

**AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Township of Franklin in the County of Gloucester ("Township"), and the New Jersey Department of Environmental Protection and the Administrator of the New Jersey Spill Compensation Fund (collectively, "DEP").

**WHEREAS**, the Township has embarked upon a redevelopment project known as the Meredith Farms Redevelopment Project encompassing approximately 51.59 acres located along U.S. Route 40/Harding Highway in the Franklinville Section of the Township ("Meredith Farms");

**WHEREAS**, Meredith Farms has been designated as an area in need of redevelopment by the Township's governing body;

**WHEREAS**, the Township is the current owner of the property that included the former Meredith Farms chicken processing plant within Meredith Farms, located at 301 Harding Highway and also known as Block 6805, Lots 11-15 and 18-19 on the Tax Map of the Township of Franklin in the County of Gloucester, New Jersey (the "Property");

**WHEREAS**, the DEP previously expended \$113,491.73 from the Spill Compensation Fund to address concerns of hazardous substance discharges at the Property, which the DEP has designated as Program Interest No. 010256 (the "Site");

**WHEREAS**, on May 16, 2002, as a result of DEP's expenditures from the Spill Compensation Fund at the Site, a First Priority Lien was created pursuant to N.J.S.A. 58:10-23.11f and filed with the Clerk of the Superior Court on that date as Docketed Judgment No. DJ-105947-02 on the Clerk's Civil Judgment and Order Docket;

**WHEREAS**, the May 16, 2002 First Priority Lien was amended on December 11, 2003;

**WHEREAS**, the Spill Compensation Fund and the Township entered into a consent judgment in the matter of TOWNSHIP OF FRANKLIN v. BLOCK 6805, LOT 11, Assessed to Meredith Farms, et al., Superior Court of New Jersey, Chancery Division - Gloucester County, Docket No. F-21120-02 (the "Consent Judgment"), which Consent Judgment was signed and filed by the Hon. James E. Rafferty, J.S.C., on June 8, 2004;

**WHEREAS**, the Consent Judgment provided that the Township must satisfy the Spill Fund's May 16, 2002 First Priority Lien against the Site before being granted an absolute and indefeasible estate of inheritance in fee simple in the Property, which provision the Township and DEP now seek to resolve;

**WHEREAS**, the Township has entered or is about to enter into an agreement with Stanker & Galetto, Inc. as Master Redeveloper

in furtherance of undertaking the redevelopment of Meredith Farms as soon as is feasible; and

**WHEREAS,** the Township and DEP desire to set out their agreement as to the Township's obligation to pay DEP \$90,000.00 in satisfaction of DEP's expenditures from the Spill Compensation Fund to previously remediate the Site, in exchange for DEP's release of the First Priority Lien at the Site so that the Township may proceed with the redevelopment of the Property unencumbered by the First Priority Lien;

**NOW, THEREFORE, IT IS AGREED** as follows:

**1. Reimbursement of Spill Compensation Funds**

(a) The Township shall pay DEP the sum of \$90,000.00 over the next five years in six installment payments as follows:

- Payment #1 - \$10,000.00, due no later than 14 days of the date of the execution of this Agreement by DEP's representative;
- Payment #2 - \$2,700.00, due within 60 days of the Anniversary Date, as that term is defined below, in 2014;
- Payment #3 - \$2,700.00, due within 60 days of the Anniversary Date, as that term is defined below, in 2015;
- Payment #4 - \$2,700.00, due within 60 days of the Anniversary Date, as that term is defined below, in 2016;
- Payment #5 - \$2,700.00, due within 60 days of the Anniversary Date, as that term is defined below, in 2017; and
- Payment #6 - \$69,200.00, within 60 days of the Anniversary Date, as that term is defined below, in 2018.

The Township shall make Payment #1 to the attention of the contact person at DEP set forth below in paragraph 1(c) within the time set forth above. The date on which DEP receives Payment #1 from the Township shall be the Anniversary Date for the purposes of this Agreement. Thereafter, DEP shall provide a payment invoice to the Township for Payments ##2 through 6 on the Anniversary Date in the year in which Payments ##2 through 6 are each due, respectively. DEP will send all payment invoices to the Fee Billing Contact designated by Township as follows:

Barbara Freijomil, Clerk, Franklin Township  
1571 Delsea Drive, Franklinville, NJ 08332.

In the event that the Fee Billing Contact changes, the Township shall promptly provide notice of such change to the contact person at DEP identified in paragraph 1(c) below.

(b) The Township shall make all payments specified in paragraph 1(a) above by certified check made payable to "Treasurer, State of New Jersey."

(c) In the event that the Township should transfer ownership of the Property to any third-party prior to Payment #6 in 2018, notice of such transfer and identification of the new owner(s) of the Property shall be provided to DEP. That notice shall be sent to:

Anthony J. Farro, Director,  
Division of Enforcement, Technical & Financial Support  
Site Remediation Program  
New Jersey Department of Environmental Protection

Mail Code 401-06E  
P.O. Box 420  
401 East State Street  
Trenton, NJ 08625.

(d) In the event that the Township fails to make an installment payment in accordance with paragraph 1(a) above within 60 days of its due date, the DEP may, in its sole discretion, demand immediate payment of the balance owed to DEP, and/or demand payment with interest accrued upon the specific late payment provided for in the New Jersey Rules of Court; provided, however, that DEP gives notice to the Township of its default in payment.

(e) Should the Township fail to cure a default in payment in accordance with paragraph 1(d) above, the DEP reserves its rights to file a renewed lien for the original amount under Judgment No. DJ-105947-02, as amended and less any payments made pursuant to paragraph no. 1(a) above, and/or to seek other administrative and judicial relief.

## **2. Release of the First Priority Lien**

Within twenty days of DEP's receipt of Payment #1 in full pursuant to paragraph no. 1(a) above, DEP and/or its attorney shall commence the appropriate steps to remove the First Priority Lien encumbering the Property, under Judgment No. DJ-105947-02, including, without limitation, the processing of a warrant of satisfaction and/or a letter of cancellation. Notice

of all documents related to the removal of the First Priority  
Lien shall be promptly provided to:

WILLIAM F. ZIEGLER, ESQ.  
Solicitor for the Township of Franklin  
Holston, Mac Donald, Uzdavinis, Ziegler & Lodge  
66 Euclid Street  
Woodbury, NJ 08096.

The undersigned representatives each certify that he or she is  
authorized to enter into the terms and conditions of this  
Agreement, and to execute and legally bind each party to this  
Agreement.

**New Jersey Department of Environmental  
Protection**

**Township of Franklin,  
Gloucester County**

**By:**

**By:**

\_\_\_\_\_  
**Anthony J. Farro, Director  
Division of Enforcement  
Technical & Financial Support,  
Site Remediation Program**

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**Marge Pfrommer, Mayor**