

PLANNING / ZONING BOARD

APPLICATION

APPLICATION NUMBER: #20-0003

Please check all that apply:

- Subdivision
- Use Variance
- Appeal
- Major
- Conditional Use
- Concept Design
- Minor
- Variance
- Site Plan Review Waiver
- Site Plan
- Site Plan Review
- Sketch Plat Review/Informal
- With Bulk Variances

APPLICANT INFORMATION:

NAME: KELSCH ASSOCIATES INC

ADDRESS: 368 Broadway
Westville, NJ. 08093

Phone: 856-456-2022 FAX: 856-456-4372 Email: Bob.mckee@kelschnj.com
Y 222

Are you the Owner of the Property: (If no, please complete below)

OWNER OF PROPERTY: New Beginnings Bible Fellowship

OWNER'S ADDRESS: 335 Glassboro Rd.
Woodbury Hts. NJ 08097

EMAIL ADDRESS: hannyessler@gmail.com

LAND INFORMATION:

Street Address: 335 Glassboro Rd

Block: 00038 Lot: 00012 Plate:

Current Zoning: Commercial Current Use: OFFICES / @future

Lot Size: _____ Proposed: _____

(For purpose of subdivision)

Depth: _____ Proposed: _____

Size of Buildings: 12,800 Proposed: _____

Proposed Improvements:

On Site: None - applicant will not change the site plan or footprint of the building.

Off Site: _____

Purpose of Application: Kelsch Associates, a private family owned social service agency, is requesting a use variance in order to relocate its current long standing life skills center from Woodbury, NJ to this location in Woodbury Heights

ATTORNEY:

Name: Joe Alacqua

Firm: _____

Address: 112 Johnson Rd.

Turnersville, NJ 08012

Phone: 609 617 9301 Fax: _____

Email: j.alacqua@cmca.stinet

Plan Designer: Surveyor, ~~Engineer~~ Engineer

Name: K2 Consulting Engineers, Inc

Firm: Jeffrey Gellenthin

Address: 36 Tamer St., Suite 100

Haddonfield, NJ 08033

Phone: 856-310-5205 Fax: _____

Email: jgellenthin@K2CE.com

List any materials and/or maps accompanying this application:

- large, digital survey - showing parking, lighting, & layout of lands & property.

- Project Summary

- letter authorizing Robert Meyer to act on behalf of purchaser/tenant

I certify that all of the information contained in this application is true, to the best of my knowledge. I know that I am subject to punishment if any information is willfully false; I further agree to pay all reasonable cost for professional review of this application and for any inspections of any improvements.

BY: *Rob Myer*
(Signature of applicant)

NAME: Robert Myer
(Print or type)

***If the applicant is not the owner of the property, have the owner sign the consent below or file with the application a letter signed by the owner consenting to the application:**

The foregoing application is hereby consented to this 5 day of June , 2020 .

 Harry Nelson
(Signature of Owner)

 HARRY NELSON
(Owner's name printed or typed)

Dina Snyder
NOTARY PUBLIC
State of New Jersey
My Commission Expires 2/24/2021

Sworn and subscribed before me on this 5 day of June , 2020 .

 Dina Snyder
Signature of Notary



www.kelschassociatesnj.com

phone: 856.456.2022

fax: 856.456.4372

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Bob McKee
Kelsch Associates
368 Broadway
Westville, NJ 08093

June 11, 2020

Borough of Woodbury Heights
Planning and Zoning Board
500 Elm Avenue
Woodbury Heights, NJ 08097

To the Members of the Planning and Zoning Board:

The following information is being provided as part of a zoning application for a use variance and site plan waiver being submitted by Kelsch Associates, Inc. for the property located at:

335 Glassboro Rd. Woodbury Heights, Gloucester County, NJ. Lot 12, Block 38.

The property is in the Highway Commercial (HC) Zone and currently operates as New Beginnings Bible Fellowship Church and offices.

Kelsch Associates, Inc. A for profit, social service agency is applying for a use variance to relocate their Adult Life Skills Center from Woodbury to Woodbury Heights. The program has been part of the Woodbury community, operating for more than fifteen years.

Project Summary:

Established in 1980, Kelsch Associates, Inc. NJ is a private, family-owned social service agency based in Westville, NJ that focuses on providing excellent, person-centered, life skills. Kelsch provides both community-based residential and day program services for Intellectually and developmentally disabled adults throughout Camden, Burlington, and Gloucester Counties. Many clients are independent and require minimal support. However, some developmentally disabled adults may require different levels of supervision from direct support professionals. Many clients that attend our day programs work to learn new skills and grow in order to achieve their independence and succeed in the community.

The property at 335 Glassboro Rd. would serve as a life skills training center for developmentally disabled adults. The center would be a non-residential facility, with no overnight services. Kelsch Associates would relocate its current program from Woodbury to Woodbury Heights to occupy the first floor of the building. The State of New Jersey and the Department of Developmental Disabilities have approved this relocation. The program will serve the number of clients safely allowed based on needs and building occupancy. The second floor would serve as administrative offices. We can expect approximately 35 clients and 25 staff/administrators in the building.

Kelsch Associates Zoning Application

368 Broadway | Westville, NJ 08093-1152

Teaching Hours of Operation: 7:00am -- 5:00pm, Monday- Friday

- Monthly rec nights and occasional weekend usage

Transportation & Parking:

- State regulations require an agency to provide door to door transportation for clients that attend the center. Kelsch Associates manages their own fleet of vehicles and logistics.
- Transport vehicles include 6-8 standard Toyota Sienna's and Highlanders and 2-3 non-ambulatory vans for wheelchairs.
- Property has one-way directional signage in place for traffic flow. Arrows on asphalt will be repainted after parking lot repairs.
- Drivers would enter property and proceed to the rear of building, where the main entrance is located. Agency vehicles are parked on site until clients return home.
- The property provides up to fifty standard parking spaces and include 3-4 ADA spaces, properly signed and striped, for handicap parking.

Trash/Recycling:

The center generates approximately 4-6 standard bags of trash per day. The site currently has an enclosed dumpster corral. The dumpster will be emptied weekly by Gold Medal Dumpster. There is also an existing area for recycling.

Landscaping:

Current landscaping will be maintained by a 3rd party vendor. No landscape changes will be made.

Lighting:

Appropriate lighting is in place on the property and powered by new solar energy panels on the roof. All lighting will operate on a dusk to dawn timer.

Signage:

There are two signs on the property. One facade sign and one freestanding sign for building tenants. Currently, there are no signage plans except to remove the previous owner's façade sign. Applicant understands that they will need to apply for a sign permit for any sign or copy changes.

Anticipated construction/process prior to opening

- Contingent on the use variance, the property would be purchased.
- Applicant would apply for permits for two minor bathroom renovations
- Upon final inspection approvals, applicant would apply for and obtain a CO
- The CO and DCA Registration prompts a Fire Inspection.
- Once Fire and CO certificates are received, applicant would then schedule with the State of NJ for inspection and certification to be able to begin services at this location
- The parking lot will be repaired, seal-coated, and re-striped.



www.kelschassociatesnj.com
phone: 856.456.2022
fax: 856.456.4372

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In Conclusion:

The building at 335 Glassboro Rd. offers greater amenities, including sufficient parking, safe drop-off and pick-up, more centralized location, and a more modern facility. The layout and size of the building afford Kelsch Associates the opportunity to offer stronger, more contemporary services like computer training and job coaching, as well as private spaces for more focused supports and mentoring of clients. We are excited to be part of the community and look forward to contributing in a positive and productive way, which is the primary goal of all our clients at all our residential and life skills programs. If you have more questions about our operations or wish to plan a visit to one of our current programs to learn more, please do not hesitate to contact me. We are excited to utilize this beautiful building for our clients to socialize, learn, and grow.

Respectfully,

Bob McKee
Director of Facilities & Technology
Kelsch Associates, Inc. NJ

- Enc:
Zoning Application
Kelsch Associates Brand Guideline
Property Survey, including parking, lighting, trash enclosure
Authorization letters for Robert McKee to act on behalf of Applicant.

Agreement of ~~the~~ Sale

KELSCH ASSOCIATES, NJ

Brand Guidelines

LOGO

		
<p style="text-align: center;"><u>Primary</u></p> <p>Most commonly used. Can be used without TEAM methodology.</p>	<p style="text-align: center;"><u>Vertical</u></p> <p>For use when space is limited, if in a column, or when text is aligned to the side of the logo.</p>	<p style="text-align: center;"><u>Tree Only</u></p> <p>Limited use and only used in settings where "Kelsch" name is known.</p>

Further Note

Single-color logo variations to be used for faxes and when color printing is not available.

COLORS

<p><u>Kelsch Blue</u> #0c4670 R12, G70, B112</p>	<p><u>Dark Green</u> #4f9956 R79, G153, B86</p>	<p><u>Light Green</u> #49a68a R73, G166, B138</p>	<p><u>Black</u> #000000 R0, G0, B0</p>	<p><u>White</u> #ffffff R225, G225, B225</p>

TYPEFACES

<p>COOPER HEWITT MEDIUM</p> <p>Primary typeface; used for headers. Use with all capital letters.</p>	<p><i>Cooper Hewitt Light Italic</i></p> <p>Secondary typeface; used for sub-headers.</p>
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6/8/20

To Whom it may concern:

Authorization Letter for Signing of Documents

I, John T. McDonald, Chief Operating Officer of Kelsch Associates Inc. NJ hereby authorize Robert McKee to make decisions and sign all documents on behalf of Kelsch Associates Inc. NJ pursuant to purchasing 335 Glassboro Road Woodbury Heights NJ starting 6/8/20.

Mr. McKee, i.e., the authorized person's, identity proof details and signature are provided below for any reference and verification purposes.

Sincerely,

John T. McDonald
Chief Operating Officer
Kelsch Associates Inc. NJ

Authorized Person:	Robert McKee
Identity Document:	PA Driver's License
Identity Document Number:	<u>36 798 520</u>
Authorized Person's Signature:	<u>RM McKee</u>
Authorized Actions:	Decision making and document signing for 335 Glassboro Road purchase

Start Date: 6/8/20

End Date: N/A

Deborah A. Kelsch
1817 Wisteria Lane
West Chester, PA 19380

6/1/20

To Whom it may concern:

Authorization Letter for Signing of Documents

I, Deborah A. Kelsch, hereby authorize Robert McKee to make decisions and sign all documents on my behalf pursuant to purchasing 335 Glassboro Road Woodbury Heights NJ starting 6/1/20.

Mr. McKee, i.e., the authorized person's, identity proof details and signature are provided below for any reference and verification purposes.

Sincerely,

Deborah A. Kelsch



Authorized Person:

Robert McKee

Identity Document:

PA Driver's License

Identity Document Number:

26 798 520

Authorized Person's Signature:

Robert McKee

Authorized Actions:

Decision making and document signing for 335 Glassboro

Road purchase

Start Date: 6/1/20

End Date: N/A

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made this 9 day of June , 2020 between **NEW BEGINNINGS BIBLE FELLOWSHIP CHURCH, A NON-PROFIT CORPORATION** c/o **HARRY NESSLER** whose address is 609 Clearview Avenue, Woodbury Heights, New Jersey 08097 (referred to herein individually and collectively as "Seller") and **DEBORAH A. KELSCH** whose address is 1817 Wisteria Lane, West Chester, Pennsylvania 19380 (referred to herein individually and collectively as "Purchaser").

RECITALS

WHEREAS, Seller desires to sell to Purchaser interest in a commercial building and land and the Purchaser is desirous of buying same pursuant to the terms and conditions of this Agreement;

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, Seller and Purchaser hereby agree as follows:

1. **Purchase of Commercial Building**. Seller agrees to sell and Purchaser agrees to purchase from Seller subject to the terms and conditions set forth in this Agreement, Seller's interest in a commercial building and land located at 335 Glassboro Road, Woodbury Heights as described among the land records of Gloucester County, New Jersey as Block 38, Lot 12, C 201 and C 202; Block 38, Lot 12, C 101 and C 102; Block 38, Lot 12, C 105.

2. **Purchase Price**. The Purchase Price to be paid by Purchaser to Seller for the Property and other related assets shall be **Six Hundred Fifteen Thousand Dollars** (\$615,000.00) (the "Purchase Price") which shall be payable in cash or by wire transfer of immediately available funds at the Closing subject to adjustments set forth below.

3. **Deposit**. Simultaneous with the execution of this Agreement, Purchaser shall deliver to Foundation Title ("Escrow Agent") the sum of Ten Thousand Dollars (\$10,000.00) (the "Deposit") in the form of cash or a check. The Deposit shall be placed in an escrow account at a FDIC insured bank in a trust account.

3.1 **Default**. In the event of a default by Purchaser, the deposit shall be paid over to Seller as liquidated damages. In the event of a default by Seller, Purchaser shall have the right to pursue any and all equitable legal remedies.

4. **Closing**.

4.1 **Closing Costs**. The Closing shall be conducted through Purchaser's title company situate in _____ and shall be set at a mutually agreeable time on or before September 1 , 2020. The Seller may satisfy any outstanding claim or right affecting the Property at the time of settlement from the proceeds. The proceeds shall be issued

by Purchaser's title company to Seller. Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title company charges for disbursements and attendance allowed by the Commissioner of Insurance, but all searches, title insurance premiums and other conveyance expenses are to be paid for by the Purchaser, unless the Seller and Purchaser provide differently in writing. Preparation of Contract shall be split between Seller and Purchaser however in the event Closing does not take place, it is agreed by and between the parties that Purchaser shall be responsible for paying the cost of the preparation of this Agreement estimated at \$500.00.

4.2 **Quality and Insurability of Title.** The title to the land to be transferred shall be a marketable title and insurable at regular rates by a reputable title insurance company authorized to do business in the State of New Jersey.

The title shall be free and clear of all encumbrances including municipal liens and assessments however, title shall be subject to liabilities for assessments for municipal improvements not completed on the date of this Contract.

The title shall be subject to all existing utility easements and restrictions of record, if any. Generally, an easement is a right of a person other than the owner of the Property to use a portion of the Property for a special purpose. A restriction is a recorded limitation on the use of the Property.

In the event the Seller is unable to transfer the quality of title required and if the Purchaser is unwilling to accept Seller's title without a reduction of the Purchase Price, the monies paid by Purchaser toward the Purchase Price shall be returned to the Purchaser without further liability to the Seller.

4.3 **Prorations.** Seller and Purchaser shall make prorated adjustment at settlement for items which have been paid by Seller or are due from Seller such as taxes which could be claimed against the Property. Real estate taxes payable with respect to the Property shall be prorated to the day of Closing. Seller shall pay all such taxes attributed to any period prior to the date upon which the Closing occurs and Purchaser shall pay all such taxes attributed to any period beginning on or after the date upon which the Closing occurs.

4.4 **Zoning, Certificate of Occupancy.** Seller makes no representation concerning existing zoning ordinances except that Seller's use of the Property is not on notice of any violation of any zoning ordinances. Some municipalities require a Certificate of Occupancy or Housing Code Letter to be issued. If a Zoning Permit, Certificate of Occupancy or other municipal approval is required, Buyer shall obtain said permits and/or approvals at Buyer's expense.

5. **Damage/Condition of Property.**

Damage. The risk of loss to the Property prior to the Closing shall be Seller's, except to the extent caused by Purchaser or any of its employees or agents or anyone claiming by or through Purchaser. If the Property is damaged prior to the Closing through fault other than the Purchaser, Seller shall be entitled to a reasonable period of time within which to repair the subject damage.

6.4 **Survival/Merger.** Except for the provisions of this Agreement which are explicitly stated to survive the Closing (a) none of the terms of this Agreement shall survive the Closing and (b) the delivery of the Deed and any other documents and instruments by Seller and the acceptance thereof by Purchaser shall effect a merger, and be deemed the full performance and discharge of every obligation on the part of Purchaser and Seller to be performed hereunder.

6.5 **Termination of Agreement.** It is understood and agreed that if Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, thereafter neither party shall have any further rights, obligations or liabilities under this Agreement except for those which are expressly stated herein to survive the termination of this Agreement or in the underlying Lease between the parties.

6.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey without regard of its conflicts of laws principles.

6.7. **Construction.** The captions in this Agreement are inserted for reference only and in no way define, describe or limit the scope or intent of this Agreement or of any of the provisions hereof.

6.8 **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and subject to the terms hereof, their respective permitted successors, assigns, legal representatives and heirs. If more than one person and/or entity shall execute this Agreement as Purchaser or subsequently becomes Purchaser hereunder, then the liability of each such person and entity hereunder, and under each document or other instrument required to be executed and delivered by Purchaser as contemplated by this Agreement at the Closing or otherwise, shall be joint and several.

6.9 **Severability.** If any term or provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

6.10 **No Recordation.** Purchaser shall not record or otherwise place in any public record this Agreement or any memorandum or Notice hereof.

6.11 **Time of Essence.** Time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof of this Agreement.

6.12 **Further Assurances.** Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to the Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement provided, however, that the execution and delivery of such documents by such party shall not result in any additional liability or cost to such party. Without limiting the generality of the foregoing, Purchaser shall, if requested

by Seller, execute acknowledgements of its receipt of materials, deposits or other items delivered to it by Seller.

6.13 **Survival.** The provisions of paragraph 6.18 shall survive the termination of this Agreement, the Closing and recordation of the Deed.

6.14 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same Agreement.

6.15 **Non-Foreign Status of Sellers.** Seller(s) state they are not foreign persons or non-resident aliens for the purpose of U.S. income taxation and will, if requested by Purchaser, provide a Certification of Non-Foreign Status at or before settlement as to each Seller.

6.16 **Condition of Property, Seller's Warranties and Pre-Settlement Inspection.** The land and buildings shall be transferred in the same condition as they now appear, reasonable wear and tear excepted. This means that the Property is being sold "AS IS" unless otherwise warranted hereafter. Purchaser shall have a period of fifteen (15) days from the signing of this Purchase Contract within which to conduct a building inspection and all due diligence at Purchaser's expense. Purchaser shall have the right to cancel this Agreement and retain Purchaser's deposit if Purchaser elects to cancel this Agreement pursuant to rights set forth in this paragraph 6.16.

6.17 **Contingencies.**

a. This Agreement and Closing is contingent on the approval of Purchaser's zoning application for Purchaser's proposed change in use.

6.18 **Bulk Sale Act.** It is acknowledged by Buyer and Seller that this Property may be subject to the Bulk Sale requirements of the State of New Jersey. Both parties will cooperate to obtain the Bulk Sale approval and to adhere to the requirements of the Bulk Sale Act of the State of New Jersey. Legal counsel should be consulted in the matter of any Bulk Sale documents to be filed and/or applied for. The information necessary for the Bulk Sale shall be provided by Seller with the Buyer generally responsible to file the actual document.

6.19 **Condominium Association.** It is disclosed by Seller that the property is subject to the Westview Condominium Association and is subject to a current monthly fee of \$828.00 per month.

6.20 John G. Carr, Esquire has prepared this Agreement acting as scrivener on behalf of and at the request of Lamb Realty.

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement under seal on the date first written above.

SELLER

New Beginnings Bible Fellowship Church

DocuSigned by:
Harry Nessler

Harry Nessler

PURCHASER

Deborah A. Kelsch

Deborah A. Kelsch