord distance of **20.56 feet**, through the same, to a point therein, thence
5. **S 27° 43' 06" W, 22.24 feet**, through the same, to a point therein, thence
6. **S 27° 43' 06" W, 164.66 feet**, through the same, to a point therein, thence
7. **S 17° 17' 13" E, 532.33 feet**, through the same, to a point therein, thence
8. **S 6° 33' 44" E, 40.92 feet**, through the same, to a point therein, thence
9. **S 0° 42' 47" W, 63.69 feet**, through the same, to a point therein, thence
10. **S 1° 25' 21" W, 70.79 feet**, through the same, to a point therein, thence
11. **S 17° 17' 25" E, 332.92 feet**, through the same, to a point therein, thence
12. **S 72° 25' 38" W, 2.02 feet**, through the same, to a point therein, thence
13. **S 28° 28' 12" E, 36.09 feet**, through the same, to a point therein, thence
14. **S 18° 39' 52" E, 39.95 feet**, through the same, to a point therein, thence
15. **S 72° 42' 47" W, 60.97 feet**, through the same, to a point therein, thence
16. **N 17° 21' 50" W, 75.09 feet**, through the same, to a point therein, thence
17. **N 72° 25' 38" E, 2.48 feet**, through the same, to a point therein, thence
18. **N 16° 46' 18" W, 292.50 feet**, through the same, to a point therein, thence
19. **Northwesterly**, along an arc, having a radius of **122.46 feet** and curving to the right, an arc distance of **59.82 feet** (central angle of **27°59'22"**), said arc being connected by a chord bearing of **N 13°17'24" W** and a chord distance of **59.23 feet**, through the same, to a point therein, thence
20. **N 0° 42' 17" E, 128.11 feet**, through the same, to a point therein, thence

21. **Northwesterly**, along an arc, having a radius of **129.42 feet** and curving to the left, an arc distance of **43.89 feet** (central angle of **19°25'46"**), said arc being connected by a chord bearing of **N 7°39'56" W** and a chord distance of **43.68 feet**, through the same, to a point therein, thence
22. **N 17° 22' 49" W, 518.41 feet**, through the same, to a point therein, thence
23. **N 62° 17' 13" W, 36.72 feet**, through the same, to a point therein, thence
24. **Northwesterly**, along an arc, having a radius of **34.00 feet** and curving to the left, an arc distance of **16.55 feet** (central angle of **27°53'43"**), said arc being connected by a chord bearing of **N 76°14'05" W** and a chord distance of **16.39 feet**, through the same, to a point therein, thence
25. **N 24° 07' 07" E, 57.70 feet**, through the same, to a point therein, thence
26. **N 27° 43' 13" E, 101.64 feet**, through the same, to a point therein, thence
27. **N 30° 35' 28" E, 77.96 feet**, through the same, to a point therein, thence
28. **N 27° 42' 47" E, 213.02 feet**, through the same, to a point therein, thence
29. **Northwesterly**, along an arc, having a radius of **50.00 feet** and curving to the left, an arc distance of **17.80 feet** (central angle of **20°23'52"**), said arc being connected by a chord bearing of **N 13°10'05" W** and a chord distance of **17.71 feet**, through the same, to the Point and Place of **BEGINNING**.

CONTAINING: 93,625.06 square feet (2.149 acres) of land, more or less.

Lot 1.01W11

BEGINNING at a point in Lot 1.01, Block 343, said point the following seven courses from the intersection of the easterly boundary line of Lot 1, Block 342, with the southwesterly right-of-way line of Parkway Avenue (80 feet wide per tax map):

- a. **S 67° 27' 43" E, 127.53 feet**, along the aforesaid southwesterly right-of-way line of Parkway Avenue, to a point of curvature therein, thence
- b. **Southeasterly**, along an arc, having a radius of **1470.52 feet** and curving to the right, an arc distance of **132.82 feet** (central angle of **5°10'30"**), said arc being connected by a chord bearing of **S 64°52'28" E** and a chord distance of **132.77 feet**, along the same, to a point therein, thence
- c. **S 62° 17' 13" E, 533.34 feet**, along the same to a point therein, thence
- d. **Southeasterly**, along an arc, having a radius of **50.00 feet** and curving to the right, an arc distance of **17.80 feet** (central angle of **20°23'52"**), said arc being connected by a chord bearing of **S 13°10'05" E** and a chord distance of **132.77 feet**, through Lot 1.01, Block 343, to a point therein, thence

- e. **S 27° 42' 47" W, 213.02 feet**, through the same, to a point therein, thence
- f. **S 30° 35' 28" W, 77.96 feet**, through the same, to a point therein, thence
- g. **S 27° 43' 13" W, 101.64 feet**, through the same, to a point therein, and running, thence
1. **S 24° 07' 07" W, 57.70 feet**, through the same, to a point therein, thence
 2. **Southeasterly**, along an arc, having a radius of **34.00 feet** and curving to the right, an arc distance of **16.55 feet** (central angle of **27°53'43"**), said arc being connected by a chord bearing of **S 76°14'05" E** and a chord distance of **16.39 feet**, through the same, to a point therein, thence
 3. **S 62° 17' 13" E, 36.72 feet**, through the same, to a point therein, thence
 4. **S 17° 22' 49" E, 310.49 feet**, through the same, to a point therein, thence
 5. **Southeasterly**, along an arc, having a radius of **455.30 feet** and curving to the right, an arc distance of **175.89 feet** (central angle of **22°08'05"**), said arc being connected by a chord bearing of **S 85°24'17" W** and a chord distance of **174.80 feet**, through the same, to a point therein, thence
 6. **S 4° 21' 01" E, 53.43 feet**, through the same, to a point therein, thence
 7. **S 16° 14' 08" E, 273.41 feet**, through the same, to a point therein, thence
 8. **S 71° 55' 04" W, 41.93 feet**, through the same, to a point therein, thence
 9. **Northwesterly**, along an arc, having a radius of **135.74 feet** and curving to the right, an arc distance of **123.16 feet** (central angle of **51°59'15"**), said arc being connected by a chord bearing of **N 89°04'13" W** and a chord distance of **118.98 feet**, through the same, to a point therein, thence
 10. **N 62° 17' 13" W, 294.69 feet**, through the same, to a point therein, thence
 11. **Northwesterly**, along an arc, having a radius of **147.06 feet** and curving to the right, an arc distance of **101.53 feet** (central angle of **39°33'24"**), said arc being connected by a chord bearing of **N 48°08'54" W** and a chord distance of **99.52 feet**, through the same, to a point therein, thence
 12. **N 18° 05' 43" W, 106.94 feet**, through the same, to a point therein, thence
 13. **N 72° 11' 51" E, 263.61 feet**, through the same, to a point therein, thence
 14. **Northeasterly**, along an arc, having a radius of **111.95 feet** and curving to the left, an arc distance of **33.13 feet** (central angle of **16°57'31"**), said arc being connected by a chord bearing of **N 56°10'28" E** and a chord distance of **33.01 feet**, through the same, to a point therein, thence

15. **Northeasterly**, along an arc, having a radius of **20.00 feet** and curving to the left, an arc distance of **5.32 feet** (central angle of **15°13'37"**), said arc being connected by a chord bearing of **N 55°18'45" E** and a chord distance of **5.30 feet**, through the same, to a point therein, thence
16. **Northwesterly**, along an arc, having a radius of **518.94 feet** and curving to the right, an arc distance of **215.66 feet** (central angle of **23°48'38"**), said arc being connected by a chord bearing of **N 31°30'59" W** and a chord distance of **214.11 feet**, through the same, to a point therein, thence
17. **N 72° 51' 29" E, 315.21 feet**, through the same, to a point therein, thence
18. **Northeasterly**, along an arc, having a radius of **50.91 feet** and curving to the left, an arc distance of **43.40 feet** (central angle of **48°51'01"**), said arc being connected by a chord bearing of **N 47°44'20" E** and a chord distance of **42.10 feet**, through the same, to the Point and Place of **BEGINNING**.

CONTAINING: 236,491.98 square feet (5.429 acres) of land, more or less.

Lot 1.01W12

BEGINNING at a point, said point being the intersection of the aforesaid southwesterly right-of-way line of Parkway Avenue with the northwesterly boundary line of Lot 1.02, Block 343, and running, thence

1. **S 37° 38' 47" W, 302.62 feet**, along the aforesaid northwesterly boundary line of Lot 1.02, Block 343, to an angle point therein, thence
2. **S 7° 21' 13" E, 201.13 feet**, along the southwesterly boundary line of Lot 1.02, Block 343, to an angle point therein, thence
3. **S 52° 21' 13" E, 265.18 feet**, along the southwesterly boundary line of Lot 1.02, Block 343, to a point in the northwesterly right-of-way line of Silvia Street, thence
4. **S 39° 10' 24" W, 39.84 feet**, along the aforesaid northwesterly right-of-way line of Silvia Street, to a point therein, thence
5. **S 38° 18' 50" W, 100.01 feet**, along the same, to a point therein, thence
6. **S 39° 10' 24" W, 477.55 feet**, along the same, to a point therein, thence
7. **Southeasterly**, along an arc, having a radius of **170.00 feet** and curving to the right, an arc distance of **267.62 feet** (central angle of **90°11'47"**), said arc being connected by a chord bearing of **S 84°16'17" W** and a chord distance of **240.83 feet**, along the same, to a point therein, thence
8. **N 50° 37' 49" W, 153.57 feet**, along the same, to a point therein, thence

9. **Northwesterly**, along an arc, having a radius of **68.00 feet** and curving to the right, an arc distance of **56.35 feet** (central angle of **47°28'44"**), said arc being connected by a chord bearing of **N 26°53'27" W** and a chord distance of **54.75 feet**, along the same, to a point therein, thence
10. **Northwesterly**, along an arc, having a radius of **77.00 feet** and curving to the left, an arc distance of **30.14 feet** (central angle of **22°25'50"**), said arc being connected by a chord bearing of **N 14°22'01" W** and a chord distance of **29.95 feet**, along the same, to a point therein, thence
11. **N 55° 28' 33" E, 89.64 feet**, through Lot 1.01, Block 343, to a point therein, thence
12. **N 5° 30' 28" E, 53.44 feet**, through the same, to a point therein, thence
13. **N 71° 25' 32" E, 30.10 feet**, through the same, to a point therein, thence
14. **N 29° 25' 46" E, 48.42 feet**, through the same, to a point therein, thence
15. **N 67° 58' 55" E, 43.56 feet**, through the same, to a point therein, thence
16. **N 27° 33' 59" E, 70.27 feet**, through the same, to a point therein, thence
17. **N 0° 26' 22" W, 93.13 feet**, through the same, to a point therein, thence
18. **N 29° 44' 59" E, 51.33 feet**, through the same, to a point therein, thence
19. **N 69° 06' 39" E, 80.77 feet**, through the same, to a point therein, thence
20. **N 16° 50' 26" W, 219.31 feet**, through the same, to a point therein, thence
21. **N 73° 09' 34" E, 38.84 feet**, through the same, to a point therein, thence
22. **N 23° 56' 15" E, 36.44 feet**, through the same, to a point therein, thence
23. **N 3° 38' 30" E, 40.17 feet**, through the same, to a point therein, thence
24. **N 17° 13' 51" W, 454.51 feet**, through the same, to a point therein, thence
25. **N 27° 42' 19" E, 190.17 feet**, through the same, to a point in the aforesaid southwesterly right-of-way line of Parkway Avenue, thence
26. **Southeasterly**, along an arc, having a radius of **1,115.70 feet** and curving to the right, an arc distance of **46.99 feet** (central angle of **2°24'48"**), said arc being connected by a chord bearing of **S 53°33'37" E** and a chord distance of **46.99 feet**, along the aforesaid southwesterly right-of-way line of Parkway Avenue, to a point therein, thence
27. **S 52° 21' 13" E, 557.61 feet**, along the same, to the Point and Place of **BEGINNING**.

DESCRIPTION OF PROPERTY
EWING TOWNSHIP
MERCER COUNTY, NEW JERSEY

SUBDIVISION DESCRIPTIONS
BLOCK 343, LOT 1.01
PROJECT NO. 13001589C
MAY 24, 2023
PAGE 18 | 18



CONTAINING: 561,561.15 square feet (12.892 acres) of land, more or less.

The foregoing descriptions was prepared by the undersigned surveyor and is based on the aforesaid plan.

Robert W. Teischow, Jr. PLS,
New Jersey Professional Land Surveyor
License Number GS43428

May 24, 2023

**THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY**

ORDINANCE NO. 23-

1st Reading _____ Date to Mayor _____
 2nd Reading & Public Hearing _____ Date Returned _____
 Date Adopted: _____ Date Resubmitted to Council _____
 _____ Approved as to Form of Legality
 Effective Date: _____
 _____ Township Attorney

AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER, CHAPTER 371 VEHICLES ARTICLE II SNOWMOBILES AND MINIBIKES TO REGULATE OFF-HIGHWAY VEHICLES

First Reading

MEMBER	AYE	NAY	ABSENT	ABSTAIN	MOVE	SECOND
Baxter						
Keyes-Maloney						
Schroth						
Steward						
Wollert						

Second Reading

MEMBER	AYE	NAY	ABSENT	ABSTAIN	MOVE	SECOND
Baxter						
Keyes-Maloney						
Schroth						
Steward						
Wollert						

By _____ Date _____ Accepted _____ Rejected _____
 _____ Mayor

Reconsidered
 By Council _____ Override Vote YEA _____ NAY _____

 President of the Council

 Municipal Clerk

**THE TOWNSHIP OF EWING
COUNTY OF MERCER, NEW JERSEY**

ORDINANCE NO: 23-

AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF EWING IN THE COUNTY OF MERCER, CHAPTER 371 VEHICLES ARTICLE II SNOWMOBILES AND MINIBIKES TO REGULATE OFF-HIGHWAY VEHICLES

WHEREAS, pursuant to N.J.S.A. 39:3C-35 the Township of Ewing (“Township”) is authorized, by way of ordinance, to declare that an all-terrain vehicle or dirt bike operated on a public street, highway, or right of way in violation of N.J.S.A. 39:3C-17 poses an immediate threat to the public health, safety or welfare; and

WHEREAS, N.J.S.A. 39:3C-17 designates such all-terrain vehicles or dirt bikes operated on a public street, highway, or right of way as contraband subjected to forfeiture in accordance with N.J.S.A. 2C:64-1 et. seq. and that an all-terrain vehicle or dirt bike forfeited under this section shall be disposed of in accordance with the provisions of N.J.S.A. 2C:64-6 or, at the discretion of the entity funding the prosecuting agency involved, may be destroyed; and

WHEREAS, the Township has an interest in protecting the health, safety, and welfare of its citizens; and

WHEREAS, the Mayor and the Council of the Township have determined that certain amendments to Chapter 371 “Vehicles”, Article II “Snowmobiles and Minibikes” are necessary to protect the health, safety, and welfare of the residents of the Township; and

WHEREAS, in all other respects Chapter 371 entitled “Vehicles” shall remain in full force and effect; and

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Township of Ewing, County of Mercer that the Code of the Township of Ewing be amended as follows:

Section 1 Chapter 371, VEHICLES Article II, SNOWMOBILES AND MINIBIKES is hereby amended as follows:

TITLE: Article II, ~~SNOWMOBILES AND MINIBIKES~~ OFF-HIGHWAY VEHICLES AND SIMILAIR TYPES OF VEHICLES

§ 371-3 DEFINTIONS

When used in this Article, the following terms shall have the meanings indicated:

OFF-HIGHWAY VEHICLE

1. Snowmobile;
2. Minibike;
3. Dirt bike;
4. All-terrain vehicle;
5. Recreational off-highway vehicle;
6. Utility vehicle;
7. Go-cart; or
8. Any vehicle which is not licensed for street use and is propelled other than by muscular power.

SNOWMOBILE

A vehicle that:

1. Weighs less than one thousand pounds;
2. Uses sled-type runners or skis, endless belt-type tread with a width of forty-eight inches or less, or any combination of runners, skis, or tread;

3. Is designed for travel on snow or ice; and
4. Is powered by fuel such as gasoline or oil, or by a battery, or the motor is electric.

MINIBIKE

A vehicle that:

1. Is a small, one passenger motorcycle; and
2. Is powered by fuel such as gasoline or oil, or by a battery, or the motor is electric.

DIRT BIKE

A motor vehicle that:

1. Has two-wheels;
2. Is designed to be used on off-road terrains, including unsurfaced tracks and roads;
3. Is powered by fuel such as gasoline or oil, or by a battery, or the motor is electric.

ALL-TERRAIN VEHICLE (ATV)

A vehicle that:

4. Has a seat or seats for the rider and one passenger;
5. Has three or more tires;
6. Is not more than 50 inches wide;
7. Is designed for off-highway use;
8. Is not designed by the manufacturer for farm or lawn care; and
9. Is powered by fuel such as gasoline or oil, or by a battery, or the motor is electric.

RECREATIONAL OFF-HIGHWAY VEHICLE (ROV)

A vehicle that:

1. Has a seat or seats for the rider and one or more passengers;
2. Has four or more tires;
3. Is designed for off-highway use;
4. Is not designed by the manufacturer for farm or lawn care; and
5. Is powered by fuel such as gasoline or oil, or by a battery, or the motor is electric.

UTILITY VEHICLE (UTV)

A vehicle that:

1. Has side-by-side seating for the operator and passenger;
2. Has four or more tires;
3. Is designed for off-highway use;
4. Is designed by the manufacturer for utility work and not for recreational purposes;
and
5. Is powered by fuel such as gasoline or oil, or by a battery, or the motor is electric

GO-CART

A vehicle that:

1. Is a type of small, low to the ground sports car, close wheeled car, open-wheel car or quadracycle;
2. Has a lightweight or skeleton body with an open frame; and
3. Is powered by a two-stroke or four-stroke engine which uses fuel such as gasoline or oil, a battery, or the motor is electric.

§ 371-4 3-UNLAWFUL OPERATION

It shall be unlawful for any person to operate an ~~snowmobile, two-wheel motor vehicles known as "mini bicycles" and "trail bicycles" and four-wheel motor vehicles known as "go-carts"~~ off-highway vehicle under the following circumstances:

- A. On private property of another without the express permission to do so by the owner or occupant of the property.
- B. On public grounds without express provision or permission to do so by the proper public authority.

- C. In a manner which creates loud, unnecessary or unusual noise so as to disturb or interfere with the peace and quiet of other persons.
- D. In a careless, reckless or negligent manner so as to endanger or be likely to endanger the safety of any person or the property of any other person.

§ 371-5 4 OPERATION ON PUBLIC STREETS

~~It shall also be unlawful to operate snowmobiles and go-carts off-highway vehicles on any public street located within the Township of Ewing.~~

It shall be unlawful and pose an immediate threat to the public health, safety and welfare of the residents of the Township of Ewing for any person to operate any off-highway vehicle upon any public street, highway, right-of-way, or sidewalk located within the Township in violation of N.J.S.A. 39:3C-17.

§ 371-6 SALE OF GASOLINE TO OFF-HIGHWAY VEHICLES AND SIMILAIR TYPES OF VEHICLES

A. It shall be unlawful and pose an immediate threat to the public health, safety and welfare of the residents of the Township of Ewing for any person owning or operating a gas station in the Township, which disburses petroleum products from dispensing pumps to the general public, to disburse or allow to be disbursed gasoline or diesel fuel directly into any off-highway vehicle. However, it shall be lawful to distribute gasoline or diesel fuel directly into an any off-highway vehicle that has been conveyed upon or in a properly registered trailer, truck, or other lawful means of conveyance.

B. All gas stations within the Township of Ewing must display at least one (1) sign, large enough to be easily read by motorists fueling their vehicles at the gas station, which states "Per Ordinance 371-6, no gas station shall dispense fuel to an unlicensed off highway vehicle that is not trailered".

§ 371-7 5-VIOLATIONS AND PENALTIES

Any off-highway vehicle operated in a manner that violates this Article shall be deemed contraband subjected to forfeiture in accordance with N.J.S.A 2C: 64- 1 et. seq., and shall be disposed of in accordance with the provisions of N.J.S.A. 2C: 64- 6 or, at the discretion of the entity funding the prosecuting agency involved, may be destroyed.

Except as provided herein, violations of this article shall be punishable as provided in Chapter 1, Article III, General Penalty.

§ 371-7 EXEMPTIONS

Notwithstanding sections 371-4 and 371-5 of this Article, public safety and/or public works personnel employed by the Township, County, State or other public body may operate an off-highway vehicle on any public highway, road, or right-of-way within the town when the off-highway vehicle is being used in the performance of official duties.

Notwithstanding section 371-6 of this Article, gas stations may sell fuel to public safety and/or public works personnel who drive up to a gas station in an off-highway vehicle, so long as the public safety and/or public works personnel is operating an off-highway vehicle in the performance of official duties.

Section 2 Severability. Should any section, clause, sentence, phrase or provision of this article be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this article.

Section 3 Repealer. All prior ordinances or parts of the same inconsistent with any provisions of this article are hereby repealed to the extent of such inconsistency.

Section 4 Effective Date. This ordinance shall take effect upon final adoption and publication in accordance with law.

THE TOWNSHIP OF EWING
Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj

A RESOLUTION AUTHORIZING THE MAILING OF ESTIMATED 3RD QUARTER 2023 TAX BILLS

Resolution #23R- WHEREAS, Mercer County has not certified the County Library budget and is still waiting for various other municipal budgets to be adopted. The Mercer County Tax Board is unable to strike the 2023 calendar tax rate due to these delays resulting in the Ewing Township Tax collector being unable to mail the Township's 2023 annual tax bills on a timely basis; and

WHEREAS, the Ewing Township Tax Collector, in consultation with the Ewing Township Chief Financial Officer, has computed an estimated tax levy in accordance with NJSA 54:4-66.3, and they have both signed a certification showing the tax levies for the previous year, the tax rates and the range of permitted estimated tax levies; and

WHEREAS, in accordance with Chapter 72, P.L. 1994, the Township Committee shall not need the approval from the Director of the Division of Local Government Services since the estimated tax levy will not exceed 105% maximum allowed. Approval will enable the Township to meet its financial obligations, maintain the tax collection rate, provide uniformity for tax payments, and save the unnecessary cost of interest expenses on borrowing.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF EWING, on this 27th day of June 2023, as follows:

1. The Ewing Township Tax Collector is hereby authorized and directed to prepare, and issue estimated tax bills for the Township for the third installment of 2023 taxes. The Tax Collector shall proceed, upon approval from the Director, and take such actions as are permitted and required by L 1994, c. 72 (NJSA 54:4-66.2 and 54:4-66.3).
2. The entire estimated tax levy including Municipal, Library, School, County, and County Open Space for 2023 is hereby set at \$121,855,141.62
3. In accordance with the law, the third installment of 2023 taxes shall not be subject to interest until the later of August 10 or the twenty-fifth calendar day after the date the estimated tax bills were mailed. The estimated tax bills shall contain a notice specifying the date on which interest may begin to accrue
4. The Tax Collector may rescind this resolution in the event the State budget is adopted and the County of Mercer releases a tax rate for the Township of Ewing.

Explanatory Statement

Due to the delay in the release of the 2023 Municipal Tax rate by the Mercer County Tax Board, the Township cannot print and release tax bills, and may experience cash flow difficulties. This resolution authorizes the collector to prepare and deliver estimated third quarter 2023 bills based on an estimated levy in the event of further delays. This levy amount is only estimated and cannot be finalized until the Mercer County Tax Board strikes the rate. The Tax Collector may rescind this resolution in the event the rate is struck by the County within the required timeline.

Joanna Mustafa, CFO

Abelardo Conesa, Tax Collector

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 27th day of June 2023.

SEAL

**Kim J. Macellaro, CMC
Municipal Clerk**

PROPOSED CALCULATION OF 2023 ESTIMATED TAX RATE

Proposed
 2023 Introduced Township Budget
 2023 Adopted District School Budget
 2023 Estimated County Budget

2022 TAX LEVY & TAX RATE

	LEVY	TAX RATE
LOCAL	32,651,201.01	0.994
DISTRICT SCHOOL	63,621,768.00	1.937
COUNTY	19,045,629.82	0.580
LIBRARY	1,958,437.19	0.060
OPENSOURCE	868,520.25	0.026

TOTALS

118,145,556.27 3.597

2023 ESTIMATED RANGE FOR TAX LEVY

	95%	105%
LOCAL	31,018,640.96	34,283,761.06
DISTRICT SCHOOL	60,440,679.60	66,802,856.40
COUNTY	18,093,348.33	19,997,911.31
LIBRARY	1,860,515.33	2,056,359.05
OPENSOURCE	825,094.24	911,946.26

124,052,834.08

2023 ESTIMATED TAX RATE

2023 RATABLE TOTAL = 3,313,103,180
 AMOUNT TO BE RAISED BY TAXATION:

TAX RATE

2023 1 and 2 Qtrs

LOCAL	33,899,379.62	1.023
DISTRICT SCHOOL	65,055,762.00	1.964
COUNTY	20,000,000.00	0.604
LIBRARY	2,000,000.00	0.060
OPENSOURCE	900,000.00	0.027

TOTALS

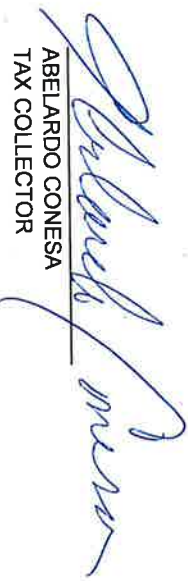
121,855,141.62 3.678

121,855,141.62

60,927,570.81

3.678

PREPARED AND CERTIFIED BY 
 JOANNA MUSTAFA
 CHIEF FINANCIAL OFFICER


 ABELARDO CONESA
 TAX COLLECTOR

THE TOWNSHIP OF EWING
Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj

**RESOLUTION REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION NJS
40A:4-87**

Resolution #23R- WHEREAS, NJS 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount,

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Ewing in the County of Mercer, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of items of revenue in the budget of the year CY2023 in the sums of:

NJACCHO - \$261,400.00
National Opioid Settlement - \$5,759.62

BE IT FURTHER RESOLVED, that the like sums of:

NJAACHO - \$261,400.00
National Opioid Settlement - \$5,759.62

Appropriated under the caption *Public and Private Programs offset by Revenues*;

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 27th day of June 2023.

SEAL

**Kim J. Macellaro, CMC
Municipal Clerk**

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj.org

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF EWING, MERCER COUNTY, NEW JERSEY AND LOCAL 102 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) TO SUPPLEMENT THE EXISTING COLLECTIVE BARGAINING AGREEMENT

Resolution #23R- WHEREAS, the Township and Local 102 of the International Brotherhood of Electrical Workers (“IBEW”) have agreed to the addition of the new position of Supervisor of Dispatch; and

WHEREAS, the Township and IBEW have agreed that the salary range for the Supervisor of Dispatch will be a minimum of \$65,000 per year, and a maximum of \$85,000 per year; and

WHEREAS, the Township and IBEW are desirous of entering into a Memorandum of Understanding to supplement and amend the Collective Bargaining Agreement (“CBA”) entered into between the Township and IBEW for the period of January 1, 2020, through December 31, 2023; and

WHEREAS, Appendix A – Hiring Ranges of the CBA will be amended to add the following title as follows:

<u>CLASSIFICATIONS</u>	<u>Minimum</u>	<u>Maximum</u>
Supervisor of Dispatch	\$65,000	\$85,000

NOW, THEREFORE, BE IT RESOLVED, by the Ewing Township Council that:

1. The Township of Ewing is authorized to execute a Memorandum of Understanding to supplement and amend the Collective Bargaining Agreement entered into between the Township and Local 102 of the International Brotherhood of Electrical Workers for the period of January 1, 2020, through December 31, 2023, to add the title of Supervisor of Dispatch.
2. The Mayor is authorized to execute all necessary documents to effectuate this agreement.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 27th day of June 2023 .

SEAL

Kim J. Macellaro, CMC
Municipal Clerk

MEMORANDUM OF UNDERSTANDING

This memorandum is intended to supplement and amend the Collective Bargaining Agreement entered into between the Township of Ewing and IBEW Local 102 for the period of January 1, 2020 through December 31, 2023.

Whereas the parties agree to add the position of Dispatch Supervisor; and,

The parties agree that the position will be listed by the New Jersey Civil Service Commission.

The Parties confirm the Dispatch Supervisor will be a Full Time Classification.

The Dispatch Supervisor shall have a hiring range between \$65,000 and \$85,000 annually.



Ewing Township

Dated: 6/20/2023

IBEW Local 102

THE TOWNSHIP OF EWING
Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj

A RESOLUTION CONFIRMING THE EXECUTION OF AN EXTENSION OF AN AFFILIATION AGREEMENT BETWEEN THE COLLEGE OF NEW JERSEY SCHOOL OF NURSING, HEALTH AND EXERCISE SCIENCE AND THE EWING TOWNSHIP HEALTH DEPARTMENT

Resolution #23R- WHEREAS, The College of New Jersey School of Nursing, Health and Exercise (the "College") is an educational institution providing Baccalaureate and Graduate Certificate degree programs in Public Health, and periodically desires to provide students in such degree programs with educational and clinical experience by utilizing appropriate facilities and personnel of third parties (the "Program") as it relates to graduate students; and

WHEREAS, the Ewing Township Health Department (the "Department") provides education, promotion and protection of community health and safety, and possesses the facilities and professional experience necessary to provide clinical education in Public Health to the College's students; and

WHEREAS, the Department has negotiated an Affiliation Agreement (the "Agreement") with the College to cooperate in the education of the College's students enrolled in Public Health degree programs utilizing the Department's Clinics and Events; and

WHEREAS, the Agreement was executed on June 23, 2008 and thereafter the Department and the College have continued to extend the Agreement on an annual basis; and

WHEREAS, the College and the Department find that the Program has advanced Public Health education and an extension of the Agreement will serve the public purpose of advancing health and safety of the local community; and

WHEREAS, the Department and College have agreed to extend the Agreement, which remains in full force and effect without any changes except as to the expiration date, and the extension shall be valid effective July 1, 2023 through June 30, 2023, unless terminated by either party; and

NOW THEREFORE, BE IT RESOLVED, by the Ewing Township Council that the Ewing Township Health Department is authorized to execute an extension of the June 23, 2008 Affiliation Agreement with The College of New Jersey School of Nursing, Health and Exercise for Public Health programs.

IT IS SO RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 27th day of June 2023.

SEAL

**Kim J. Macellaro, CMC
Municipal Clerk**



School of Nursing and Health Sciences
Carole Kenner, PhD, RN, FAAN, FNAP, ANEF, Carol Kuser Loser Dean and Professor

June 5, 2023

Ms. Sharon McNellis-Kissel
Health Officer
Ewing Township Health Department
2 Jake Garzio Drive
Ewing, NJ 08628

Dear Ms. McNellis-Kissel:

On behalf of the faculty of the School of Nursing and Health Sciences, Department of Nursing at The College of New Jersey, I first want to thank you for your support in providing excellent clinical learning experiences for our students. We recognize this partnership as essential to educating high quality nurses for the future.

The purpose of this letter is to extend the current affiliation agreement between The College of New Jersey, School of Nursing and Health Sciences and the Ewing Township Health Department (the "Agreement") to cover the period July 1, 2023 through June 30, 2024. Except for the change in the expiration date, the terms and conditions of the Agreement remain unchanged, and as modified hereby the Agreement remains in full force and effect.

Please have this letter executed below by an authorized representative of the Ewing Township Health Department and return to jrussell@tcnj.edu electronically, preferably by June 15, 2023. Please contact my assistant, Joan Russell, at the same email address if you require additional time or have any questions.

I am also enclosing a copy of our current liability insurance for your information and files.

We look forward to working with you in the coming year. If you have any questions, please do not hesitate to contact me (kennerc@tcnj.edu) or Joan Russell. Thank you.

Sincerely,

Handwritten signature of Carole Kenner in blue ink.

Carole Kenner, PhD, RN, FAAN, FNAP, ANEF
Carol Kuser Loser Dean and Professor

Handwritten signature of Jeffrey M. Osborn in blue ink.

Jeffrey M. Osborn, PhD
Provost & Vice President/Academic Affairs

Enclosure

By: _____

DATE _____

NAME & TITLE OF AUTHORIZED REPRESENTATIVE

SECOND AMENDMENT

RECEIVED
7-14-10

This second amendment (the "Second Amendment") to the Affiliation Agreement described below is made effective as of July 1, 2010 (the "Effective Date") by and between Ewing Township Health Department ("Facility") and The College of New Jersey, for its School of Nursing and Health and Exercise Science ("TCNJ").

WHEREAS, Facility and TCNJ have entered into an affiliation agreement on or about June 23, 2008, as amended by the First Amendment dated on or about July 1, 2009 (that is scheduled for review on or about June 30, 2010) for the clinical education (as amended by the First Amendment, the "Affiliation Agreement");

WHEREAS, the Facility and TCNJ desire to modify the Affiliation Agreement subject to the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties do hereby agree and covenant that, as of the Effective Date, the Affiliation Agreement is hereby amended as follows:

1. The term of the Affiliation Agreement shall expire on June 30, 2011 unless extended by the parties.
2. Paragraph A.16 is deleted in its entirety and replaced with the following:

“Standard HR 1.20 promulgated in 2004 by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) in the Comprehensive Accreditation Manual for Hospitals: Official Handbook requires hospitals to verify the criminal background of students and volunteers as well as hospital staff. Pursuant to Standard HR 1.20 and the accompanying Rationale for HR 1.20 and Elements of Performance for HR 1.20, in order for each student to participate in clinical experiences with clinical facilities, the COLLEGE on behalf of students, will contract with an outside agency to have criminal background checks conducted for all students prior to their entrance into clinical courses.

Graduate students, post-baccalaureate students, and RN to BSN students with a valid professional RN license and who have already completed a qualifying criminal background check as a condition of active professional Nursing employment or Nursing professional licensure, may be exempt from this process if the check was completed within the past five years and the results are received by the COLLEGE. All other students may be exempt ONLY if a qualifying criminal background check was completed within three months of entering the student's first clinical course and received by the COLLEGE.

The COLLEGE shall receive and maintain the results of the criminal background checks. If the background check reveals that a student has been convicted of any crime, the COLLEGE will share those results with the FACILITY, which may elect to exclude the student from participation in the clinical education program at the FACILITY. For purposes of this section, a judgment of conviction or a plea of guilty, *non vult*, or *nolo contendere* shall be deemed a conviction.”

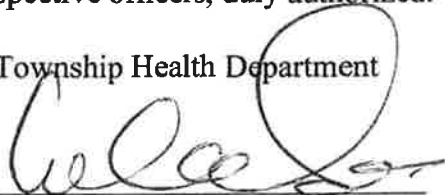
3. All terms and conditions of the Affiliation Agreement, except those modified hereby, remain unchanged and the Affiliation Agreement as modified hereby remains in full force and effect.

In Witness Whereof, the undersigned have caused this Second Amendment to be executed by their respective officers, duly authorized.

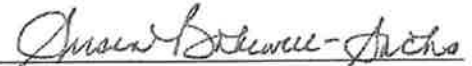
Ewing Township Health Department

The College of New Jersey

By: _____



By: _____



Susan Bakewell-Sachs

Name/Title: HEALTH OFFICER

Title: Carol Kuser Loser Dean
Professor of Nursing

Date: 7/1/10

Date: June 28, 2010

RECEIVED
9-8-09

FIRST AMENDMENT

This first amendment (the "First Amendment") to the Affiliation Agreement described below is made effective as of July 1, 2009 (the "Effective Date") by and between Ewing Township Health Department ("Facility") and The College of New Jersey, for its School of Nursing and Health and Exercise Science ("TCNJ").

WHEREAS, Facility and TCNJ have entered into an Affiliation Agreement on or about June 23, 2008 for the clinical education (the "Affiliation Agreement");

WHEREAS, the Facility and TCNJ desire to modify the Affiliation Agreement subject to the terms and conditions set forth herein;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties do hereby agree and covenant that, as of the Effective Date, the Affiliation Agreement is hereby amended as follows:

1. The term of the Affiliation Agreement shall expire on June 30, 2010 unless extended by the parties.

2. Paragraph B.17 is deleted in its entirety and replaced with the following:

“That the FACILITY shall ensure that the policies and practices pertaining to the operations of the FACILITY do not unlawfully discriminate based on race; creed; color; national origin; nationality; ancestry; age; familial, marital, civil union or domestic partnership status; affectional or sexual orientation; genetic information; sex; gender identity or expression; disability; atypical hereditary cellular or blood trait; or liability for service in the Armed Forces of the United States.”

3. All terms and conditions of the Affiliation Agreement, except those modified hereby, remain unchanged and the Affiliation Agreement as modified hereby remains in full force and effect.

In Witness Whereof, the undersigned have caused this First Amendment to be executed by their respective officers, duly authorized.

Ewing Township Health Department

By: [Signature]

Name/Title: W. Amislee, III, BS, RN, NE-BC, CPHQ

Date: 8-11-09

The College of New Jersey

By: [Signature]
Susan Bakewell-Sachs

Title: Carol Kuser Loser Dean
Professor of Nursing

Date: June 22, 2009



The College of New Jersey

School of Nursing, Health, and
Exercise Science

PO Box 7718
Ewing, NJ 08628-0718

P) 609.771.2591
F) 609.637.5159
E) nursing@tcnj.edu
W) www.tcnj.edu

AFFILIATION AGREEMENT BETWEEN THE COLLEGE OF NEW JERSEY SCHOOL OF NURSING, HEALTH, AND EXERCISE SCIENCE AND EWING TOWNSHIP HEALTH DEPARTMENT (AGENCY)

Affiliation Agreement between The College of New Jersey, for its School of Nursing, Health, and Exercise Science (hereinafter known as "COLLEGE"), 2000 Pennington Road, Ewing, NJ 08628 and Ewing Township Health Department (hereinafter known as "FACILITY"), a corporation duly formed and existing under the laws of the state of New Jersey, with an address at 2 Jake Garzio Drive, Ewing, NJ 08628 is made this 23rd day of June, 2008.

WHEREAS, it is the intention of the COLLEGE and the FACILITY to cooperate for the education of nursing students enrolled in the Baccalaureate and Master's programs:

Now, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

A. DUTIES OF THE COLLEGE AND STUDENTS:

1. The COLLEGE will assume full responsibility for the planning and execution of the educational program in nursing, including administration, programming, curriculum content, faculty appointments and administration, and the requirements for student admission, matriculation, promotion, and graduation.

For Undergraduate Students:

- 2 The COLLEGE will provide instructors for the teaching and guidance of students while at the FACILITY for clinical experience at a ratio not to exceed ten students per instructor.

3. The COLLEGE will have the responsibility for selecting the student experience, planning the schedule of student assignments, and making all individual assignments. However, the COLLEGE will confer with the FACILITY in advance of its planned schedule of student assignments to the clinical areas including the dates, number of students and instructors, and type of experience. This schedule will require approval by the FACILITY.

For Graduate Students:

4. Preceptors will be mutually agreed upon between the FACILITY and the COLLEGE.
5. The COLLEGE will have the responsibility of assigning student(s) to preceptors and will confirm all student placements with the FACILITY.
6. Graduate students will negotiate clinical schedules with their preceptors.

For All Students:

7. The COLLEGE will keep all records and reports on the students' clinical experience.
8. The COLLEGE will provide orientation to the educational program for the FACILITY staff.
9. The COLLEGE will withdraw any student or faculty member from the clinical areas when they are lawfully unacceptable to the FACILITY for reasons of health, performance, or other reasonable causes. The COLLEGE shall have the right to withdraw any student or students from the clinical area at its discretion.
10. The students and COLLEGE faculty will respect the confidential nature of all information which may come to them with regard to patients and patients' records.
11. The COLLEGE will assume the responsibility for seeing that both the students and instructors comply with the rules and regulations of the FACILITY where they pertain to the activities of both while in the FACILITY, provided that copies of such rules and regulations have been made available to the College, students and instructors.
12. Under no circumstance is any student or COLLEGE faculty member to be considered an agent or employee of the FACILITY.
13. The COLLEGE assures that all students and faculty participating in any clinical activities at the FACILITY will be covered by liability insurance (see copy attached). In compliance with New Jersey Administrative Code for the Board of Nursing, specifically 13.37 – 1.11 (a) 6, every nursing program will “Require individual liability insurance for each student,” the COLLEGE (as of the fall 2007 semester) requires all baccalaureate nursing students in clinical courses to purchase individual liability insurance. In addition,

the acts of faculty, officers and employees of The College of New Jersey are covered pursuant to the State of New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

The COLLEGE shall maintain Self-insurance under the New Jersey Tort Claims Act. The COLLEGE shall maintain student blanket professional liability [coverage in amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate] while students and faculty are participating in the clinical program at the FACILITY. The COLLEGE shall also maintain general and professional liability self-insurance as professional liability self-insurance as provided by the New Jersey Tort Claims Act. The COLLEGE agrees to provide certificates of insurance coverage to the FACILITY for all required insurance coverage before a student begins an assignment at the FACILITY.

The COLLEGE agrees to defend against claims arising out of activities of College employees and students during the clinical program described in the Agreement to the extent provided in the New Jersey Tort Claims Act and pursuant to the claim procedures set forth therein. The COLLEGE shall be responsible for actions, claims, demands, losses, damages, liabilities, lawsuits, judgment, awards against the College, its students, faculty, officers and employers as provided in the New Jersey Tort Claims Act.

14. The students will provide their own medical care except in emergencies and will be financially responsible for all care.
15. All students will have passed a physical examination, serological blood examination, mantoux test (PPD) and, if necessary, a chest x-ray before being assigned to the hospital. The serological studies and immunization requirements will meet the State of New Jersey standards for health care workers. Students will provide proof of these to the site upon request.
16. Standard HR 1.20 promulgated in 2004 by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) in the Comprehensive Accreditation Manual for Hospitals: Official Handbook requires hospitals to verify the criminal background of students and volunteers as well as hospital staff. Pursuant to Standard HR 1.20 and the accompanying Rationale for HR 1.20 and Elements of Performance for HR 1.20, in order for each student to participate in clinical experiences with our clinical facilities, the COLLEGE on behalf of students, will contract with an outside agency to have criminal background checks conducted for all students prior to their entrance into clinical courses. The COLLEGE shall receive and maintain the results of the criminal background checks. In the event that questionable information is found (information which may prevent the student from participating in clinical education at the FACILITY) the COLLEGE shall share that information with the FACILITY. Student participation in clinical settings will be contingent upon completion of the criminal background check, and approval from the FACILITY if any questionable results are found. Graduate students, post-baccalaureate students, and RN to BSN students who have already completed a criminal background check may be exempt from this process if the check was completed within the past five years. All other students may be exempt ONLY if a criminal background check was completed within three months of entering a clinical course. ALL requests for exemption

must include an official copy of result from a qualifying previous criminal background check in writing. The COLLEGE will share documentation of waiver of the criminal background check with the FACILITY upon request.

B. DUTIES OF THE FACILITY:

17. The FACILITY shall ensure that the policies and practices pertaining to the operations of the FACILITY do not discriminate based on sex, race, religion, color, ancestry, national origin, marital status, handicap, age, life style, or liability for service in the armed forces of the United States.
18. The FACILITY will provide orientation to the clinical areas for the COLLEGE faculty; such orientation shall be required by all instructors assigned.
19. The FACILITY will make available clinical areas for students' experience, including the necessary equipment and supplies for giving nursing care.
20. The FACILITY will make available space and facilities for clinical instruction, including pre-assignment and post-assignment conferences for undergraduates, faculty site visits for graduate students, and necessary locker room facilities or the equivalent (want clarification regarding payment for services).
21. The FACILITY will designate a representative of its administration to work jointly with the administration of the COLLEGE Nursing Program to serve in a liaison capacity with the COLLEGE faculty.
22. The FACILITY will provide orientation to the clinical areas for the COLLEGE faculty; such orientation shall be required by all instructors assigned.
23. The FACILITY will permit students and instructors to use the cafeteria at their own expense when student clinical assignments make this necessary.
24. The FACILITY will make available emergency medical care to students and instructors who may become ill or may be injured while they are at the FACILITY.
25. The care of the patients shall remain the responsibility of the FACILITY.
26. The FACILITY will provide to the COLLEGE any incident review forms involving COLLEGE faculty and students.

C. MUTUAL RESPONSIBILITIES:

27. As per New Jersey Board of Nursing Regulation 13:37-1.10(b)5., there will be a joint annual evaluation of the effectiveness of the clinical experience with input from students.

This requirement has been accomplished to date by having annual meetings with clinical agencies to discuss the effectiveness of clinical experiences and plan for future experiences. This discussion includes the perspective and needs of **both** the educational institution and the clinical agency. Student input is routinely sought through formal Agency Evaluations and informally through open discussions.

28. This Agreement shall become effective immediately and will continue in full force and effect until terminated as hereinafter provided. The Agreement may be modified or terminated upon request of either party and with the agreement of the other at any time, or it may be modified or terminated by one party upon one semester or six months written notice to the other. Termination shall not take effect with respect to students already enrolled in the Nursing Program.
29. The terms of this Agreement shall be reviewed annually.

[The remainder of this page is intentionally blank. Signature page follows.]

THE COLLEGE OF NEW JERSEY:

Susan Bakewell-Sachs

Susan Bakewell-Sachs, Dean
School of Nursing, Health, & Exercise Science

June 23, 2008

Date

Elizabeth L. Paul

Elizabeth L. Paul
Interim Provost, Vice President of Academic Affairs

June 23, 2008

Date

Ewing Township Health Department

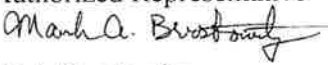
W. Allen Lee, III HEALTH OFFICER

Name and Title of Authorized Agency Representative

W. Allen Lee, III

Signature of Authorized Agency Representative

Date

MEMORANDUM OF INSURANCE				Date Issued June 28, 2022	
Producer Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines, IA 50306-3576 www.proliability.com			This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter the coverages afforded by the Certificate listed below.		
Insured The Students of New Jersey State Colleges & Universities 2000 Pennington Road Ewing, NJ 08628-0718			Company Affording Coverage Liberty Insurance Underwriters Inc.		
This is to certify that the Certificate listed below has been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this memorandum may be issued or may pertain, the insurance afforded by the Certificate described herein is subject to all the terms, exclusions and conditions of such Certificate. The limits shown may have been reduced by paid claims. The Memorandum of Insurance and verification of payment are your evidence of coverage. No coverage is afforded unless the premium is successfully paid in full.					
Type of Insurance	Certificate Number	Effective Date	Expiration Date	Limits	
Professional Liability	AHV-103689004	07/01/2022	07/01/2023	Per Occurrence	\$2,000,000
				Aggregate	\$4,000,000
General Liability				Per Occurrence	
				Aggregate	
Evidence of Insurance Memorandum Holder is an Additional Insured but only as respects to claims arising out of the sole negligence of the named insured subject to the terms and provisions of the policy.					
Memorandum Holder: The College of New Jersey 2000 Pennington Road Ewing, NJ 08628-0718			Should the above described Certificate be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Memorandum Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.		
			Authorized Representative  Mark Brostowitz Principal		

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj.org

A RESOLUTION AUTHORIZING THE PURCHASE OF 15 APX 4000 PORTABLES AND PAGERS FOR THE PURPOSE AND USE BY THE EMT DEPARTMENT, UNDER STATE CONTRACT 19198/83909, THRU MOTOROLA SOLUTIONS, TRENTON N.J.

Resolution #23R- WHEREAS, the Township of Ewing wishes to purchase 15 APX 4000 Portables and Pagers thru Motorola Solutions, STATE CONTRACT, 19198/83909 in the amount of \$59,768.22; and

WHEREAS, said equipment was approved for purchase through Fund 30, Capital Fund, 305693411, Ord. 2023-11 Various Improvements; and

WHEREAS, the Chief Financial Officer has certified that funds are available for said purpose in the Fund 30, Capital Fund, 305693411, Ord. 2023-11 Various Improvements; and

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Ewing hereby authorizes the purchase of the above-mentioned Portables and Pagers from Motorola Solutions, 1681 South Olden Avenue, Trenton, NJ 08610 in the amount of \$59,768.22; and

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Chief Financial Officer and the QPA.

IT IS SO RESOLVED.

Certification:

I, Kim Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regularly Scheduled Meeting of the Municipal Council of the Township of Ewing, County of Mercer, and State of New Jersey held on the 27th day of June 2023.

SEAL

**Kim Macellaro, CMC
Municipal Clerk**

Joanna Mustafa, CFO (Certifying Funds)

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj.org

A RESOLUTION AUTHORIZING A PERFORMANCE BOND RELEASE FOR EWING PROPERTIES, LLC D/B/A DUNKIN DONUTS RESTAURANT (BLOCK 382/LOTS 7 & 22) - EWING ENGINEERS REMINGTON & VERNICK PROJECT #1102-I-118

Resolution #23- WHEREAS, the Township Engineer has made the necessary inspections of Ewing Properties, LLC d/b/a Dunkin Donuts Restaurant for a final performance bond release; and

WHEREAS, the Township Engineer recommends the performance bond be released subject to the conditions set forth in the letter of June 12, 2023; now therefore

BE IT RESOLVED, that the Governing Body of The Township of Ewing does hereby authorize the release of the performance bond upon the recommendations of Ewing Engineers Remington & Vernick for project #1102-I-118 in the Township of Ewing, and;

BE IT FURTHER RESOLVED, that the release of said performance bond be subject to the developers compliance with the following condition(s):

- 1. Payment of all current charges for professional services.**
- 2. Posting of a two-year maintenance guarantee in the amount of \$604.80.**
- 3. Posting of a two-year landscape buffer maintenance guarantee in the amount of \$2,394.00 for the project.**
- 4. Posting of \$1,000.00 in escrow, for a future Two (2) Year Maintenance Bond release inspection.**
- 5. Review and approval of all documents by the Township Solicitor.**

NOW THEREFORE BE IT RESOLVED, that upon Ewing Township Council approval, copies of adopted resolution should be forwarded to the Developer, Construction Code Official, Chief Finance Officer and the office of Remington & Vernick.

IT IS RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regular Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 27th day of June 2023.

SEAL

**Kim J. Macellaro, CMC
Municipal Clerk**

THE TOWNSHIP OF EWING

Municipal Complex
2 Jake Garzio Drive
Ewing, NJ 08628



Phone: (609) 883-2900
Admin. Fax: (609) 538-0729
Clerk Fax: (609) 771-0480
Web Address: www.ewingnj.org

A RESOLUTION AUTHORIZING A PERFORMANCE GUARANTEE RELEASE FOR 129 EWINGVILLE ROAD, (BLOCK 190, LOT 264.02) - EWING TOWNSHIP ENGINEERS REMINGTON & VERNICK PROJECT #1102-I-132

Resolution #23- WHEREAS, the Township Engineer has made the necessary inspections of the above captioned project for a final performance guarantee release; and

WHEREAS, the Township Engineer recommends the performance guarantee be released subject to the conditions set forth in the letter of June 7, 2023; now therefore

BE IT RESOLVED, that the Governing Body of The Township of Ewing does hereby authorize the release of a performance guarantee release upon the recommendations of Ewing Engineers, Remington & Vernick Project #1102-I-132 in the Township of Ewing, and;

BE IT FURTHER RESOLVED, that the release of said performance guarantee be subject to the developers compliance with the following condition(s):

- 1. Payment of all current charges for professional services.**

NOW THEREFORE BE IT RESOLVED, that upon Ewing Township Council approval, copies of adopted resolution should be forwarded to the Developer, Construction Code Official, Chief Financial Officer and the office of Remington & Vernick.

IT IS RESOLVED.

Certification:

I, Kim J. Macellaro, Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regularly Scheduled Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 27th day of June 2023.

SEAL

**Kim J. Macellaro, CMC
Municipal Clerk**