

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 5-2012

**AUTHORIZING THE ACCEPTANCE OF PROPERTY
AT BLOCK 5200, LOT 7 BY GIFT FROM TIMOTHY E. AND MARGARET KERR**

WHEREAS, Timothy E. and Margaret Kerr (the "Kerrs") own property at Block 5200, Lot 7, more commonly referred to as 335 Tom Brown Road (the "Property"); and

WHEREAS, the Kerrs desire to donate the Property to the Township of Moorestown and the Township Council of the Township of Moorestown desires to accept same; and

WHEREAS, pursuant to the Local Lands and Buildings Law, at N.J.S.A. 40A:12-5, a municipality must authorize the acquisition of property by Ordinance.

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey, as follows:

Section 1. The Township Council hereby authorizes and accepts the gift of the Property from the Kerrs in accordance with the terms and conditions of a New Jersey Department of Environmental Protection Administrative Consent Order dated January 5, 2012, a copy of which is attached hereto,

Section 2. The Mayor, Township Clerk, and Township Attorney are hereby authorized to execute all such documents as are necessary to accept and effectuate the conveyance of the Property, including all costs associated therewith.

Section 3. Repealer. Any Ordinances inconsistent with this ordinance are hereby repealed to the extent of its inconsistency.

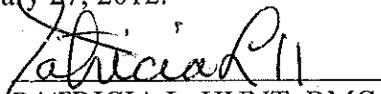
Section 4. Severability. If any provision of this Ordinance is deemed unlawful by a Court is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

Section 5. Effective date. This Ordinance shall take effect upon proper passage in accordance with the law.

Section 6. Short Title. This Ordinance shall be known as Ordinance 5-2012.

CERTIFICATION

I hereby certify that Ordinance No. 5-2012 was introduced and adopted on first reading by the Township Council at a meeting held on February 13, 2012. This ordinance was duly adopted by the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey at a meeting of the Township Council held on February 27, 2012.


PATRICIA L. HUNT, RMC
Township Clerk

VOTE:	
JORDAN	YES
GALLO	YES
TESTA	YES
CHIACCHIO	ABSENT
BUTTON	YES



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Bureau of Coastal and Land Use Compliance and Enforcement
P.O. Box 420, 401 East State Street
Mail Code 401-04C
Trenton, New Jersey 08625-0420
Telephone: (609) 292-1240
Fax: (609) 633-6798

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Commissioner

CERTIFIED MAIL/RRR

IN THE MATTER OF:

JAMES AND MARY DUNLEAVY
105 Fellswood Drive; Block 5501, Lot 2
NEA110001 - 0322-08-0006.20

ANTHONY AND CHRISTIE GRAZIOSI
109 Fellswood Drive; Block 5501, Lot 3
NEA090002 - 0322-08-0006.1

HOWARD AND EMILY OREL
113 Fellswood Drive; Block 5501, Lot 4
NEA110001 - 0322-08-0006.19

SAMUEL KRACHMAN AND SHANTHI SUBBIAH
117 Fellswood Drive; Block 5501, Lot 5
NEA090002 - 0322-08-0006.2

KEVIN MAK AND ANNIE VOONG
133 Fellswood Drive; Block 5501, Lot 9
NEA110001 - 0322-08-0006.4

CHRISTINE HESSELBACHER
137 Fellswood Drive; Block 5501, Lot 10
NEA090002 - 0322-08-0006.5

JOHN AND THERESA SOFFRONOFF
141 Fellswood Drive; Block 5501, Lot 11
NEA110001 - 0322-08-0006.6

JOHN AND KIMBERLY TWOMEY
145 Fellswood Drive; Block 5501, Lot 12
NEA090002 - 0322-08-0006.7

ADMINISTRATIVE CONSENT ORDER

TIM AND MARGERET KERR
157 Fellswood Drive; Block 5501, Lot 15
NEA110001 - 0322-08-0006.10

MARC AND KELLY TANDOURJIAN
169 Fellswood Drive; Block 5501, Lot 18
NEA090002 - 0322-05-0008.1

JOHN AND TRACEY BUCKLEY
173 Fellswood Drive; Block 5501, Lot 19
NEA090002 - 0322-08-0006.13

TAMEEM AHMED AND YASMIN MAHMOOD
112 Fellswood Drive; Block 5501, Lot 20
NEA090002 - 0322-08-0006.14

YOGESH AND MAMTA PATEL
108 Fellswood Drive; Block 5501, Lot 21
NEA090002 - 0322-08-0006.15

FRANCIS AND LISA LEE
104 Fellswood Drive; Block 5501, Lot 22
NEA090002 - 0322-08-0006.16

ALL LOCATED IN:
MOORESTOWN TOWNSHIP,
BURLINGTON COUNTY

The New Jersey Department of Environmental Protection ("Department" or "DEP") is authorized to enter into this Administrative Consent Order (ACO) pursuant to the authority vested in the Commissioner of the Department by N.J.S.A. 13:1D-1 et seq., and the Freshwater Wetlands Protection Act N.J.S.A. 13:9B-1 et seq. (the "FWP Act") and the rules promulgated at N.J.A.C. 7:7A-1, and duly delegated to the Assistant Commissioner, Compliance and Enforcement and his assignees pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. The individuals captioned above (each a "Homeowner" and collectively, "Homeowners") each own a respective parcel of real property at the address designated below each of their names. The parcels are all located within "The Fells" residential subdivision developed by D.R. Horton, Inc. (DRHI).
2. On October 23, 2001, The Department issued several Freshwater Wetlands Protection Act approvals (files no. 0322-00-0003.2-5) for a subdivision known as "The Fells" (subsequently renamed "The Grande at Moorestown") (the "Wetlands Permit"). DRHI did not satisfy certain conditions of the Wetlands Permit which created an ambiguity with respect to the location of, and the restrictions on use of, the wetlands and wetland transition area, as applicable, on each of the Homeowners parcels.
3. As a result of a compliance evaluation conducted on July 2, 2008 and October 10, 2008, the Department issued a Field Notice of Violation (NOV) dated November 14, 2008 to

certain of the Homeowners for alleged violations of the FWP Act as well as a December 12, 2008 Notice of Violation to DRHI for violation of the Wetlands Permit.

4. In 2010, certain Homeowners executed an Administrative Consent Order with the NJDEP to implement an NJDEP-approved landscape plan for their individual parcels ("2010 ACO's") in an effort to resolve the NOV's. At about the same time, certain of the Homeowners entered the NJDEP's Office of Dispute Resolution ("ODR") process to seek an alternative resolution to the NOV's than the resolution set forth in the 2010 ACO's.
5. As a result of the ODR process, the Homeowners reexamined the wetlands and wetland transition area on several of the parcels and proposed transition area compensation on a nearby five acre parcel identified as Block 5200, Lot 7 on the tax rolls of Moorestown Township, Burlington County ("Compensation Parcel").
6. During October 2011, the Department's Division of Land Use Regulation completed its reexamination of the wetlands delineation that formed the basis of the 2001 permits, and concluded that the prior wetlands delineation overstated the actual extent of wetlands on The Grande at Moorestown property. As a result the Department has verified a revised wetland and transition area delineation as described in that certain September 13, 2011, amended October 26, 2011, Letter of Interpretation – Line Verification prepared by Paulus, Sokolowski and Sartor, LLC.
7. The Signatories wish to resolve this matter without further adjudication and therefore have entered into this ACO to settle the violations referenced in the above Findings without admission of fault or liability according to the terms set forth herein.

NOW THEREFORE IT IS HEREBY ORDERED AND AGREED THAT:

8. Within 60 days of this ACO becoming final pursuant to the public participation process outlined below: (i) the 2010 ACO's shall terminate and be of no further force or effect, and (ii) each individual Homeowner shall cause the proposed modified transition area boundary for their owned parcel, as depicted on the plans referenced below, to be surveyed and shall cause a Department approved deed restriction to be filed with the deed for the property and recorded in the office of the County Clerk (the Registrar of Deeds and Mortgages) in Burlington County. The restriction shall state that no regulated activities, included but not limited to, the filling, grading or dumping of any material or mowing or destruction of vegetation, shall occur in the modified transition area or adjacent wetlands without prior approval of the Department. The deed restriction will however expressly permit each Homeowner to re-landscape the wetlands and wetland transition area with native species pursuant to an NJDEP-approved landscape plan within 12 months of the effective date of the deed restriction. However, each Homeowner expressly understands that upon planting the restricted area is not to be maintained such as through mowing, tilling, herbicide application or other means. The restriction shall run with the land and be binding on all successive property owners. All future lot surveys shall show the restricted area.

As to James and Mary Dunleavy:

"TRANSITION AREA PLAN, BLOCK 5501, LOT 2 MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, "prepared by PS&S, dated 12/6/2011.

As to Anthony and Christie Graziosi:

"TRANSITION AREA PLAN, BLOCK 5501, LOT 3 MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, "prepared by PS&S, dated 12/6/2011.

As to Howard and Emily Orel:

"TRANSITION AREA PLAN, BLOCK 5501, LOT 4 MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, "prepared by PS&S, dated 12/6/2011.

As to Samuel Krachman and Shanthi Subbiah:

"TRANSITION AREA PLAN, BLOCK 5501, LOT 5 MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, "prepared by PS&S, dated 12/6/2011.

As to Kevin Mak and Annie Voong:

"TRANSITION AREA PLAN, BLOCK 5501, LOT 9 MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, "prepared by PS&S, dated 12/6/2011.

As to Christine Hesselbacher:

"TRANSITION AREA PLAN, BLOCK 5501, LOT 10 MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, "prepared by PS&S, dated 12/6/2011.

As to John and Theresa Soffronoff:

"TRANSITION AREA PLAN, BLOCK 5501, LOT 11 MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, "prepared by PS&S, dated 12/6/2011.

As to John and Kimberly Twomey:

"TRANSITION AREA PLAN, BLOCK 5501, LOT 12 MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, "prepared by PS&S, dated 12/6/2011.

As to Tim and Margeret Kerr:

"TRANSITION AREA PLAN, BLOCK 5501, LOT 15 MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, "prepared by PS&S, dated 12/6/2011.

As to Marc and Kelly Tandourjian:

"TRANSITION AREA PLAN, BLOCK 5501, LOT 18 MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, "prepared by PS&S, dated 12/6/2011.

As to John and Tracey Buckley:

"TRANSITION AREA PLAN, BLOCK 5501, LOT 19 MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, "prepared by PS&S, dated 12/6/2011.

As to Tameem Ahmed and Yasmin Mahmood:

"TRANSITION AREA PLAN, BLOCK 5501, LOT 20 MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, "prepared by PS&S, dated 12/6/2011.

As to Yogesh and Mamta Patel:

"TRANSITION AREA PLAN, BLOCK 5501, LOT 21 MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, "prepared by PS&S, dated 12/6/2011.

As to Francis and Lisa Lee:

"TRANSITION AREA PLAN, BLOCK 5501, LOT 22 MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, "prepared by PS&S, dated 12/6/2011.

9. Not later than June 1, 2012, the Homeowners shall cause the limits of the modified transition area and wetlands to be physically located on their respective parcels by means of fence, shrub line or permanent marker as a means to ensure that the restricted area can be readily identifiable by themselves or future property owners. In the alternate, the Homeowners, or any Homeowner individually, may select the type of physical marker to be placed and allow representatives from DRHI to install a fence, shrub line or permanent markers at the modified transition area boundary, at DRHI's expense. In the event that the alternate is selected, such individual Homeowners shall within 60 days of this agreement becoming final advise the Department that it wishes to have DRHI install the physical markers, the type of physical marker it wishes to have installed and provide a letter of access to allow such installation to occur.
10. Not later than June 1, 2012, the Homeowners shall have effectuated the transfer of fee simple title of the Compensation Parcel to the Township of Moorestown or other conservation organization satisfactory to the NJDEP ("Land Recipient") as compensation for the mitigation of encroachments on certain transition area permitted under this ACO. The Compensation Parcel shall be subject to an NJDEP approved deed restriction to be filed with the deed for the property and recorded in the office of the County Clerk (the Registrar of Deeds and Mortgages) in Burlington County which deed restriction shall

prevent future grading, filling, disturbance of vegetation and/or development. The deed restriction will however expressly permit the Land Recipient to re-landscape the Compensation Parcel pursuant to an NJDEP-approved landscape plan within 12 months of the effective date of the deed restriction. It is the Department's understanding that all Homeowners have agreed to pay a pro-rata share of the cost of the Compensation Parcel. If such transfer has not occurred by June 1, 2012, the Department reserves the right to terminate this agreement and/or seek stipulated penalties as permitted herein against any and all Homeowners individually who have not made payment toward the purchase of the Compensation Parcel. Proof of filing of the deed restriction and transfer of the parcel to the Township of Moorestown shall be forwarded to the Department upon completion of same but in no case later than June 15, 2012.

11. Upon receipt of documentation establishing that the requirements set forth in paragraphs 8, 9, and 10 above have been satisfied, the Department shall issue to each Homeowner a letter stating that its NOV, if applicable, and the terms of this ACO, have been satisfied. The Department shall in said letter also provide a release from the deed restriction placed on the Homeowner's lot by DRHI thereby allowing the restriction referenced in paragraph 8 above to supersede as to that individual's lot.
12. In the event that any Homeowner does not comply with the terms of the ACO, such Homeowner shall be individually liable and subject to Stipulated Penalties as set forth below. However, one Homeowner's non-compliance with the ACO shall not affect any other Homeowner's compliance with the ACO.
13. In response to the 2010 ACO's, certain Homeowners implemented a Department-approved landscape plan and subsequently received a letter from the Department indicating that their NOV had been satisfied ("NOV Satisfaction Letter"). In the event that this ACO is terminated, each NOV Satisfaction Letter shall survive and remain in full force and effect.

STIPULATED PENALTIES

14. Stipulated penalties shall be paid to the Department as set forth below for the failure to comply with any requirement of this ACO, unless the Department has notified the Homeowner(s) in writing that a stipulated penalty will not be assessed for the violations pursuant to the force majeure provisions of this ACO. Each deadline or schedule not complied with shall be considered a separate violation. Payment of stipulated penalties shall be made according to the following schedule.

<u>Calendar Days After Due Date</u>	<u>Stipulated Penalties</u>
1 - 7	\$100.00 per calendar day
8 - 14	\$200.00 per calendar day
15 - over	\$500.00 per calendar day

15. Any such penalty for failure to comply with this ACO shall be due and payable thirty (30) calendar days following receipt of a written demand from the Department. Payment of stipulated penalties shall be made by a cashier's or certified check payable to the "Treasurer, State of New Jersey" and shall be submitted to the address on the enclosed payment invoice provided in the demand letter.

16. For the failure to timely pay stipulated penalties pursuant to the preceding paragraphs, the Department may take action to collect same, including, but not limited to, instituting civil proceedings to collect such penalties pursuant to R. 4:67 and R. 4:70 or assess civil administrative penalties for violations of this ACO.
17. The payment of stipulated penalties does not alter the responsibility to complete all the requirements of this ACO.

FORCE MAJEURE

18. If any event occurs which is believed will or may cause delay in the achievement of any provision of this ACO, the Department shall be notified in writing to the contact address below within seven (7) calendar days of the delay or anticipated delay, as appropriate, referencing this paragraph and describing the anticipated length of the delay, the precise cause or causes of the delay, any measures taken or to be taken to minimize or prevent the delay, and the time required to take any such measure to prevent or minimize any such delay. All necessary actions shall be taken to prevent or minimize any such delay.
19. If the Department finds (a) that the notice requirements of the preceding paragraph have been fully complied with and; (b) that any delay or anticipated delay has been or will be caused by fire, flood, riot, strike or other circumstances beyond the control of the Homeowner(s); and (c) that all necessary actions to prevent or minimize the delay have been taken, the Department shall extend the time for performance hereunder for a period no longer than the delay resulting from such circumstances. If the Department determines that the above notice requirements of the preceding paragraph have not been complied with, the event causing the delay is not beyond the control of the Homeowner(s), or that all necessary actions to prevent or minimize the delay have not been taken, failure to comply with the provisions of this ACO shall constitute a violation of the requirements of the ACO. The burden of proving that any delay is caused by circumstances beyond the control of the Homeowner(s), that all necessary actions were taken to prevent or minimize the delay, and the length of any such delay attributed to those circumstances, shall rest with the Homeowner(s). Increase in the cost or expenses incurred in fulfilling the requirements of this ACO shall not be a basis for an extension of time. Delay in an interim requirement shall not automatically justify or excuse delay in the attainment of subsequent requirements. Force majeure shall not automatically include contractor's breach.

RESERVATION OF RIGHTS

20. The Department reserves the right to require the performance by the Homeowner(s) of any and all additional measures reasonably necessary to protect human health and/or the environment. Nothing in this ACO constitutes a waiver of any statutory right or enforcement powers of the Department to require such additional measures should the Department determine that they are necessary nor a waiver of any defenses thereto.
21. The Department reserves the right to unilaterally terminate this ACO with respect to any Homeowner in the event its terms are violated by any such Homeowner. However, before the Department terminates this ACO pursuant to this paragraph, the Department will provide notice in writing of its obligations, and shall provide reasonable time under the

circumstances as determined by the Department, but not to exceed thirty (30) calendar days, to perform said obligations.

DEPARTMENT CONTACT

22. All submissions of information required by this ACO shall be mailed to:

Bureau of Coastal and Land Use Compliance and Enforcement
Trenton Office
401 East State Street P.O. Box 422
Trenton, New Jersey 08625-0422
Telephone: (609) 292-1240 Fax: (609) 633-6798

PUBLIC PARTICIPATION PROCESS

23. Pursuant to N.J.S.A. 13:9B-21 and N.J.A.C. 7:7A-16.19, notice of this ACO shall be published in the DEP Bulletin and will be subject to a thirty (30) day public comment period. Notice of this settlement is anticipated to be published in the DEP Bulletin on or about January 11, 2012.
- a. If there are no changes to the settlement pursuant to this public participation process, then the ACO shall automatically become final on the 31st day after execution;
 - b. If DEP proposes to make changes pursuant to this public participation process and changes are agreed to by the Homeowners, then this ACO, as modified in writing shall become final;
 - c. If DEP proposes to make material changes to this ACO pursuant to the public participation process and such changes are not agreed to within a reasonable period of time, not to exceed thirty (30) days thereafter, this ACO shall become null and void.

GENERAL PROVISIONS

24. This ACO does not preclude the Homeowners' right to submit to the Department for a transition area waiver, pursuant to NJAC 7:7A-6.1 et seq., or other approval for the site. Application for a waiver or other approval shall in no way excuse the Homeowner(s) from full and timely compliance with the terms of this ACO. Please be advised that there is no guarantee that any application submitted for a waiver or other approval will be granted by the Department.
25. This ACO and compliance therewith represents the full and final settlement and resolution of the matters identified in the underlying above NOV's, as applicable and the 2010 ACO's, as applicable.
26. This ACO represents the complete and integrated agreement of, and shall be binding upon, and/or inure to the benefit of, the State of New Jersey, the Department, and their divisions, agencies and respective successors, and the Signatories and its respective

agents, successors, assignees and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity.

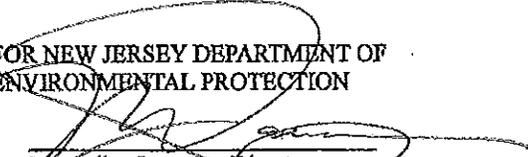
27. This ACO shall not relieve the Homeowners from obtaining and complying with all applicable federal, state and local permits as well as all applicable statutes, codes, rule, regulations and orders, including but not limited to the statutes and regulations cited herein.
28. The Signatories agree not to contest the terms or conditions of this ACO in any action to enforce its provisions.
29. No obligations of this ACO or penalties imposed by this ACO are intended to constitute a debt or debts that may be limited or discharged in a bankruptcy proceeding. All obligations and penalties are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and the protection of public health, safety, welfare and the environment.
30. Nothing in this ACO shall preclude the Department from taking immediate action or seeking injunctive relief to protect the public health safety or welfare or from taking enforcement action for matters not set forth in the Findings referenced in this ACO.
31. This ACO shall be binding, jointly and severally, on the Signatories, their respective agents, successors, assignees and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or in equity.
32. The Signatories hereby agree to comply with this ACO, which shall be fully enforceable as a final agency order in the Superior Court of New Jersey.
33. In addition to the Department's statutory and regulatory rights to enter and inspect, the Department and its authorized representatives shall be allowed unannounced access to all areas of the site at all reasonable times for the purpose of monitoring compliance with this ACO or other access as permitted by law.
34. If any provision of this ACO is found to be invalid or unenforceable, the remainder of this Administrative Consent Order shall not be affected thereby and each provision of this Administrative Consent Order shall be valid and enforced to the fullest extent permitted by law. The Department does however retain the right to terminate the remainder of this ACO if after such finding, it determines that the remaining ACO does not serve the purpose for it was intended.
35. No modification or waiver of this ACO shall be valid except as authorized by the Department or by the Department's modification in writing pursuant to the force majeure provisions herein above.
36. Nothing contained in this ACO restricts the ability of the Department to raise the above Findings in any other proceeding.
37. This ACO shall be governed and interpreted under the laws of the State of New Jersey.

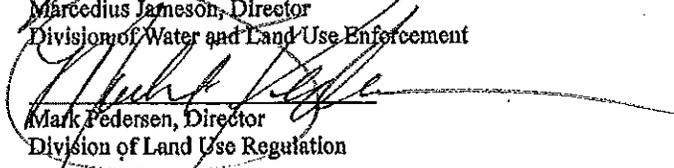
- 38. This ACO shall become final upon signature of both parties and completion of the Public Participation Process identified herein.
- 39. The undersigned warrant that they are authorized to sign this ACO and bind themselves, their successors, assignees, and/or trustees to comply with the terms and provisions of this ACO.
- 40. Written notice of this ACO shall be given to any successor in interest thirty (30) calendar days prior to transfer of ownership or control of the facility or site which is /are the subject of this ACO and shall simultaneously notify the Department that such notice has been given. This requirement shall be in addition to any other statutory or regulatory requirements arising from the transfer of ownership or control of the site, property or facility identified herein. In addition, the parties agree that any contract, lease, deed or any other agreement that enters into to convey the property/facility that is the subject of this ACO shall include a provision which states that the successor, assignee, tenant or purchaser has agreed to assume all the obligations imposed by this ACO.

FOR NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Dated: 1/5/12

Dated: 1/5/12


 Marcedius Jameson, Director
 Division of Water and Land Use Enforcement


 Mark Pedersen, Director
 Division of Land Use Regulation

 James Dunleavy

 Mary Dunleavy Date:

 Anthony Graziosi

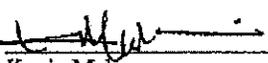
 Christine Graziosi Date:

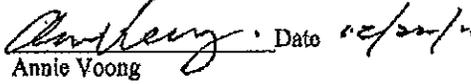
 Howard Orel

 Emily Orel Date:

 Samuel Krachman

 Subbiah Krachman Date:


 Kevin Mak

 Date 10/20/11
 Annie Voong

 Christine Hesselbacher

Date:

38. This ACO shall become final upon signature of both parties and completion of the Public Participation Process identified herein.
39. The undersigned warrant that they are authorized to sign this ACO and bind themselves, their successors, assignees, and/or trustees to comply with the terms and provisions of this ACO.
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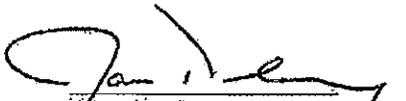
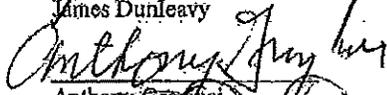
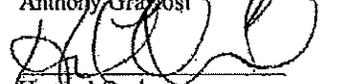
FOR NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION

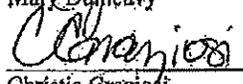
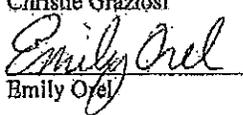
Dated: _____

Marcedius Jameson, Director
Division of Water and Land Use Enforcement

Dated: _____

Mark Pedersen, Director
Division of Land Use Regulation


James Dunleavy

Anthony Graziosi

Howard Orel

 Date: 12/23/11
Mary Dunleavy
 Date: 12-22-11
Christie Graziosi
 Date: 12-30-11
Emily Orel

Samual Krachman

Subbiah Krachman

Kevin Mak

Christine Hesselbacher

Annie Voong

Date: 12/30/11

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FOR NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Dated: _____

Marcedius Jameson, Director
Division of Water and Land Use Enforcement

Dated: _____

Mark Pedersen, Director
Division of Land Use Regulation

James Dunleavy

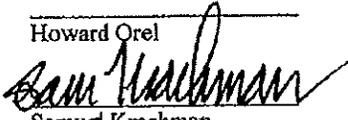
Mary Dunleavy
Date: _____

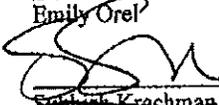
Anthony Graziosi

Christine Graziosi
Date: _____

Howard Orel

Emily Orel
Date: _____


Samuel Krachman


~~Sabrina Krachman~~ shanthi Subbiah
Date: 12/28/11

Kevin Mak

Annie Voong
Date: _____

Christine Hesselbacher

Date: _____

John Soffronoff
John Soffronoff

John M. Twomey
John M. Twomey

Tim Kerr
Tim Kerr

Marc Tandourjian
Marc Tandourjian

John Buckley
John Buckley

Tameem Ahmed
Tameem Ahmed

Yogesh Patel
Francis J. Lee III

Theresa Soffronoff Date:
Theresa Soffronoff

Kimberly J. Tybirk Date:
Kimberly J. Tybirk

Margaret Kerr Date:
Margaret Kerr

Kelly Tandourjian Date:
Kelly Tandourjian

Tracey Buckley Date: 12/30/11.
Tracey Buckley

Yasmin Mahmood Date:
Yasmin Mahmood

Mamta Patel Date:
Lisa M. Lee

John Soffronoff

John M. Twomey

Tim Kerr

Marc Tandourjian

John Buckley

Tameem Ahmed

Yogesh Patel

Francis J. Lee III

Theresa Soffronoff

Kimberly J. Twomey

Margeret Kerr

Kelly Tandourjian

Tracey Buckley

Nasmin Mahmood

Mamta Patel

Lisa M. Lee

John Soffronoff

John M. Twomey

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Yogesh Patel

Francis J. Lee III

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Kimberly J. Twomey

Margaret Kerr

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Tracey Buckley

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Lisa M. Lee

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John M. Twomey

Tim Kerr

Marc Tandourjian

John Buckley

Tameem Ahmed

Yogesh Patel
Yogesh Patel

Francis J. Lee III

Theresa Soffronoff

Kimberly J. Twomey

Margeret Kerr

Kelly Tandourjian

Tracey Buckley

Yasmin Mahmood

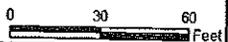
Mamta Patel Date: 12/27/2011
Mamta Patel

Lisa M. Lee



Legend

-  Subject Lot Boundary
-  Freshwater Wetlands
-  Conservation Easement per Subdivision Map
-  Wellands boundary point along wetlands line established by LOI and shown on plan entitled "The Fells, Statewide General Permit and Transition Area Waiver Plan", prepared by Lord Anderson Worrell Barnett, Inc., last revised 10/16/01.
-  Wellands boundary point per NJDEP field inspection to be staked in field



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 FAX: (732) 560-8768

CERTIFICATE OF AUTHORIZATION NO. 24GA28032700

PROJECT TITLE
 TRANSITION AREA PLAN
 BLOCK 5501, LOT 2
 MOORESTOWN TOWNSHIP
 BURLINGTON COUNTY, NEW JERSEY

FRANCIS C. WECHT, JR.
 N.J. LIC. NO. 27190

SIGNATURE DATE
 PROFESSIONAL LAND SURVEYOR

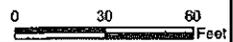
DATE: 12/6/2011	DRN. BY: J.A.	PROJ. NO.: 02055-002
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Legend

-  Subject Lot Boundary
-  Freshwater Wetlands
-  Conservation Easement per Subdivision Map
-  Wetlands boundary point along wetlands line established by LOI and shown on plan entitled "The Falls, Statewide General Permit and Transition Area Waiver Plan", prepared by Lord Anderson Worrell Barnett, Inc., last revised 10/16/01.
-  Wetlands boundary point per NJDEP field inspection to be staked in field



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CERTIFICATE OF AUTHORIZATION NO. 24GA28032700

PROJECT TITLE
 TRANSITION AREA PLAN
 BLOCK 5501, LOT 4
 MOORESTOWN TOWNSHIP
 BURLINGTON COUNTY, NEW JERSEY

FRANCIS C. WECHT, JR.
 N.J. LIC. NO. 27190

SIGNATURE _____ DATE _____
 PROFESSIONAL LAND SURVEYOR

DATE: 12/6/2011	DRN. BY: J.A.	PROJ. NO.: 02055-002
SCALE: 1" = 60'	CK'D BY: F.C.W	SHT. NO.: 3B

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Legend

-  Subject Lot Boundary
-  Freshwater Wetlands
-  Conservation Easement per Subdivision Map
-  Wetlands boundary point along wetlands line established by LOI and shown on plan entitled "The Fells, Statewide General Permit and Transition Area Waiver Plan", prepared by Lord Anderson Worrell Barnatt, Inc., last revised 10/16/01.
-  Wetlands boundary point per NJDEP field inspection to be staked in field



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 WARREN, NEW JERSEY 07059
 PHONE: (732) 560-9700
 FAX: (732) 560-9768

CERTIFICATE OF AUTHORIZATION NO. 24GA28032700

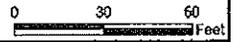
PROJECT TITLE		TRANSITION AREA PLAN BLOCK 5501, LOT 5 MOORESTOWN TOWNSHIP BURLINGTON COUNTY, NEW JERSEY	
		FRANCIS C. WECHT, JR. N.J. LIC. NO. 27190	
		SIGNATURE	DATE
		PROFESSIONAL LAND SURVEYOR	
DATE: 12/6/2011	DRN. BY: J.A.	PROJ. NO.: 02055-002	
SCALE: 1" = 60'	CK'D BY: F.C.W	SHT. NO.: 4B	

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Legend

-  Subject Lot Boundary
-  Freshwater Wetlands
-  Conservation Easement per Subdivision Map
-  Wetlands boundary point along wetlands line established by LOI and shown on plan entitled "The Fells, Statewide General Permit and Transition Area Waiver Plan", prepared by Lord Anderson Worrell Barnett, Inc., last revised 10/16/01.
-  Wetlands boundary point per NJDEP field inspection to be staked in field



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CERTIFICATE OF AUTHORIZATION NO. 24GA28032700

PROJECT TITLE		TRANSITION AREA PLAN BLOCK 5501, LOT 10 MOORESTOWN TOWNSHIP BURLINGTON COUNTY, NEW JERSEY	
		FRANCIS C. WECHT, JR. N.J. LIC. NO. 27190	
		SIGNATURE	DATE
		PROFESSIONAL LAND SURVEYOR	
DATE: 12/6/2011	DRN. BY: J.A.	PROJ. NO.: 02055-002	
SCALE: 1" = 60'	CK'D BY: F.C.W	SHT. NO.: 6B	

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Legend

-  Subject Lot Boundary
-  Freshwater Wetlands
-  Conservation Easement per Subdivision Map
-  Wetlands boundary point along wetlands line established by LOI and shown on plan entitled "The Fells, Statewide General Permit and Transition Area Waiver Plan", prepared by Lord Anderson Worrell Barnett, Inc., last revised 10/16/01.
-  Wetlands boundary point per NJDEP field inspection to be staked in field



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 FAX: (732) 580-9768

CERTIFICATE OF AUTHORIZATION NO. 24GA28032700

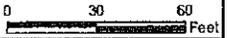
PROJECT TITLE		TRANSITION AREA PLAN BLOCK 5501, LOT 12 MOORESTOWN TOWNSHIP BURLINGTON COUNTY, NEW JERSEY	
		FRANCIS C. WECHT, JR. N.J. LIC. NO. 27190	
		SIGNATURE	DATE
		PROFESSIONAL LAND SURVEYOR	
DATE: 12/6/2011	DRN. BY: J.A.	PROJ. NO.: 02055-002	
SCALE: 1" = 70'	CK'D BY: F.C.W	SHT. NO.: 8B	

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Legend

-  Subject Lot Boundary
-  Freshwater Wetlands
-  Conservation Easement per Subdivision Map
-  Wetlands boundary point along wetlands line established by LOI and shown on plan entitled "The Fells, Statewide General Permit and Transition Area Waiver Plan", prepared by Lord Anderson Worrell Barnett, Inc., last revised 10/16/01.
-  Wetlands boundary point per NJDEP field inspection to be staked in field



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CERTIFICATE OF AUTHORIZATION NO. 24GA28032700

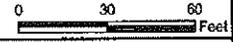
PROJECT TITLE		TRANSITION AREA PLAN BLOCK 5501, LOT 15 MOORESTOWN TOWNSHIP BURLINGTON COUNTY, NEW JERSEY	
		FRANCIS C. WECHT, JR. N.J. LIC. NO. 27190	
		SIGNATURE	DATE
		PROFESSIONAL LAND SURVEYOR	
DATE: 12/6/2011	DRN. BY: J.A.	PROJ. NO.: 02055-002	
SCALE: 1" = 60'	CK'D BY: F.C.W	SHT. NO.: 9B	

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Legend

-  Subject Lot Boundary
-  Freshwater Wetlands
-  Conservation Easement per Subdivision Map
-  Wetlands boundary point along wetlands line established by LOI and shown on plan entitled "The Fells, Statewide General Permit and Transition Area Waiver Plan", prepared by Lord Anderson Worroll Barnett, Inc., last revised 10/16/01.
-  Wetlands boundary point per NJDEP field inspection to be staked in field



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 FAX: (732) 580-8768

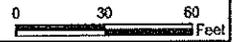
CERTIFICATE OF AUTHORIZATION NO. 240A28032700

PROJECT TITLE		TRANSITION AREA PLAN BLOCK 5501, LOT 18 MOORESTOWN TOWNSHIP BURLINGTON COUNTY, NEW JERSEY
SIGNATURE		FRANCIS C. WECHT, JR. N.J. LIC. NO. 27190
DATE		DATE
DATE: 12/16/2011	DRN. BY: J.A.	PROJ. NO.: 02055-002
SCALE: 1" = 60'	CK'D BY: F.C.W	SHT. NO.: 10B



Legend

-  Subject Lot Boundary
-  Freshwater Wetlands
-  Conservation Easement per Subdivision Map
-  Wetlands boundary point along wetlands line established by LOI and shown on plan entitled "The Fells, Statewide General Permit and Transition Area Waiver Plan", prepared by Lord Anderson Worrell Barnett, Inc., last revised 10/16/01.
-  Wetlands boundary point per NJDEP field inspection to be staked in field



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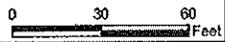
CERTIFICATE OF AUTHORIZATION NO. 24GA28032700

PROJECT TITLE TRANSITION AREA PLAN BLOCK 5501, LOT 19 MOORESTOWN TOWNSHIP BURLINGTON COUNTY, NEW JERSEY	
FRANCIS C. WECHT, JR. N.J. LIC. NO. 27190	
SIGNATURE _____ DATE _____ PROFESSIONAL LAND SURVEYOR	
DATE: 12/6/2011	DRN. BY: J.A.
SCALE: 1" = 60'	CK'D BY: F.C.W
PROJ. NO.: 02055-002 SHT. NO.: 11B	



Legend

-  Subject Lot Boundary
-  Freshwater Wetlands
-  Conservation Easement per Subdivision Map
-  Wetlands boundary point along wetlands line established by LOI and shown on plan entitled "The Fells, Statewide General Permit and Transition Area Waiver Plan", prepared by Lord Anderson Worrell Barnett, Inc., last revised 10/16/01.
-  Wetlands boundary point per NJDEP field inspection to be staked in field



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CERTIFICATE OF AUTHORIZATION NO. 24GA28032700

PROJECT TITLE		TRANSITION AREA PLAN BLOCK 5501, LOT 20 MOORESTOWN TOWNSHIP BURLINGTON COUNTY, NEW JERSEY	
		FRANCIS C. WECHT, JR. N.J. LIC. NO. 27190	
		SIGNATURE _____ DATE _____ PROFESSIONAL LAND SURVEYOR	
DATE: 12/6/2011	DRN. BY: J.A.	PROJ. NO.: 02055-002	
SCALE: 1" = 60'	CK'D BY: F.C.W	SHT. NO.: 12B	

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Legend

Subject Lot Boundary

Freshwater Wetlands

Conservation Easement per Subdivision Map

Wetlands boundary point along wetlands line established by LOI and shown on plan entitled "The Fells, Statewide General Permit and Transition Area Waiver Plan", prepared by Lord Anderson Worrell Barnett, Inc., last revised 10/16/01.

Wetlands boundary point per NJDEP field inspection to be staked in field



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CERTIFICATE OF AUTHORIZATION NO. 24GA28032700

PROJECT TITLE

TRANSITION AREA PLAN
BLOCK 5501, LOT 21
MOORESTOWN TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY

FRANCIS C. WECHT, JR.
N.J. LIC. NO. 27190

SIGNATURE DATE
PROFESSIONAL LAND SURVEYOR

DATE: 12/6/2011

DRN. BY: J.A.

PROJ. NO.: 02055-002

SCALE: 1" = 60'

CK'D BY: F.C.W

SHT. NO.: 13B

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