

**AGENDA
GLOUCESTER TOWNSHIP COUNCIL MEETING
DECEMBER 8, 2014**

PLEDGE ALLEGIANCE TO THE FLAG

INVOCATION: Deacon Pete Shoemaker

COMMENCEMENT STATEMENT: Mr. Bianchini

ROLL CALL:

Mr. Hutchison	Mr. Carlamere, Solicitor
Mr. Schmidt	
Mr. Siler	Mr. Cardis, Business Administrator
Mrs. Trotto	Mrs. DiJosie, Twp. Clerk, RMC
Mrs. Winters	
Mr. Mercado	
Mr. Bianchini	
	Mr. Lechner, Community Development Chief Earle, Police

PUBLIC PORTION: Public participation shall be for agenda items only. Anyone addressing Council may speak one time. Once all those wishing to address Council have had their turns, they may address Council a second time, only if it adds to what was said earlier, not repeating earlier statements.

PROCLAMATION: Radon Action Week

MINUTES: Waive the reading and accept the minutes of:
Regular Meeting: November 24, 2014

BID REPORT: 2015 Professional Services RFQ's
25 Yard Rear Load Packer Body

ORDINANCES: SECOND READING AND PUBLIC HEARING

O-14-18 ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN AND STATE OF NEW JERSEY ADOPTING AMENDMENT NO. 4 AMENDING ORDINANCE O-97-017 COMMONLY KNOWN AS THE GLEN OAKS REDEVELOPMENT PLAN TO ESTABLISH THE BP – BUSINESS PARK OVERLAY ZONE PURSUANT TO N.J.S.A. 40A:12A-1 ET SEQ.

O-14-20 ORDINANCE AUTHORIZING EXECUTION OF TAX ABATEMENT AGREEMENT BETWEEN TOWNSHIP OF GLOUCESTER AND COMPREHENSIVE PROPERTY MANAGEMENT, LLC FOR PREMISES BLOCK 18404, LOT 5 PURSUANT TO C. 441, P.L. 1991 (N.J.S.A.40A:21-1 ET SEQ.) AND ORDINANCE NO. O-9-23

O-14-21 ORDINANCE AUTHORIZING EXECUTION OF TAX ABATEMENT AGREEMENT BETWEEN TOWNSHIP OF GLOUCESTER AND ERIC D. GITHENS FOR PREMISES BLOCK 16301, LOT 5 PURSUANT TO C. 441, P.L. 1991 (N.J.S.A.40A:21-1 ET SEQ.) AND ORDINANCE NO. O-9-23

ORDINANCES: FIRST READING

O-14-22 ORDINANCE OF THE TOWNSHIP OF GLOUCESTER REGULATING AND PROVIDING FOR THE CARE, MAINTENANCE, SECURITY AND UPKEEP OF THE EXTERIOR OF VACANT AND ABANDONED RESIDENTIAL PROPERTY BY CREDITORS WHO HAVE FILED A SUMMONS AND FORECLOSURE COMPLAINT REGARDING RESIDENTIAL PROPERTY WITHIN THE TOWNSHIP OF GLOUCESTER

CONSENT AGENDA:

R-14:12-301 RESOLUTION TO ALLOW DISABLED VETERAN EXEMPTIONS FOR TAX YEAR 2014 AND TO AUTHORIZE THE TAX COLLECTOR TO CANCEL TAXES AND REFUND ANY OVERPAYMENTS

- R-14:12-302 RESOLUTION CANCELLING TAXES ON COUNTY-OWNED PROPERTY FOR FOURTH QUARTER 2014 AND AUTHORIZE THE TAX COLLECTOR TO REFUND ANY OVERPAYMENTS
- R-14:12-303 RESOLUTION TO AUTHORIZE THE TAX COLLECTOR TO GRANT SENIOR CITIZEN, DISABLED, OR VETERAN DEDUCTION FOR THE YEAR 2014 AS INDICATED AND TO ADJUST ANY BALANCE
- R-14:12-304 RESOLUTION AUTHORIZING THE PAYMENT OF BILLS
- R-14:12-305 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER AUTHORIZING THE SIGNING OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF GLOUCESTER AND THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY FOR STAFFING OF THE POSITION OF CERTIFIED PUBLIC WORKS MANAGER
- R-14:12-306 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY, AUTHORIZING THE AWARDDING OF A CONTRACT TO ANIMAL WELFARE SOCIETY OF CAMDEN COUNTY (AWSCC) TO PROVIDE ANIMAL SHELTER SERVICES TO THE TOWNSHIP OF GLOUCESTER
- R-14:12-307 RESOLUTION AUTHORIZING THE ADVERTISING OF BIDS FOR FOUR CHEVY VOLTS
- R-14:12-308 RESOLUTION AUTHORIZING THE PURCHASE AND DELIVERY OF SODIUM CHLORIDE AND DE-ICING LIQUID BY INTERNATIONAL SALT COMPANY PURSUANT TO CAMDEN COUNTY COOPERATIVE PRICING SYSTEM #57-CCCPS – BID B27-14
- R-14:12-309 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE TOWNSHIP OF GLOUCESTER AND VARIOUS CONTRACTORS FOR SNOW REMOVAL
- R-14:12-310 RESOLUTION AUTHORIZING REFUNDS FROM THE TOWNSHIP CLERK’S OFFICE
- R-14:12-311 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE TOWNSHIP OF GLOUCESTER AND GRANTURK
- R-14:12-312 RESOLUTION TERMINATING RESOLUTION R-14:11-294 ENTITLED “RESOLUTION AUTHORIZING THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN TO AUTHORIZE THE ASSIGNMENT OF TAX CERTIFICATE FROM THE TOWNSHIP OF GLOUCESTER TO PRIVATE OWNER
- R-14:12-313 RESOLUTION AUTHORIZING REFUNDS OF ENCROACHMENT DEPOSITS

GT E-GOV ACCESS

PUBLIC PORTION: Public participation, which shall be any item the public chooses to address to the Township Council. Anyone addressing Council may speak one time. Once all those wishing to address Council have had their turns, they may address Council a second time, only if it adds to what was said earlier, not repeating earlier statements.

POLLING OF DIRECTORS

POLLING OF COUNCIL

ADJOURNMENT

Proclamation

WHEREAS, radon is a naturally occurring radioactive gas that is the second leading cause of lung cancer, causing as many as 500 lung cancer deaths annually in New Jersey; and

WHEREAS, elevated radon levels are found in many homes and pose a serious health threat to families residing in these homes; and

WHEREAS, any home may have high levels of radon - even if neighboring homes do not; and

WHEREAS, radon testing is easy and inexpensive - elevated levels of radon can be effectively reduced at the cost of a typical home repair; and

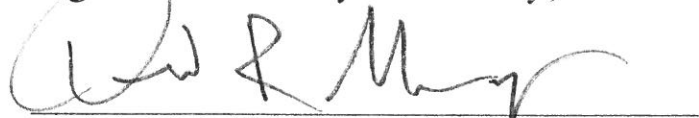
WHEREAS, if all New Jersey homes with radon concentrations at or above 4 pCi/L were mitigated, about 83 lives could be saved this year.

NOW, THEREFORE, I, David Mayer, Mayor of the Township of Gloucester on behalf of the Gloucester Township Council and residents of Gloucester Township, do hereby proclaim the week of January 12, 2015 as,

RADON ACTION WEEK

in the Township Gloucester and call upon all residents who have not yet tested, to test their homes for radon and to reduce radon levels if elevated levels are found, and to protect their families from the serious health risk of radon.

Signed this 8th day of January, 2015



David R. Mayer, Mayor

**GLOUCESTER TOWNSHIP
2015 - PROFESSIONAL SERVICES/RFQ'S
DECEMBER 3, 2014 @12:00PM**

MUNICIPAL ARCHITECT

Bach Associates, PC
J.F. McKernan Jr.
Pettit

ENERGY CONSULTANT

JCC Energy Services
Blue Sky Power

SOLICITOR - ZONING BOARD

Anthony P. Costa

ENGINEER - ZONING BOARD

Churchill Consulting Engineers
Pettit

ENGINEER - STREETS

Bach Associates, PC
Pettit
Remington & Vernick

MUNICIPAL LABOR COUNSEL

Archer & Greiner, P.C.

MUNICIPAL BOND COUNSEL

Parker McCay

MUNICIPAL AUDITOR

Bowman & Company, LLP

ENGINEER STORM DRAINAGE

Bach Associates, PC
Pettit
CES

REDEVELOPMENT PLANNER/ARCHITECT

T & M
Bach Associates, PC

MUNICIPAL PUBLIC DEFENDER

Glen Leary

MUNICIPAL COURT CHIEF PROSECUTOR/MUNICIPAL PROSECUTOR

Wade, Long, Wood & Kennedy, LLC

SPECIAL COUNSEL - WORKMEN'S COMP. INSURANCE PLAN

Capehart Scatchard

SPECIAL COUNSEL - SPECIAL LITIGATION

Archer & Greiner, P.C.
Gibbons
Cooper Levenson
DeCotiis, Fitzpatrick & Cole, LLP

MUNICIPAL LAND USE ATTORNEY

Gibbons

ECONOMIC DEVELOPMENT CONSULTANT

Triad Associates
Robert N. DiLella, Strategic Message Design Group Inc.

COMPUTER AND COMPUTER NETWORK CONSULTANT

All Covered

MEDIA CONSULTANT

Steve Acito

ENGINEER OF SIDEWALKS

J. Timothy Kernan, Inc.
Bach Associates, PC
Pettit
Remington & Vernick

ENGINEER OF RECREATION

Bach Associates, PC
Pettit

FINANCIAL ADVISOR

Acacia Financial Group

REDEVELOPMENT ENGINEER

Bach Associates, PC
RWD Consultants, LLC
Pettit

PLANNING BOARD - ATTORNEY

FPSF - Florio Perrucci Steinhardt & Fader

PLANNING BOARD - ENGINEER

Bach Associates, PC
Pettit

PLANNING BOARD - CONFLICT ENGINEER

Remington & Vernick

PLANNING BOARD - TRAFFIC ENGINEER

Bach Associates, PC
RWD Consultants, LLC

CLINICAL SOCIAL WORKER

Michelle Selfridge

GRANTS/CDBG CONSULTANT

Triad Associates

Respectfully Submitted:

Nancy Power
Assistant Clerk, RMC

**TOWNSHIP OF GLOUCESTER
25 YARD REAR LOAD PACKER BODY
BIDS RECEIVED DECEMBER 3RD, 2014 @ 12:00 PM**

<u>CONTRACTOR AMOUNT</u>	<u>BASE BID</u>	<u>TRADE AMOUNT</u>	<u>BID</u>
GRANTURK	\$ 69,971.00	\$ 37,500.00	\$ 32,471.00

Respectfully Submitted,

Nancy Power
Assistant Clerk, RMC

O-14-18 ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN AND STATE OF NEW JERSEY ADOPTING AMENDMENT NO. 4 AMENDING ORDINANCE O-97-017 COMMONLY KNOWN AS THE GLEN OAKS REDEVELOPMENT PLAN TO ESTABLISH THE BP – BUSINESS PARK OVERLAY ZONE PURSUANT TO N.J.S.A. 40A:12A-1 ET SEQ..

WHEREAS, the Township Council of the Township of Gloucester, County of Camden, State of New Jersey, finds that the public health, safety, morals and welfare of the community shall be promoted by the virtue of well-planned redevelopment; and

WHEREAS, the Township Council of the Township of Gloucester established the Glen Oaks Redevelopment Area by ordinance O-97-017, adopted June 09, 1997, and

WHEREAS, the Glen Oaks Redevelopment Plan, Section IX, titled “Zone Plan and Zoning Regulations” adopts the zoning ordinance by reference, and

WHEREAS, a substantial portion of the Glen Oaks Redevelopment Area is within the BP – Business Park District; and

WHEREAS, the Township of Gloucester is desirous to allow the BP – Business Park District as an overlay zone within a portion of the Glen Oaks Redevelopment Plan that is in the NC – Neighborhood Commercial District along Lower Landing Road and adjacent the BP – Business Park District.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey that the Glen Oaks Redevelopment Plan be amended, as follows:

SECTION 1. The Township Council does hereby determine that Section IX of the Glen Oaks Redevelopment Plan titled “Zone Plan and Zoning Regulations” is amended to include the following subparagraph:

C. BP – Business Park Overlay Zone for the following parcels

BLOCK	LOT	EXISTING ZONE	OVERLAY ZONE
2301	1	NC – Neighborhood commercial	BP – Business Park
2301	2	NC – Neighborhood commercial	BP – Business Park
2301	Part of 3	NC – Neighborhood commercial	BP – Business Park
2301	4	NC – Neighborhood commercial	BP – Business Park
2301	5	NC – Neighborhood commercial	BP – Business Park
2301	6	NC – Neighborhood commercial	BP – Business Park
2301	7	NC – Neighborhood commercial	BP – Business Park
2301	8	NC – Neighborhood commercial	BP – Business Park
2301	9	NC – Neighborhood commercial	BP – Business Park

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

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

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

Introduced: November 10, 2014

Adopted:

ATTEST:

PRESIDENT OF COUNCIL

TOWNSHIP CLERK, RMC

MAYOR

O-14-20

ORDINANCE AUTHORIZING EXECUTION OF TAX ABATEMENT AGREEMENT BETWEEN TOWNSHIP OF GLOUCESTER AND COMPREHENSIVE PROPERTY MANAGEMENT, LLC FOR PREMISES BLOCK 18404, LOT 5 PURSUANT TO C. 441, P.L. 1991 (N.J.S.A.40A:21-1 ET SEQ.) AND ORDINANCE NO. O-9-23

WHEREAS, C. 441, P.L. 1991, N.J.S.A. 40A:21-1, enables "qualified municipalities" to exempt from local property taxes certain industrial and commercial improvements and projects; and

WHEREAS, the Township of Gloucester is a qualified municipality authorized to enter into Tax Abatement Agreements with taxpayers for "projects" defined under said Act; and

WHEREAS, pursuant to said Act and authorization, the Township of Gloucester has duly adopted Ord. No. O-9-23 entitled, "Ordinance Providing for Tax Exemption and Abatement for Commercial and Industrial improvements and projects pursuant to N.J.S.A. 40A:21-1 et seq."; and

WHEREAS, a tax abatement application for a "project" pursuant to the aforesaid Act and Ordinance was filed by Comprehensive Property Management, LLC for premises known as Block 18404, Lot 5 on the Official Tax Map of the Township of Gloucester.

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

SECTION 1. The Tax Abatement Application of for a "project" for premises known as Block 18404, Lot 5 on the Tax Map of the Township of Gloucester pursuant to C. 441, P.L. 1991 (N.J.S.A. 40A:21-1 et seq.) and Ordinance No. O-9-23 be and is hereby approved for tax abatement in accordance with said application and the terms and provisions of an Agreement for Tax Abatement, a copy of which is attached hereto and made a part of this Ordinance.

SECTION 2. The Mayor and Township Clerk of the Township of Gloucester be and are hereby authorized to execute and deliver on behalf of the Township of Gloucester the Tax Abatement Agreement between the Township of Gloucester and Comprehensive Property Management, LLC for premises designated as Block 18404, Lot 5 on the Official Tax Map of the Township of Gloucester, a copy of said Agreement is attached hereto and made a part thereof.

SECTION 3. All ordinances and provisions thereof inconsistent with the provisions of this ordinance shall be and are hereby repealed to the extent of such inconsistency.

SECTION 4. If any section, subsection, part, clause or phrase of this Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of this ordinance.

SECTION 5. This Ordinance shall take effect immediately after final passage and publication as required by law.

Introduced: November 24, 2014

Adopted:

TOWNSHIP CLERK

PRESIDENT OF COUNCIL

MAYOR

INDUSTRIAL OR COMMERCIAL TAX ABATEMENT AGREEMENT

Project: Office Building
571 Cross Keys Road
Sicklerville, NJ 08081

Taxpayer: Comprehensive Property
Management, LLC
P.O. Box 496
Sicklerville, NJ 08081

Tax Map: Block 18404, Lot 5

This Agreement made this _____ day of _____, 2014 by and between: The Township of Gloucester, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as "Township"), located at 1261 Chews Landing-Clementon Road at Hider lane, P.O. Box 8, Blackwood, New Jersey 08012, Camden County, and Comprehensive Property Management, LLC, located at 571 Cross Keys Road, Sicklerville, NJ 08081 (hereinafter referred to as "Taxpayer").

WHEREAS, the Township of Gloucester adopted general Ordinance No. O-9-23 pursuant to N.J.S.A. 40A:21-1 et seq. authorizing agreements providing for tax abatement of local real property taxes on commercial and industrial "projects" in order to provide gainful employment within the Township, to assist in the economic development of the Township, and to expand commerce within the Township and ultimately maintain and increase the tax base of the Township; and

WHEREAS, Taxpayer has applied for a tax abatement of real property taxes for the industrial or commercial "project" constructed or to be constructed on Block 18404, Lot 5, on the Tax Map of the Township of Gloucester; and

WHEREAS, Township Council of the Township of Gloucester authorize this Agreement between Township and taxpayer for tax abatement for the particular "project" on premises Block 18404, Lot 5

WITNESS: it is hereby agreed between the parties as follows:

1. Taxes on the land and on any improvements not the subject of tax abatement shall remain at all times at one-hundred percent (100%) assessment.

2. The construction or proposed construction in the application set forth as the "project" in accordance with the definition under N.J.S.A. 40A:21-9 shall be afforded an abatement of real property taxes as hereinafter provided.

3. The "project" as set forth in the application shall be completed as evidenced by issuance of a certificate of occupancy.

4. The taxes on the "project" as approved shall be abated on a tax Phase-In basis and in lieu of full property taxes, taxpayer shall pay to the Township an amount equal to a percentage of taxes otherwise due according to the following schedule:

- (1) In the first full calendar year after completion, no payment in lieu of taxes otherwise due;
- (2) In the second calendar year, an amount not less than 30% of taxes otherwise due;
- (3) In the third calendar year, an amount not less than 50% of taxes otherwise due;
- (4) In the fourth calendar year, an amount not less than 70% of taxes otherwise due;

- (5) In the fifth calendar year, an amount not less than 90% of taxes otherwise due.

The payments in lieu of taxes as required under the schedule shall be paid quarterly, together with and on the same date as the taxes on the land. In default of any payment of taxes or payments in lieu of taxes otherwise due under this Agreement for a period of 30 days, the township shall have the right to declare this Agreement cancelled and null and void.

It is agreed, notwithstanding any provision to the contrary, all payments in lieu of taxes otherwise due to the Township shall be paid on the quarterly due dates and if not paid by such date, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid taxes or tax lien on the land until the same is paid.

5. The "project" for which tax abatement is provided herein shall be subject to all applicable federal, state, county and local laws, regulations and ordinances on pollution control, workers safety, discrimination in employment, zoning, planning and building code requirements.

Failure to comply with the foregoing shall be deemed a breach of the Agreement and the Agreement may be terminated in accordance with the procedure set forth in paragraph No. 6 of this Agreement.

6. This Agreement shall be governed by the terms of the Gloucester Township Ordinance granting tax abatement and N.J.S.A. 40A:21-1 et seq. If at any time prior to termination of this Agreement taxpayer ceases to operate or disposes of the property, or fails to meet the conditions for qualifying for abatement, then the tax which would have otherwise been payable for each year shall become due and payable from such property owner as if no abatement

had been granted. Procedurally, the governing body shall notify the property owner and Tax Collector forthwith and the Tax Collector shall within 15 days thereof notify the owner of the property of the amount of taxes due.

The Taxpayer shall have the obligation to notify the Tax Assessor immediately upon the sale of the premises, a new lease agreement, or a change in any of the conditions upon which tax abatement was granted in order that the Tax Assessor may determine whether, in fact, the Taxpayer is entitled to continue to receive the tax abatement. However, if the property is sold and it is determined by the Tax Assessor that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property for abatement, no tax shall be due, the abatement shall continue and this Agreement shall remain in effect.

7. The parties agree that should this Agreement or enabling Ordinance be declared invalid for any reason by a court of law or by any individual, body or agency of the State of New Jersey having jurisdiction thereover, the full taxes on said property shall be due and owing as if no tax abatement was in effect.

8. This Agreement shall be in effect for a period of not more than five (5) years starting with the date of the completion of the "project".

IN WITNESS WHEREOF, the parties have caused these presence to be executed the day and year first above written.

TOWNSHIP OF GLOUCESTER

ATTEST: (Township Seal)

By: _____
MAYOR, DAVID R. MAYER

TOWNSHIP CLERK

By: _____
COMPREHENSIVE PROPERTY
MANGAGEMENT, LLC

ATTEST: (Corporate Seal)

WITNESS

O-14-21

ORDINANCE AUTHORIZING EXECUTION OF TAX ABATEMENT AGREEMENT BETWEEN TOWNSHIP OF GLOUCESTER AND ERIC D. GITHENS FOR PREMISES BLOCK 16301, LOT 5 PURSUANT TO C. 441, P.L. 1991 (N.J.S.A.40A:21-1 ET SEQ.) AND ORDINANCE NO. O-9-23

WHEREAS, C. 441, P.L. 1991, N.J.S.A. 40A:21-1, enables "qualified municipalities" to exempt from local property taxes certain industrial and commercial improvements and projects; and

WHEREAS, the Township of Gloucester is a qualified municipality authorized to enter into Tax Abatement Agreements with taxpayers for "projects" defined under said Act; and

WHEREAS, pursuant to said Act and authorization, the Township of Gloucester has duly adopted Ord. No. O-9-23 entitled, "Ordinance Providing for Tax Exemption and Abatement for Commercial and Industrial improvements and projects pursuant to N.J.S.A. 40A:21-1 et seq."; and

WHEREAS, a tax abatement application for a "project" pursuant to the aforesaid Act and Ordinance was filed by Eric D. Githens for premises known as Block 16301, Lot 5 on the Official Tax Map of the Township of Gloucester.

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

SECTION 1. The Tax Abatement Application of for a "project" for premises known as Block 16301, Lot 5 on the Tax Map of the Township of Gloucester pursuant to C. 441, P.L. 1991 (N.J.S.A. 40A:21-1 et seq.) and Ordinance No. O-9-23 be and is hereby approved for tax abatement in accordance with said application and the terms and provisions of an Agreement for Tax Abatement, a copy of which is attached hereto and made a part of this Ordinance.

SECTION 2. The Mayor and Township Clerk of the Township of Gloucester be and are hereby authorized to execute and deliver on behalf of the Township of Gloucester the Tax Abatement Agreement between the Township of Gloucester and Eric D. Githens for premises designated as Block 16301, Lot 5 on the Official Tax Map of the Township of Gloucester, a copy of said Agreement is attached hereto and made a part thereof.

SECTION 3. All ordinances and provisions thereof inconsistent with the provisions of this ordinance shall be and are hereby repealed to the extent of such inconsistency.

SECTION 4. If any section, subsection, part, clause or phrase of this Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of this ordinance.

SECTION 5. This Ordinance shall take effect immediately after final passage and publication as required by law.

Introduced: November 24, 2014

Adopted:

TOWNSHIP CLERK

PRESIDENT OF COUNCIL

MAYOR

INDUSTRIAL OR COMMERCIAL TAX ABATEMENT AGREEMENT

Project: Riderz, Inc.
1898 Williamstown Road
Sicklerville, NJ 08081

Taxpayer: Eric D. Githens
1898 Williamstown Road
Sicklerville, NJ 08081

Tax Map: Block 16301, Lot 5

This Agreement made this _____ day of _____, 2014 by and between: The Township of Gloucester, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as "Township"), located at 1261 Chews Landing-Clementon Road at Hider lane, P.O. Box 8, Blackwood, New Jersey 08012, Camden County, and Eric D. Githens, located at 1898 Williamstown Road, Sicklerville, NJ 08081 (hereinafter referred to as "Taxpayer").

WHEREAS, the Township of Gloucester adopted general Ordinance No. O-9-23 pursuant to N.J.S.A. 40A:21-1 et seq. authorizing agreements providing for tax abatement of local real property taxes on commercial and industrial "projects" in order to provide gainful employment within the Township, to assist in the economic development of the Township, and to expand commerce within the Township and ultimately maintain and increase the tax base of the Township; and

WHEREAS, Taxpayer has applied for a tax abatement of real property taxes for the industrial or commercial "project" constructed or to be constructed on Block 16301, Lot 5, on the Tax Map of the Township of Gloucester; and

WHEREAS, Township Council of the Township of Gloucester authorize this Agreement between Township and taxpayer for tax abatement for the particular "project" on premises Block 16301, Lot 5

WITNESS: it is hereby agreed between the parties as follows:

1. Taxes on the land and on any improvements not the subject of tax abatement shall remain at all times at one-hundred percent (100%) assessment.

2. The construction or proposed construction in the application set forth as the "project" in accordance with the definition under N.J.S.A. 40A:21-9 shall be afforded an abatement of real property taxes as hereinafter provided.

3. The "project" as set forth in the application shall be completed as evidenced by issuance of a certificate of occupancy.

4. The taxes on the "project" as approved shall be abated on a tax Phase-In basis and in lieu of full property taxes, taxpayer shall pay to the Township an amount equal to a percentage of taxes otherwise due according to the following schedule:

- (1) In the first full calendar year after completion, no payment in lieu of taxes otherwise due;
- (2) In the second calendar year, an amount not less than 30% of taxes otherwise due;
- (3) In the third calendar year, an amount not less than 50% of taxes otherwise due;
- (4) In the fourth calendar year, an amount not less than 70% of taxes otherwise due;

- (5) In the fifth calendar year, an amount not less than 90% of taxes otherwise due.

The payments in lieu of taxes as required under the schedule shall be paid quarterly, together with and on the same date as the taxes on the land. In default of any payment of taxes or payments in lieu of taxes otherwise due under this Agreement for a period of 30 days, the township shall have the right to declare this Agreement cancelled and null and void.

It is agreed, notwithstanding any provision to the contrary, all payments in lieu of taxes otherwise due to the Township shall be paid on the quarterly due dates and if not paid by such date, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid taxes or tax lien on the land until the same is paid.

5. The "project" for which tax abatement is provided herein shall be subject to all applicable federal, state, county and local laws, regulations and ordinances on pollution control, workers safety, discrimination in employment, zoning, planning and building code requirements.

Failure to comply with the foregoing shall be deemed a breach of the Agreement and the Agreement may be terminated in accordance with the procedure set forth in paragraph No. 6 of this Agreement.

6. This Agreement shall be governed by the terms of the Gloucester Township Ordinance granting tax abatement and N.J.S.A. 40A:21-1 et seq. If at any time prior to termination of this Agreement taxpayer ceases to operate or disposes of the property, or fails to meet the conditions for qualifying for abatement, then the tax which would have otherwise been payable for each year shall become due and payable from such property owner as if no abatement

had been granted. Procedurally, the governing body shall notify the property owner and Tax Collector forthwith and the Tax Collector shall within 15 days thereof notify the owner of the property of the amount of taxes due.

The Taxpayer shall have the obligation to notify the Tax Assessor immediately upon the sale of the premises, a new lease agreement, or a change in any of the conditions upon which tax abatement was granted in order that the Tax Assessor may determine whether, in fact, the Taxpayer is entitled to continue to receive the tax abatement. However, if the property is sold and it is determined by the Tax Assessor that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property for abatement, no tax shall be due, the abatement shall continue and this Agreement shall remain in effect.

7. The parties agree that should this Agreement or enabling Ordinance be declared invalid for any reason by a court of law or by any individual, body or agency of the State of New Jersey having jurisdiction thereover, the full taxes on said property shall be due and owing as if no tax abatement was in effect.

8. This Agreement shall be in effect for a period of not more than five (5) years starting with the date of the completion of the "project".

IN WITNESS WHEREOF, the parties have caused these presence to be executed the day and year first above written.

TOWNSHIP OF GLOUCESTER

ATTEST: (Township Seal)

By: _____
MAYOR, DAVID R. MAYER

TOWNSHIP CLERK

By: _____
ERIC D. GITHENS

ATTEST: (Corporate Seal)

WITNESS

O-14-22

ORDINANCE OF THE TOWNSHIP OF GLOUCESTER REGULATING AND PROVIDING FOR THE CARE, MAINTENANCE, SECURITY AND UPKEEP OF THE EXTERIOR OF VACANT AND ABANDONED RESIDENTIAL PROPERTY BY CREDITORS WHO HAVE FILED A SUMMONS AND FORECLOSURE COMPLAINT REGARDING RESIDENTIAL PROPERTY WITHIN THE TOWNSHIP OF GLOUCESTER

WHEREAS. N.J.S.A. 40:48-2.12s authorizes a Municipal Governing Body to adopt an Ordinance to regulate care, maintenance, security and upkeep of vacant and abandoned residential property on which a summons and complaint in an action for foreclosure has been filed, and

WHEREAS. The Township Council of the Township of Gloucester has determined that an ordinance regulating care, maintenance, security and upkeep of vacant and abandoned residential property on which a summons and complaint in an action for foreclosure has been filed is in the best interest of the public health, safety and welfare of the Township of Gloucester.

NOW THEREFORE, it is hereby **ORDAINED** by the Township Council of the Township of Gloucester as follows;

SECTION 1: Ordinance 67A of the Code of the Township of Gloucester shall be amended to include the following section known as Article III Sec.67A-5.1.

PURPOSE:

The purpose of this Ordinance is to regulate the care, maintenance, security and upkeep of vacant and abandoned residential property on which a summons and complaint in an action for foreclosure has been filed.

A. DEFINITION:

For the purpose of this section, vacant and abandoned property shall mean residential real estate that is vacant and has been abandoned as set forth in N.J.S.A. 2A:50-73, a property which is not occupied by a mortgagor or tenant as evidenced by a lease agreement entered into prior to the service of a notice of intention to commence foreclosure under the "Fair Foreclosure Act" N.J.S.A. 40:48-2.12

REGULATION:

1. Any "In-State" Creditor filing a summons and complaint in an action to foreclose vacant and abandoned residential property shall be responsible for the care, maintenance, security and upkeep of the exterior of the vacant and abandoned residential property. The In-State Creditor may provide to the Clerk

of the Township of Gloucester the name of a person or firm to be responsible for care, maintenance, security and upkeep of vacant and abandoned residential property on which a summons and complaint in an action for foreclosure has been filed.

2. Any "Out-of-State" Creditor filing a summons and complaint in an action to foreclose vacant and abandoned residential property shall be responsible for the care, maintenance, security and upkeep of the exterior of the vacant and abandoned residential property, and in addition thereto shall appoint an In-State Representative or Agent to act for the foreclosing "Out-of-State Creditor. The "Out-of-State" Creditor shall provide to the Clerk of the Township of Gloucester the full name and contact information of the in-State representative or agent to act for the foreclosing creditor.

3. The Creditor serving a summons and complaint in an action to foreclose on a mortgage on residential property in the Township of Gloucester, shall within 10 days of the filing of serving the summons and complaint, notify the Municipal Clerk of the Township of Gloucester that an action to foreclose on a mortgage has been filed against the subject property.

The notice shall contain street address, block and lot number of the property being foreclosed as well as the name and contact information of the in-state representative or agent of the creditor who is responsible for receiving complaints of property maintenance and code violations. There shall also be provided the name and contact information on an in-state representative or agent who shall be responsible for the care, maintenance, security, and up-keep of the exterior of the property if the property is or becomes vacant and abandoned. The notice shall be provided by mail or by electronic communication.

If the owner of a residential property vacates or abandons any property on which a foreclosure proceeding has been initiated, or if the residential property becomes vacant at any point subsequent to the creditor's filing the summons and complaint in an action to foreclosure, but prior to title vesting in the creditor or any third party, and the exterior of the property is found to be a nuisance or in violation of any applicable state or municipal code, the local official shall notify the creditor

or the representative or agent of the creditor, who shall have the responsibility to abate the nuisance or correct the violation in the same manner and to the same extent as the title owner of the property, to such standard or specification as may be required by state law or municipal ordinance.

If the municipality expended public funds in order to abate the nuisance or correct any code violation on a residential property in situations where the creditor was given notice but failed to abate the nuisance or correct the violation as directed, the municipality shall have the same recourse against the creditor as it would have against the property owner.

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

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

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

Introduced: December 8, 2014

Adopted:

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

MAYOR

R-14:12-301

**RESOLUTION TO ALLOW DISABLED VETERAN EXEMPTIONS FOR TAX YEAR
2014 AND TO AUTHORIZE THE TAX COLLECTOR TO CANCEL TAXES AND
REFUND ANY OVERPAYMENTS**

WHEREAS, the following names are owners and residents of property in the Township of Gloucester, and

WHEREAS, they have made proper application for Total and Permanent Service-Connected Disability tax exempt status on their property designated with the block and lots listed below and,

WHEREAS, they have submitted proper evidence of Total and Permanent Disability rating from the U.S. Veterans Administration in accordance with State Regulations.

THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that the Tax Collector is authorized to grant said exemption, cancel property taxes for 2014 and preliminary 2015 billing and refund any resulting credit balances.

Block	Lot	Name	Comment	Amount to be Credited
8803	23	William Attardi	Add Disabled Veteran Tax Exemption	\$775.95
1 month	2014		Also First Half 2015—	\$4,655.68

ADOPTED: December 8, 2014

President of Council

Township Clerk

R-14:12-302

**RESOLUTION CANCELLING TAXES ON COUNTY-OWNED PROPERTY FOR
FOURTH QUARTER 2014 AND AUTHORIZE THE TAX COLLECTOR TO REFUND
ANY OVERPAYMENTS.**

WHEREAS, the following property in the Township of Gloucester, as indicated by block and lot number, has been deeded to Camden County and is now classified as exempt property, and,

WHEREAS, the Township Assessor has reviewed and approved said classification,

THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester, that the following property taxes be cancelled for the fourth quarter for 2014 and the Tax Collector is hereby authorized to cancel the first half 2015 tax amount as well shown below and refund any over-payments:

BLOCK	LOT	NAME & REASON	REDUCTION OF ASSESS	RED. TAXES
14009	1	County of Camden	Cancel 2014 Fourth Qtr. Cancel 2015 First half billing Now tax exempt	\$21,339.47 \$40,624.50

ADOPTED: December 8, 2014

President of Council

Township Clerk

R-14:12-303

RESOLUTION TO AUTHORIZE THE TAX COLLECTOR TO GRANT SENIOR CITIZEN, DISABLED, OR VETERAN DEDUCTION FOR THE YEAR 2014 AS INDICATED AND TO ADJUST ANY BALANCE

WHEREAS, the following applicants are the owners of a residential property located in the Township of Gloucester, and,

WHEREAS, they have properly filed an application for a Senior Citizen, Disabled, or Veteran Deduction with proof of eligibility, and

WHEREAS, the Assessor has reviewed and approved said application,

THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that the Tax Collector is authorized to grant said deduction and/or adjust any resulting balances for the year 2014 and refund any balances for the amounts indicated.

Block	Lot	Name	Comment	Amount of Deduction
8702	1	William Berstecher	Add Senior Citizen Deduction 2014	250.00
11903	1	Robert Celotto	AddVet&SenCit Deduction 2014	500.00
12603	5	Thomas Dooley	AddVeteran Deduction 2014	250.00
15909	9	Joseph Cooper	Add Veteran Deduction 2014	250.00
16604	35	Eunice McCain	AddSenior Citizen Deduction 2014	250.00
17005	38	Richard Szerbin	Add Veteran Deduction 2014	250.00
17904	17	Patricia Morris	AddDisability Deduction 2014	250.00
20505	49	Lea Ruhf	Add Senior Citizen Deduction 2014	250.00

ADOPTED: December 8, 2014

President of Council

Township Clerk

BE IT RESOLVED BY THE Township Council of the Township of Gloucester, in the County of Camden, that the following bills are approved by the Township Council in accordance with the provisions of Ordinance 0-82-16 and certified by the Chief Financial Officer that the claims are proper obligation of the township, that adequate funds are available to honor these claims in the account indicated and the claim should be paid:

CURRENT ACCOUNT

Per attached computer readout of the claims presented in the amount of \$ 234,615.98

CAPITAL ACCOUNT

Per attached computer read out of the claims presented in the amount of \$ 198,214.32

TRUST OTHER

Per attached computer readout of the claims presented in the amount of \$ 19,445.74

ANIMAL TRUST

Per attached computer readout of the claims presented in the amount of \$ 620.70

DEVELOPERS TRUST

Per attached computer readout of the claims presented in the amount of \$ 48,953.00

MANUAL CHECKS

Per attached computer readout of the claims presented in the amount of \$ 236,758.28

Adopted: December 8, 2014

PRESIDENT COUNCIL

ATTEST:

TOWNSHIP CLERK

R-14:12-305

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER AUTHORIZING THE SIGNING OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF GLOUCESTER AND THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY FOR STAFFING OF THE POSITION OF CERTIFIED PUBLIC WORKS MANAGER

WHEREAS, The Township of Gloucester has a need for a Certified Public Works Manager for the operation of the Gloucester Township Department of Public Works; and

WHEREAS, the State of New Jersey, Department of Community Affairs, Division of Local Government Services has established specific standards that a municipality must have in order to employ a Certified Public Works Manager; and

WHEREAS, such standards are set forth at N.J.S.A. 40A:9-154.6a et. seq., the regulatory requirements to serve as a Certified Public Works Manager and provides for the fulfillment of the position through a Shared Services agreement entered into pursuant to the provisions of P.L. 2007, c. 63 (C. 40A:65-1 et seq.); and

WHEREAS, the Gloucester Township MUA has engaged Joseph T. Brickley, P.E. (“Brickley”) as a Special Technical Engineering Consultant for Collection System and Solid Waste, pursuant to the Fair and Open Process enabling Brickley to supply engineering services to the Authority on an as needed basis; and

WHEREAS, Brickley possesses a Certified Public Works Manager certification from the State of New Jersey dated January 15, 2013 attached hereto and made a part hereof; and

WHEREAS, Gloucester Township has worked closely with the Gloucester Township MUA on multiple shared services agreements which ultimately reduce the cost of government services to the taxpayers of Gloucester Township and the ratepayers of the Gloucester Township MUA and the use of shared services between public entities is considered a “best practice”; and

WHEREAS, the Uniform Shared Services Act (N.J.S.A. 40A:65-1 et seq.) authorizes and empowers Gloucester Township and the Gloucester Township MUA to enter into this Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester :

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Mayor or Business Administrator of the Township of Gloucester is hereby authorized to execute a Shared Services Agreement with the Gloucester Township MUA, to provide staffing for the position of Certified Public Works Manager.
3. The term of the Shared Services Agreement for the position of Certified Public Works Manager authorized under this Resolution shall commence upon execution and extend through November 20, 2015, unless otherwise amended.
4. The form of Share Service Agreement is attached hereto.

DATED: December 8, 2014

President of Council

Township Clerk

SHARED SERVICES AGREEMENT BETWEEN THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY AND THE TOWNSHIP OF GLOUCESTER TO
PROVIDE STAFFING FOR THE POSITION OF CERTIFIED PUBLIC WORKS MANAGER

This Shared Services Agreement to Provide for the Staffing of the Position of Certified Public Works Manager, hereinafter referred to as (“Agreement”), is made and entered into this ____ day of _____, 2014 by and between the Township of Gloucester, a body corporate and politic duly organized under the laws of the State of New Jersey, with its principal mailing address at P.O. Box 8, Blackwood, New Jersey 08012, hereinafter referred to as (“GT”) and the Gloucester Township Municipal Utilities Authority, a body corporate and politic duly organized under the laws of the State of New Jersey, with its principal mailing address at P.O. Box 216, Glendora, New Jersey 08029, hereafter referred to as the (“GTMUA”).

WITNESSETH:

WHEREAS, GT maintains a Department of Public Works for the purpose of providing, inter alia, certain services relating to road maintenance, snow removal, leaves/recycling, parks, buildings and grounds maintenance, fleet maintenance and the like; and

WHEREAS, the State of New Jersey, Department of Community Affairs, Division of Local Government Services has established specific standards that a municipality must have in order to employ a Certified Public Works Manager; and

WHEREAS, such standards are set forth at N.J.S.A. 40A:9-154.6a et. seq., the regulatory requirements to serve as a Certified Public Works Manager and provides for the fulfillment of the position through a Shared Services agreement entered into pursuant to the provisions of P.L. 2007, c. 63 (C. 40A:65-1 et seq.); and

WHEREAS, the GTMUA has engaged Joseph T. Brickley, P.E. (“Brickley”) as a Special Technical Engineering Consultant for Collection System and Solid Waste, pursuant to the Fair and Open Process enabling Brickley to supply engineering services to the Authority on an as needed basis; and

WHEREAS, Brickley also possesses a Certified Public Works Manager certification from the State of New Jersey dated January 15, 2013 attached hereto and made a part hereof; and

WHEREAS, GT is in need of a Certified Public Works Manager and has worked closely with the GTMUA on multiple shared services agreements which ultimately reduce the cost of government services to the taxpayers of GT and the ratepayers of the GTMUA and the use of shared services between public entities is considered a “best practice”; and

WHEREAS, it is mutually beneficial for both GT and the GTMUA to engage in such a shared service; and

WHEREAS, the Uniform Shared Services Act (N.J.S.A. 40A:65-1 et seq.) authorizes and empowers GT and the GTMUA to enter into this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises, understandings and agreements hereinafter set forth, and intending to be legally bound, GT and the GTMUA hereto agree as follows:

SECTION 1. SCOPE OF SERVICES

Joseph T, Brickley, P.E., Certified Public Works Manager, shall serve as the Public Works Manager to GT and shall meet monthly with and provide on an as needed basis the following responsibilities when requested:

- A. Brickley shall consult and report directly to the Township Administrator on an as needed basis.
- B. Provide systematic approaches to individual, group, and organizational performances within the GT public works department relative to planning, leadership, personnel performance, and decision-making skills development.
- C. Provide needed management, tasks assignment, responsibilities over personnel work issues, effective supervision, labor relations, safety in the workplace, career development, and human resource planning.
- D. Serve as a public relations representative and provide awareness of public relations roles, and effective means of implementing public relations programs.
- E. Provide and supervise various operational procedures relative to increasing efficiency through effective planning, evaluation of performance objectives, and inventory development as well as supervise operations in the areas of road maintenance, snow removal, leaves/recycling, parks, buildings and grounds maintenance, sewers, water, and fleet maintenance.
- F. Provide accountability within operations and community as needed. Oversee, monitor and delegate as necessary work activities, performance standards, and reviewing important formulas and calculations to document performance.
- G. Provide assistance in the municipal planning process including subdivisions, site plans, development ordinances, and municipal master plans as applicable to the public works function.
- H. Assist and provide information relative to public works finance and the municipal budget.
- I. Oversee purchasing practices within the public works department. Establish and maintain standardized procedures to promote effective communications between public works and the GT purchasing department.

SECTION 2. CONSIDERATION

In consideration of the performance by the GTMUA and Brickley, GT shall pay to the GTMUA a lump sum of \$1,000 per month. Payment shall be made to the GTMUA within thirty (30) days of the receipt of a bill.

SECTION 3. NO ASSIGNMENT

This Agreement, and the duties and responsibilities contained herein, shall not be assigned to a third party by the GTMUA or GT.

SECTION 4. EFFECTIVE DATE AND DURATION OF AGREEMENT

This Agreement shall commence and be effective upon execution by the authorized representatives of GT and the GTMUA. This Agreement shall terminate one year after its date of execution. Said term may be extended or shortened by mutual agreement of the GTMUA and GT, as permitted by law. Such term revision may be initiated unilaterally by either GT or the GTMUA and shall require a minimum of fourteen (14) days prior written notice to the other party.

SECTION 5. COMPLIANCE WITH LAW

GT and the GTMUA agree to comply with all applicable Federal, State and local statutes and regulations in the performance of this Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed in this State. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and to this end, the provisions of this Agreement are intended to be and shall be severable.

SECTION 6. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the remaining parts of this Agreement shall remain in full force and effect to the extent possible. GT and the GTMUA shall subsequently agree to such amendments or modifications to this Agreement as needed to implement and give effect to the intentions of the parties as reflected herein.

SECTION 7. INDEMNIFICATION

GT and the GTMUA hereby agree to protect, indemnify, hold harmless and defend, in any proceeding or suit, the other party including its directors, officers, board members, employees and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and reasonable attorneys' fees, alleged to have been directly or indirectly sustained or incurred in consequence of, or in connection with, any act or omission in the performance of its obligations pursuant to this Agreement. GT and the GTMUA shall not be required to protect, indemnify, hold harmless or defend the other party for loss or claim directly resulting from the negligence or willful misconduct of the other party.

SECTION 8. AMENDMENTS

This Agreement may only be modified in a dated writing, executed by the authorized representatives of the GTMUA and GT. All such amendments shall be provided in written form and approved in the same manner as this Agreement.

SECTION 9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between GT and the GTMUA. Any modification to the provisions of this Agreement must be made in writing, and signed and dated by GT and the GTMUA in accordance with Section 8.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

**GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**

ATTEST:

Richard P. Calabrese, Chairman

Dated: _____

Dated: _____

TOWNSHIP OF GLOUCESTER

ATTEST:

Mayor David Mayer
Township of Gloucester

Dated: _____

Dated: _____

R-14:12-306

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY, AUTHORIZING THE AWARDING OF A CONTRACT TO ANIMAL WELFARE SOCIETY OF CAMDEN COUNTY (AWSCC) TO PROVIDE ANIMAL SHELTER SERVICES TO THE TOWNSHIP OF GLOUCESTER

WHEREAS. The Township Council of the Township of Gloucester has determined the continued need to provide animal welfare services to the Township of Gloucester, and

WHEREAS. The Township Council of the Township of Gloucester has determined that the Animal Welfare Society of Camden County (AWSCC), a non-profit corporation has the ability to provide animal shelter services, and

WHEREAS. The Township Council of the Township of Gloucester did authorize the advertising of Request for Proposal & Qualification for animal shelter services.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Gloucester is hereby authorized to award a contract for animal shelter services to the Animal Welfare Society of Camden County (AWSCC).

Adopted: December 8, 2014

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

R-14:12-307

RESOLUTION AUTHORIZING THE ADVERTISING OF BIDS FOR FOUR CHEVY VOLTS

WHEREAS, the 2015 Budget provides funds for the purchase of certain materials and supplies and equipment whose aggregate value will exceed \$36,000.00, and

WHEREAS, the State Statutes require that items exceeding \$36,000.00 be properly advertised and bids received.

NOW, THEREFORE, BE IT RESOLVED that the Advertising of Bids is hereby authorized, in accordance with the respective specifications for the following items:

FOUR 2015 CHEVY VOLTS

Adopted: December 8, 2014

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

R-14:12-308 RESOLUTION AUTHORIZING THE PURCHASE AND DELIVERY OF SODIUM CHLORIDE AND DE-ICING LIQUID BY INTERNATIONAL SALT COMPANY PURSUANT TO CAMDEN COUNTY COOPERATIVE PRICING SYSTEM #57-CCCPS – BID B27-14

WHEREAS, the County of Camden, as the Lead Agency for the Camden County Cooperative Pricing System, System Identifier #57-CCCPS (Cooperative), received and opened bids through its Division of Purchasing for Bid B27-14, Furnishing and Delivering Sodium Chloride, Pre-treated Liquid Enhanced Sodium Chloride and Corrosion Inhibited De-icing Liquid to various locations in Camden County, as needed, under the Camden County Cooperative Pricing System #57-CCCPS, the receipt of which bids were duly advertised in accordance with law; and

WHEREAS, International Salt Co., LLC, was the lowest responsible bidder who complied with the specifications; and

WHEREAS, the Township of Gloucester has previously determined to participate with Camden County as the Lead Agency for the purchase and delivery of Sodium Chloride and Corrosion Inhibited De-icing Liquid.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that the proper Township officials be and are hereby authorized to execute and deliver on behalf of the Township the Contract between the Township of Gloucester and International Salt Co., LLC for the purchase and delivery of Sodium Chloride, and Pre-treated Liquid Enhanced Sodium Chloride and Corrosion Inhibited De-icing Liquid.

A copy of said Contract is attached hereto and made a part hereof by reference and copies shall be maintained available for public inspection in the Office of the Township Clerk of the Township of Gloucester.

Adopted: December 8, 2014

ATTEST:

PRESIDENT OF COUNCIL

TOWNSHIP CLERK

R-14:12-309

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE TOWNSHIP OF GLOUCESTER AND VARIOUS CONTRACTORS FOR SNOW REMOVAL

WHEREAS, the Township Council of the Township of Gloucester, County of Camden, determined that there is a need for Snow Removal in the Township of Gloucester,

WHEREAS, sufficient funds have been provided, and

WHEREAS, the Township Council received bids or quotes,

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that the proper Township Officials are hereby authorized to enter into an agreement with the following contractors for snow removal at contract prices shown.

Rahn Contracting, LLC(4)	Class I Trucks	\$185.00 per hour
Rahn Contracting, LLC(1)	Backhoe	163.00 per hour
Rahn Contracting, LLC(2)	Skid Steer	163.00 per hour
Rahn Contracting, LLC(4)	Pick-up Truck	97.00 per hour

BE IT FURTHER RESOLVED, that the above named contractors shall provide proof of liability insurance and other appropriate insurances before delivery of a fully executed contract.

Adopted: December 8, 2014

ATTEST:

PRESIDENT OF COUNCIL

TOWNSHIP CLERK, RMC

R-14:12-310

**RESOLUTION AUTHORIZING REFUNDS FROM THE TOWNSHIP CLERK'S
OFFICE**

BE IT RESOLVED by the Township Council of the Township of Gloucester that the following refunds be and are hereby authorized:

Julia Rivera
1 Wye Mill Drive
Sicklerville, NJ 08081

\$42.00 issued in error

Adopted: December 8, 2014

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

R-14:12-311

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN
THE TOWNSHIP OF GLOUCESTER AND GRANTURK**

WHEREAS, the Township Council of the Township of Gloucester, County of Camden, determined that there is a need for a 25 yard Rear Load Packer Body

WHEREAS, sufficient funds have been provided, and

WHEREAS, the Township Council received bids or quotes

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that the proper Township Officials are hereby authorized to enter into an agreement with Granturk for a 25 yard Rear Load Packer Body in the amount of \$32,471.00 which was the lowest bid or quote received.

Adopted: December 8, 2014

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK, RMC

**R-14:12-312 RESOLUTION TERMINATING RESOLUTION R-14:11-294 ENTITLED
“RESOLUTION AUTHORIZING THE TOWNSHIP OF GLOUCESTER,
COUNTY OF CAMDEN TO AUTHORIZE THE ASSIGNMENT OF TAX
CERTIFICATES FROM THE TOWNSHIP OF GLOUCESTER TO
PRIVATE OWNER**

WHEREAS, on November 24, 2014, the Township Council of the Township of Gloucester, County of Camden, State of New Jersey adopted resolution R-14:11-294 entitled, “RESOLUTION AUTHORIZING THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN TO AUTHORIZE THE ASSIGNMENT OF TAX CERTIFICATES FROM THE TOWNSHIP OF GLOUCESTER TO PRIVATE OWNER”, and

WHEREAS, this resolution authorized the Township of Gloucester to authorize the assignments of municipal liens to Old Country LLC and

WHEREAS, Old Country LLC failed to comply with the acquisition of assignments

NOW, THEREFORE BE IT RESOLVED that resolution R-14:11-294 be and is hereby terminated.

Adopted: December 8, 2014

President of Council

Township Clerk

R-14:12-313

**RESOLUTION AUTHORIZING REFUNDS OF ENCROACHMENT
DEPOSITS**

BE IT RESOLVED by the Township Council of the Township of Gloucester that the following encroachment deposits be and are hereby authorized to be refunded:

DAVE BERENATO

142 LAKEVIEW DR. SOUTH
GIBBSBORO, NJ 08025

APPLICATION: #191875

PERMIT: #9292

AMOUNT: \$150.00

ADOPTED: DECEMBER 8, 2014

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK