GLOUCESTER TOWNSHIP COUNCIL MEETING

OCTOBER 12, 2016

PLEDGE ALLEGIANCE TO THE FLAG

COMMENCEMENT STATEMENT: Mr. Mercado

ROLL CALL:

Mr. Hutchison
Mr. Schmidt
Mrs. Stubbs
Mrs. Winters
Mr. Mignone
Mrs. Trotto
Mr. Mercado

Mr. Carlamere, Solicitor

Mr. Cardis, Business Administrator
Mrs. DiJosie, Twp. Clerk, RMC

Mr. Lechner, Community Development
Chief Earle, Police

PRESENTATION: Gloucester Township Hockey Alliance players who are part of the USA Ball Hockey Team who traveled to England and won a bronze medal.

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.

WAIVE THE READING AND ACCEPT THE MINUTES
Regular Meeting: August 22 and September 12, September 26, 2016
Workshop meeting: September and October

ORDINANCES: SECOND READING AND PUBLIC HEARING

O-16-13 AN ORDINANCE CREATING CHAPTER 59B OF THE CODE OF THE TOWNSHIP OF GLOUCESTER ENTITLED "NEIGHBORHOOD REHABILITATION PROGRAM PURSUANT TO THE NEW JERSEY ABANDONED PROPERTIES REHABILITATION ACT (N.J.S.A. 55:19-78 et seq)

O-16-14 ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN AND STATE OF NEW JERSEY ADOPTING AMENDMENT NO. 5 AMENDING ORDINANCE O-97-17 COMMONLY KNOWN AS THE GLEN OAKS REDEVELOPMENT PLAN TO ALLOW ONE BILLBOARD ON BLOCK 4101, LOT 4 AS A PERMITTED USE PURSUANT TO N.J.S.A. 40A:12A-1 ET SEQ.

O-16-15 ORDINANCE AMENDING CHAPTER 81 OF THE CODE OF THE TOWNSHIP OF GLOUCESTER ENTITLED "VEHICLES AND TRAFFIC" OF THE CODE OF THE TOWNSHIP OF GLOUCESTER

RESOLUTIONS:
CONSENT AGENDA

R-16:10-276 RESOLUTION AUTHORIZING THE PAYMENT OF BILLS

R-16:10-277 RESOLUTION AUTHORIZING REFUNDS FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

R-16:10-278 RESOLUTION AUTHORIZING REFUNDS FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

R-16:10-279	RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION FOR REFUNDING FROM THE 2016 NJDOT TRANSPORTATION ALTERNATIVES PROGRAM – LAKELAND ROAD CONNECTOR TRAIL
R-16:10-280	RESOLUTION AUTHORIZING REFUNDING OF TAXES
R-16:10-281	RESOLUTION AUTHORIZING THE TAX COLLECTOR TO HOLD A TAX LIEN SALE FOR CALENDAR YEAR 2016 AUTHORIZED BY P.L. 1997 CHAPTER 99
R-16:10-282	RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER AUTHORIZING AN ELECTRONIC TAX SALE FOR CALENDAR YEAR 2016
R-16:10-283	RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER AUTHORIZING MAILINGS AND FEE FOR MAILINGS FOR THE ELECTRONIC TAX SALE
R-16:10-284	RESOLUTION FIXING THE RATE OF INTEREST TO BE CHARGED ON DELINQUENT TAXES, SEWER AND OTHER MUNICIPAL CHARGES AND SETTING THE GRACE PERIOD AND THE 6% YEAR END PENALTY
R-16:10-285	RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF CAMDEN AND THE TOWNSHIP OF GLOUCESTER FOR PARTICIPATION IN THE COUNTY-WIDE REGISTRATION PROGRAM ON ABANDONED AND VACANT PROPERTIES

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

(If needed)
RESOLUTION TO EXCLUDE THE PUBLIC FROM DISCUSSION OF EXEMPTED SUBJECT MATTER AT A REGULAR OR SPECIAL SESSION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER PURSUANT TO N.J.S.A. 10:4-6 ET SEQ. OF THE OPEN PUBLIC MEETINGS ACT

ADJOURNMENT

O-16-13

AN ORDINANCE CREATING CHAPTER 59B OF THE CODE OF THE TOWNSHIP OF GLOUCESTER ENTITLED "NEIGHBORHOOD REHABILITATION PROGRAM PURSUANT TO THE NEW JERSEY ABANDONED PROPERTIES REHABILITATION ACT (N.J.S.A. 55:19-78 et seq.)

WHEREAS, the Township of Gloucester ("Township") contains properties which are deemed vacant and/or abandoned and in need of rehabilitation; and

WHEREAS, in many cases, the owners or responsible parties of the vacant and/or abandoned properties are neglectful of said properties, are not maintaining or securing them to adequate standards, or are not restoring them to productive use; and

WHEREAS, it has been found that vacant and/or abandoned properties cause potential health and safety hazards as well as harm to the health, safety and general welfare of the community, including diminution of neighboring property values, increased risk of fire to the property an adjacent properties, and potential increases in criminal activity and public health risks; and

WHEREAS, the Township finds that vacant and/or abandoned properties can lead to neighborhood decline and become unattractive nuisances causing the Township to incur significant costs in the form of staff time for code enforcement actions seeking to maintain and ensure the acceptable condition of these properties; and

WHEREAS, it is in the public interest for the Township to established certain criteria for determining abandoned properties in accordance with the New Jersey Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., in order to protect the health, safety and general welfare of the residents of the Township; and

WHEREAS, the Township desires to adopt this Ordinance to establish Chapter 59B, of the Code of the Township of Gloucester to set forth the procedures for the Township to secure abandoned properties in need of rehabilitation and to develop a rehabilitation plan in accordance with the New Jersey Abandoned Properties Rehabilitation Act.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Gloucester, in the County of Camden and State of New Jersey, that a new Chapter 59B" entitled, Neighborhood Rehabilitation Program-Pursuant to the New Jersey Abandoned Properties Rehabilitation Act " be and is hereby created as follows:

SECTION 1.

A new Chapter 59B shall be added to the Code of the Township of Gloucester, entitled Neighborhood Rehabilitation Program –Pursuant to the New Jersey Abandoned Properties Rehabilitation Act in the Township of Gloucester."

A. Title

This Ordinance shall be known and cited as Neighborhood Rehabilitation Program –Pursuant to the New Jersey Abandoned Properties Rehabilitation Act.

B. Purpose

The purpose of this Ordinance is to administer the rehabilitation of vacant and abandoned properties pursuant to the New Jersey Abandoned Properties Rehabilitation Act (N.J.S.A. 55:19-78.

C. Definitions

"Public Officer" shall mean any person designated by the Municipality to carry out the plans, purpose and directives of this ordinance. The appointment and designation of the Public Officer shall be made by the Mayor of the Township of Gloucester, which appointment and designation shall be made annually at the reorganization meeting of the government of the Township of Gloucester.

For the purpose of initial appointment of Public Officer following the adoption of this ordinance and through the year 2017, the Mayor of the Township of Gloucester designates Township Business Administrator as the Township's Public Officer to carry out the plans, purpose and directives of this ordinance.

"Qualified Rehabilitation Entity" The Municipality may administer this ordinance directly or it may designate a qualified rehabilitation entity to act as its designee for the purpose of exercising its rights, where that designation will further the rehabilitation and reuse of property consistent with the municipal plan and objectives. The appointment and designation of the qualified rehabilitation entity shall be made by the Mayor of the Township of Gloucester, which appointment and designation shall be made annually at the reorganization meeting of the government of the Township of Gloucester.

For the purpose of initial appointment of a Qualified Rehabilitation Entity following the adoption of this ordinance and through the year 2017, the Mayor of the Township of Gloucester designates the Gloucester Township Housing Authority as the Qualified Rehabilitation Entity, to provide for Affordable Housing and the utilization of Gloucester Township Affordable Housing Trust fund dollars (COAH) as part of the Township's Neighborhood Rehabilitation Program.

The Township shall appropriate sufficient funds through the use of Gloucester Township Affordable Housing Trust fund dollars (COAH) in such amounts determined sufficient to implement to program, which amount may be amended from time to time.

"Township" shall mean the Township of Gloucester, County of Camden, State of New Jersey.

D. Abandoned Properties Rehabilitation Act

The Township of Gloucester hereby adopts the New Jersey Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq.

E. Criteria for Determining Abandoned Properties

Pursuant to N.J.S.A. 55:19-81, any property that has not been legally occupied for a period of six months and which meets any one of the following criteria may be deemed to be abandoned property upon a determination by the designated "Public Officer" appointed by the Mayor of the Township of Gloucester that:

a. The property is in need of rehabilitation in the reasonable judgment of the Public Officer, and/or rehabilitation has taken place during that six month period;

b. Construction was initiated on the property and was discontinued prior to completion, leaving the building unsuitable for occupancy, and no construction has taken place for at least six months as of the date of a determination by the Public Officer pursuant to this section;

c. At least one installment of property tax remains unpaid and delinquent

on that property of the date of the determination by the Public Officer pursuant to this section; or

d. The property has been determined to be a nuisance by the Public Officer in accordance with N.J.S.A. 55:19-82.

F. Identification of Abandoned Properties

The Public Officer is directed to identify abandoned properties within the Township, place said properties on an abandoned property list to be established by the Public Officer, and provide notices and carry out such other tasks as are required to effectuate an abandoned property list as provided by law. The Public Officer may add properties to the list at any time.

G. Transfer of Possession and Control of Abandoned Property

Once a property is determined to be abandoned, a summary action by the Township may be filed in the Superior Court, County of Camden to transfer possession and control of said abandoned property in need of rehabilitation to the Township. Once authorized by the Court, the Township may take possession and control of said property and develop a rehabilitation plan.

SECTON 2. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this ordinance shall not be affected thereby and shall remain in full force and effect.

SECTION 3. All Ordinances or parts of Ordinances inconsistent with this amending Ordinance are hereby repealed to the extent of their inconsistencies only.

SECTION 4. This Ordinance shall be in full force and take effect twenty (20) days after final passage and publication, as required by law.

Introduced: September 26, 2016

Adopted:

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

_____
MAYOR

O-16-14

ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN AND STATE OF NEW JERSEY ADOPTING AMENDMENT NO. 5 AMENDING ORDINANCE O-97-017 COMMONLY KNOWN AS THE GLEN OAKS REDEVELOPMENT PLAN TO ALLOW ONE BILLBOARD ON BLOCK 4101, LOT 4 AS A PERMITTED USE PURSUANT TO N.J.S.A. 40A:12A-1 ET SEQ.

WHEREAS, the Township of Gloucester (the "Township"), in the County of Camden, State of New Jersey, has designated an area within the Township, known as the Glen Oaks Redevelopment Area, as being in need of redevelopment pursuant to N.J.S.A. 40A:12-1 *et seq.*; and

WHEREAS, in order to stimulate redevelopment the Township has adopted by Ordinance O-97-17 the Glen Oaks Redevelopment Plan; and

WHEREAS, the Glen Oaks Redevelopment Plan, as Amended by Ordinances O-01-14, O-11-08, O-14-03, and O-14-18, encompasses an area known as the Glen Oaks Redevelopment Area; and

WHEREAS, the Glen Oaks Redevelopment Plan provides a broad overview for the planning, development, and redevelopment of vacant and underutilized land; and

WHEREAS, the Township Council has determined that more specific plans are necessary in order to effectuate the redevelopment of certain areas within the Glen Oaks Redevelopment Area; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, a Governing Body may adopt, revise or amend a redevelopment plan for an "area in need of redevelopment"; and

WHEREAS, the Township has determined that it is in the best interest of the Township to further amend the Glen Oaks Redevelopment Plan, as Amended, as it pertains to the permitted uses and bulk and area standards that pertain to Block 4101, Lot 4 within the Township of Gloucester; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-7, the Planning Board has recommended the changes set forth in this Ordinance pursuant to Planning Board Resolution _____; and

WHEREAS, the Township Council has reviewed and accepted the recommendation of the Planning Board and has determined that it is in the best interest of the Township to adopt this Fifth Amendment to the Glen Oaks Redevelopment Plan, As Amended, to effectuate the redevelopment of Block 4101, Lot 4; and

NOW THEREFORE BE IT ORDAINED by the Township Council of the Township of Gloucester Township 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 add the following new subsection:

D. One (1) billboard shall be a permitted use on Block 4104, Lot 4 in the GI - General Industrial District subject to the following requirements:
    1. Compliance with Section 426.DD, Billboards and Outdoor Advertising Signs of the Gloucester Township Land Development Ordinance except as set forth below herein.
        a. Section 426.DD(3)(c) referencing Section 426.L(1), Prohibited Signs to allow a Multiple Message Sign as defined by N.J.A.C. 16:41C-2.1, Definitions.

b. Section 426.DD(6)(e) to allow a billboard less than 3,000 feet from an existing billboard on either side of the roadway.

2. Landscaping; Fencing/Buffering.
   a. In order to promote a desirable visual environment and maintain the development character and quality of the Township the property shall include a landscaped buffer/screen within a permanent easement along Lower Landing Road.
   b. The buffer/screen area shall be a natural feature planted and maintained with grass or other suitable ground cover together with a variety of evergreen trees and may also include deciduous trees, shrubbery, berms, and fencing and be so designed and planted in various concentrations, single and double staggered rows, and heights so as to screen existing land use activity.
   c. The buffer/screen area shall cause any buildings, structures, and outdoor storage of vehicles and equipment on the parcel to be obstructed from the line of sight from any public way located along Lower Landing Road to establish a viewshed that enhances the aesthetics of the development and the Township.

SECTION 2. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 3. This Ordinance shall take effect after final adoption and publication according to law.

ATTEST:
Introduced: September 26, 2016

_____
President of Council

Adopted:

_____
Township Clerk

_____
Mayor

O-16-15

ORDINANCE AMENDING CHAPTER 81 OF THE CODE OF THE TOWNSHIP OF GLOUCESTER ENTITLED, "VEHICLES AND TRAFFIC" OF THE CODE OF THE TOWNSHIP OF GLOUCESTER

BE IT ORDAINED by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey that Chapter 81-35 of the Code of the Township of Gloucester be and is hereby amended as follows:

SECTION 1. That Section 81-35B "Regulation for the Movement and the Parking of Traffic on Private Property Open to the Public to Which the Public is Invited (Retail Business)" be and is hereby amended to read as follows:

COMMERCE SQUARE III

Blackwood-Clementon Road (C.R. 534)

Regulations:

1. General Parking:
   A. All vehicles must park in designated areas and between the lines provided.
   B. Parking of vehicles, trailers, buses and recreational vehicles over three Tons Gross Vehicle Weight (GVW) is prohibited.
   Twenty-four (24) hour parking is prohibited for all vehicles.
   Violators are subject to fine up $1,000.00, subject to towing at owner's expense and/or subject to towing of vehicle at the owner's expense and/or imprisonment in the county jail for a term not to exceed ninety (90) days, or by a period of community service not to exceed ninety (90) days.

GLOUCESTER TOWNSHIP PREMIUM OUTLETS

100 Premium Outlets Drive

Regulations:

1. General Parking:
   A. All vehicles must park in designated areas and between the lines provided.
   B. Parking of vehicles, trailers, buses and recreational vehicles over three Tons Gross Vehicle Weight (GVW) is prohibited.
   Twenty-four (24) hour parking is prohibited for all vehicles.
   Violators are subject to fine up $1,000.00, subject to towing at owner's expense and/or subject to towing of vehicle at the owner's expense and/or imprisonment in the county jail for a term not to exceed ninety (90) days, or by a period of community service not to exceed ninety (90) days.

RELIABLE TIRES

805 North Black Horse Pike (C.R. 168)

Regulations:

1. General Parking:
   A. All vehicles must park in designated areas and between the lines provided.
   B. Parking of vehicles, trailers, buses and recreational vehicles over three Tons Gross Vehicle Weight (GVW) is prohibited.
   Twenty-four (24) hour parking is prohibited for all vehicles.
   Violators are subject to fine up $1,000.00, subject to towing at

owner's expense and/or subject to towing of vehicle at the owner's expense and/or imprisonment in the county jail for a term not to exceed ninety (90) days, or by a period of community service not to exceed ninety (90) days.

CHERRYWOOD PLAZA

1468 Blackwood-Clementon Road (C.R. 534)

Regulations:

1. General Parking:
   A. All vehicles must park in designated areas and between the lines provided.
   B. Parking of vehicles, trailers, buses and recreational vehicles over three Tons Gross Vehicle Weight (GVW) is prohibited.
   Twenty-four (24) hour parking is prohibited for all vehicles.
   Violators are subject to fine up $1,000.00, subject to towing at owner's expense and/or subject to towing of vehicle at the owner's expense and/or imprisonment in the county jail for a term not to exceed ninety (90) days, or by a period of community service not to exceed ninety (90) days.

MARKETPLACE @ CHEWS LANDING

1200 Chews Landing Road (C.R. 683)

Regulations:

1. General Parking:
   A. All vehicles must park in designated areas and between the lines provided.
   B. Parking of vehicles, trailers, buses and recreational vehicles over three Tons Gross Vehicle Weight (GVW) is prohibited.
   Twenty-four (24) hour parking is prohibited for all vehicles.
   Violators are subject to fine up $1,000.00, subject to towing at owner's expense and/or subject to towing of vehicle at the owner's expense and/or imprisonment in the county jail for a term not to exceed ninety (90) days, or by a period of community service not to exceed ninety (90) days.

1370 BLACKWOOD-CLEMENTON ROAD (C.R. 534)

Block 13303, Lot 2

Regulations:

1. General Parking:
   A. All vehicles must park in designated areas and between the lines provided.
   B. Parking of vehicles, trailers, buses and recreational vehicles over three Tons Gross Vehicle Weight (GVW) is prohibited.
   Twenty-four (24) hour parking is prohibited for all vehicles.
   Violators are subject to fine up $1,000.00, subject to towing at owner's expense and/or subject to towing of vehicle at the owner's expense and/or imprisonment in the county jail for a term not to exceed ninety (90) days, or by a period of community service not to exceed ninety (90) days.

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: September 26, 2016

Adopted:

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

_____
MAYOR

R-16:10-276

RESOLUTION AUTHORIZING PAYMENT OF BILLS

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	$ 6,848,552.79
CAPITAL ACCOUNT Per attached computer read out of the claims presented in the amount of	$ 569,017.66
DEVELOPERS ESCROW Per attached computer readout of the claims presented in the amount of	$ 3,407.25
TRUST Per attached computer readout of the claims presented in the amount of	$ 17,162.30
ANIMAL TRUST Per attached computer readout of the claims presented in the amount of	$ 22.80
MANUAL CHECKS Per attached computer readout of the claims presented in the amount of	$ 170,170.32

Adopted: October 12, 2016

PRESIDENT COUNCIL

ATTEST:

TOWNSHIP CLERK

R-16:10-277

RESOLUTION AUTHORIZING REFUNDS FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Refund for Building Permit number 2016-2110 in the amount of $163.00.

Payable to: ECC Roofing & Siding

Attn: Alison Campione
187 S. Route 73, Suite D
Hammonton, NJ 08037

ADOPTED: October 12, 2016

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK, RMC

Township Of Gloucester
Construction Department
1261 Chews Landing Road, Blackwood, NJ 08012
(856) 374-3500
Fax (856) 232-6229

To: Council

From: Bernie Shepherd, Construction Official

Re: Refund Request for: ECC Roofing & Siding
Attn: Alison Campione
187 South Route 73, Suite D
Hammontown, NJ 08037

September 27, 2016

This letter is a request for a refund for permit #2016-2110, 4 LaCosta Drive, in the amount of $163.00. The contractor obtained the permit for replacement of HVAC which was applied for and should have been paid by Advanced Air. This is a request to be placed on the October 12, 2016 meeting date.

Thank You,

Bernie Shepherd

R-16:10-278

RESOLUTION AUTHORIZING REFUNDS FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Refund for Building Permit number 2016-1404 in the amount of $80.00.

Payable to: The Neher Group, Inc.
1239 Revere Drive
Chalfont, Pa 18914
Attn: Jenn Reynolds

ADOPTED: October 12, 2016

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK, RMC

Township Of Gloucester
Construction Department
1261 Chews Landing Road, Blackwood, NJ 08012
(856) 374-3500
Fax (856) 232-6229

To: Council

From: Bernie Shepherd, Construction Official

Re: Refund Request for: The Neher Group, Inc
1239 Revere Drive
Chalfont, Pa 18914

October 3, 2016

This letter is a request for a refund for permit #2016-1404, 118 Monticello Drive, in the amount of $80.00. The homeowner has decided to use a different contractor. This is a request to be placed on the October 12, 2016 meeting date.

Thank You,

Bernie

Bernie Shepherd

R-16:10-279 **RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION FO REFUNDING FROM THE 2016 NJDOT TRANSPORTATION ALTERNATIVES PROGRAM – LAKELAND ROAD CONNECTOR TRAIL**

WHEREAS, the Township Council of the Township of Gloucester formally approves of the submitting of an electronic Application for Funding from the NJDOT Transportation Alternative Program for the Connector Trail along Lakeland Road, FURTHERMORE, the Council commits to the construction of and the maintenance of this project, and

WHEREAS, the project will connect the existing 2 mile long "Gloucester Township Health and Fitness trail" to the both the Camden County Bike Sharing program in the commercial district along the Black Horse Pike (NJ Route 168) and

WHEREAS, this project will not only enhance the function of the County Bike Sharing program it will contribute to the development of the Black Horse Pike Commercial district,

BE IT FURTHER RESOLVED that the Mayor, Administrator and/or Clerk are hereby authorized to sign the grant application where required, that the Township Engineer is authorized to prepare and submit the application on behalf of the Township of Gloucester and that their signature constitutes acceptance of the terms and conditions of the grant agreement.

NOT, THEREFORE, BE IT RESOLVED by the Township council of the township of Gloucester, of the County of Camden, of the State of New Jersey that they fully support this Transportation Alternative Program project.

Adopted: October 12, 2016

ATTEST:

_____
President of Council

_____
Township Clerk

R-16:10-280

RESOLUTION AUTHORIZING REFUNDING OF TAXES

BE IT RESOLVED by the Township Council of the Township of Gloucester to authorize the refunding of the following credit balances:

BLOCK	LOT	NAME AND ADDRESS	YEAR	AMOUNT	REASON
15607	2	Deneen Hall 3 Mercer Dr. Erial, NJ 08081	2016	$5,143.46	Overpayment

ADOPTED: October 12, 2016

Council President

Township Clerk

R-16:10-281

RESOLUTION AUTHORIZING THE TAX COLLECTOR TO HOLD A TAX LIEN SALE FOR CALENDAR YEAR 2016 AUTHORIZED BY P.L. 1997 CHAPTER 99

WHEREAS, P.L. 1997 c.99 permits the municipality to hold a Tax Lien Sale in the 12th month of the fiscal year, and

WHEREAS, the Governing Body of Gloucester Township is authorizing, directing and empowering the Tax Collector to hold said sale as mandated by N.J.S.A. Revised Statue 54:5-19, et seq., and to include all municipal real estate tax delinquencies after November 11, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Township Council of the Township of Gloucester that the Tax Collector to schedule and hold tax lien sale by December 31, 2016.

ADOPTED: October 12, 2016

ATTEST:

_____
President of Council

_____
Township Clerk

R-16:10-282

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER AUTHORIZING AN ELECTRONIC TAX SALE FOR CALENDAR YEAR 2016

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sale pursuant to rules and regulations to be promulgated by the Director of the Division of Government Services, and

WHEREAS, the Director of the Division of Local Government Services has promulgated rules and regulations for pilot programs, and

WHEREAS, the Director of the Division of Local Government Services has approved NJ Tax Lien Investors/RealAuction.com to conduct pilot programs, and

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more complete tax sale process, and

WHEREAS, the Township of Gloucester wishes to participate in the pilot program for an electronic tax sale.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Gloucester, that the Tax Collector is hereby authorized to complete an application to participate in the electronic tax sale program and submit same to the Director of the Division of Local Government Services.

Adopted: October 12, 2016

ATTEST:

_____
President of Council

_____
Township Clerk

R-16:10-283

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER AUTHORIZING MAILINGS AND FEE FOR MAILINGS FOR THE ELECTRONIC TAX SALE

WHEREAS, NJSA 54:5-19.1 authorizes electronic tax sales pursuant to rules and regulations to be promulgated by the Director of the Division of Local Government Services, and

WHEREAS, the rules and regulations require a municipality to send (3) notices of tax sale to all properties included in said sale; and

WHEREAS, the rules and regulations allow said municipality to charge a fee of $25.00 per notice for the creation, printing and mailing of said notice; and

WHEREAS, in an effort to more fairly assign greater fiscal responsibility to delinquent taxpayers, the Township of Gloucester wishes to charge $25.00 per notice mailed which will be assessed specifically to the delinquent accounts that are causing the need for a tax sale and not to the general tax base.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township that a fee of $25.00 per notice be established and is hereby authorized and directed to be charged for each notice of tax sale that is sent in conjunction with the 2016 tax sale.

Adopted: October 12, 2016

ATTEST:

_____
President of Council

ATTEST:

_____
Township Clerk

R-16:10-284

RESOLUTION FIXING THE RATE OF INTEREST TO BE CHARGED ON DELINQUENT TAXES, SEWER AND OTHER MUNICIPAL CHARGES AND SETTING THE GRACE PERIOD AND THE 6% YEAR END PENALTY

WHEREAS, N.J.S.A. 54:4-67 governs the interest rates to be charged on delinquent taxes and allows the governing body to set a grace period not to exceed the (10) days; and

WHEREAS, interest on delinquent taxes may be fixed at a rate of 8% on the first $1,500.00 of delinquency, and at a rate of 18% on that portion of the delinquent tax balance which is in excess of $1,500.00; and

WHEREAS, P.L.1991 c.75,s.3 provides that a penalty of 6% may be charged to a taxpayer with a delinquency in excess of $10,000.00 who fails to pay the delinquency prior to the end of the calendar year.

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

1. That the Tax Collector is hereby authorized and directed to charge 8% per annum on the first $1,500.00 becoming delinquent after the due date and 18% per annum on any amount of delinquency in excess of $1,500.00 becoming delinquent after the due date for nonpayment of taxes, sewer and other municipal charges.
2. That the Tax Collector is hereby authorized and directed to charge a 6% year end penalty to those properties who fail to pay delinquencies in excess of $10,000.00 prior to the end of the calendar year.
3. That the Tax Collector is instructed that no interest shall be charged if the payment of a tax installment is received by the Tax Collector within the tenth (10) day following the date upon which the tax installment become payable.
4.

Adopted: October 12, 2016

ATTEST:

_____
President of Council

_____
Township Clerk

R-16:10-285

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF CAMDEN AND THE TOWNSHIP OF GLOUCESTER FOR PARTICIPATION IN THE COUNTY-WIDE REGISTRATION PROGRAM ON ABANDONED AND VACANT PROPERTIES

WHEREAS, the present mortgage foreclosure crisis has serious negative implications for all communities trying to manage the consequences of property vacancies and abandoned real properties; and

WHEREAS, the County and Municipalities have a vested interest in protecting neighborhoods against decay caused by vacant and abandoned properties and conclude that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration and certification requirements on abandoned and vacant properties located within the Municipality; and

WHEREAS, the County of Camden has established a County-wide registration program administered by Community Champions Corporation that will catalogue each Abandoned Property within the Participating Municipality and identify a contact person to address safety and aesthetic concerns to minimize the negative impacts and blighting conditions that occur as a result of the foreclosures; and

WHEREAS, the County of Camden and the Township of Gloucester wish to enter into a Shared Services Agreement for the participation of the Township of Gloucester into the Gloucester County-wide registration program established by the County and administered by Community Champions Corporation; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes governmental entities to enter into Shared Services Agreements.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that the Mayor or Business Administrator of the Township of Gloucester be and is hereby authorized to execute a Shared Services Agreement between Camden County and the Township of Gloucester for participation in the County-wide registration program established by Camden County and administered by Community Champions Corporation; and

BE IT RESOLVED, that the Administrator of the County of Camden and the Township of Gloucester are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution.

Adopted: October 12, 2016

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

SHARED SERVICES AGREEMENT

by and between

TOWNSHIP OF GLOUCESTER

AND

CAMDEN COUNTY IMPROVEMENT AUTHORITY

FOR THE PARTICIPATION IN A COUNTY-WIDE REGISTRATION PROGRAM FOR ABANDONED PROPERTIES

Dated: _____

Prepared by: David C. Patterson, Esquire
CCIA Counsel

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT, ("Shared Services Agreement"), dated this ___ day of _____, 2016 , is made by and between the Township of Gloucester, a municipal corporation of the State of New Jersey ("Municipality"), and the **Camden County Improvement Authority**, a body politic and corporate of the State of New Jersey ("CCIA").

RECITALS

1. The Camden County Improvement Authority ("CCIA") is a body politic and corporate of the State of New Jersey with main offices located at Voorhees Town Center, 2220 Voorhees Town Center, Voorhees, NJ 08043;
2. The Township of Gloucester ("Municipality") is a municipal corporation of the State of New Jersey with offices located at P.O. Box 8, 1261 Chews Landing Road, Blackwood, New Jersey 08012;
3. The present mortgage foreclosure crisis has serious negative implications for all communities trying to manage the consequences of property vacancies and abandoned real properties;
4. The CCIA and Municipality have a vested interest in protecting neighborhoods against decay caused by vacant and abandoned properties and conclude that it is in the best interest of the health, safety, and welfare of its citizens and residents to impose registration and certification requirements on abandoned and vacant properties located within the municipality;
5. Community Champions Corporation is a corporation that provides Property Registration Programs pursuant to a contract with the CCIA;
6. The CCIA is establishing a County-wide registration program to be administered by Community Champions Corporation that will identify a contact person to address safety and aesthetic concerns to minimize the negative impacts and blighting conditions that occur as a result of the foreclosures;

7. The parties now wish to enter into a Shared Services Agreement for the participation of the municipalities into the County-wide registration program established by the CCIA and administered by Community Champions Corporation; and
8. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes governmental entities to enter into Shared Services Agreements.
9. The parties agree that their mutual public purpose and best interest will be promoted by the execution and delivery of this Shared Services Agreement pursuant to the powers conferred by the Uniform Shared Services and Consolidation Act.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the parties do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

It is the purpose and intent of the Municipality to establish a process to address the deterioration and blight of Municipal neighborhoods caused by an increasing amount of abandoned, foreclosed or distressed real property located within the Municipality, and to identify, regulate, limit and reduce the number of abandoned properties located within the Municipality.

It is the Municipality's further intent to participate in the County-wide registration program established by the CCIA and administered by Community Champions Corporation as a mechanism to protect neighborhoods from becoming blighted due to the lack of adequate maintenance and security of abandoned and foreclosed properties.

B. DESCRIPTION OF SERVICES.

The Municipality shall participate in the County-wide registration system, administered by Community Champions Corporation cataloging each Abandoned Property within the Municipality. Community Champions Corporation shall provide all the required services necessary to develop and implement the real property registry and fee collection program in accordance with the requirements of each Municipality's Ordinance and shall include, but not be limited to, the following:

1. Identify vacant/abandoned properties within the County of Camden, whether vacant or occupied, that is in default on a mortgage, has had a lis pendens filed against it by the mortgagee holding a mortgage on the property, is subject to an ongoing foreclosure action by the mortgagee, is subject to an application for a tax deed or pending tax assessors' lien sale, has been transferred to the mortgagee under a deed in lieu of foreclosure or ownership by Sheriff's Sale.
2. Notify mortgagee of its requirements to register vacant/abandoned properties, within ten (10) days of the date that the mortgagee declares default on a mortgage, has had a lis pendens filed against it by the mortgagee holding a mortgage on the property, is subject to an ongoing foreclosure action by the mortgagee, is subject to an application for a tax deed or pending tax assessors lien sale, has been transferred to the mortgagee under a deed in lieu of foreclosure or ownership by Sheriff's Sale.
3. Provide mortgagee detailed instructions on how to register the property, identifying information required to complete registry, access to the registry system, select and identify the local property manager and any other information necessary by the mortgagee to complete the registry of the property.
4. Train and provide support with the responsible person for the lender to electronically register the information.
5. Develop and design or acquire and maintain, through the duration of the engagement, a web-based electronic registry system that affords all mortgagees the opportunity to go on-line and register/abandoned properties as required by municipal ordinances.
6. Provide the CCIA free access to, and training on, the web-based electronic registry system and reporting tools. Also provide any necessary website and reporting tools support to the CCIA.
7. Include in the web-based electronic registry system, at no cost to the CCIA, any properties that have been registered in the County prior to the commencement of any Community Champion services hereunder.

8. Provide the record of vacant/abandoned properties, with mortgages declared to be in default, that have not been registered and the current status of the registration process for each property.
9. Provide the financial accounting of property registrations, identifying those that are in compliance with the ordinance as well as those that have not met its financial obligations.
10. Provide financial reports reasonably requested by the CCIA.

C. FEES.

Community Champions Corporation shall be the collector of the registration fee established by the municipality. The fee shall be apportioned and distributed as follows:

1. Community Champions Corporation shall receive a flat fee of $100.00 per house;
2. The second $100.00 shall be disbursed by Community Champions Corporation to the Municipality;
3. After Community Champions receives $100.00 and Municipality receives $100.00, the CCIA shall receive a portion of fee in excess of $200.00 up to a $100.00 maximum to the CCIA.
4. Any registration fee amount in excess of $300.00 shall be retained by the Municipality.

Neither Community Champions Corporation nor the CCIA shall be entitled to any fines levied by the Municipality for code violations or violations of the registration requirement.

D. DURATION OF AGREEMENT.

This Agreement shall become effective immediately upon authorization, execution and delivery by all parties.

This Agreement shall be effective for the period commencing upon the effective date of this Agreement and continuing through April 30, 2018 with three (3) one-year options to renew.

E. TERMINATION OF AGREEMENT.

1. This Agreement may be terminated by either party, at any time, with a minimum of thirty (30) days written notice to the other party.
2. Upon termination, any and all data collected by Community Champions Corporation up to the date of termination will remain the property of the parties to this Agreement.
3. Upon termination, a municipality will no longer have access to the program approved by Community Champions Corporation as part of this Shared Services Agreement.

F. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the CCIA, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither CCIA nor Municipality intends by the Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the CCIA pursuant to this Agreement.

G. INDEMNIFICATION.

a) During the term of this Shared Services Agreement, each entity shall indemnify and shall hold each other entity, the members of its governing body and its officers, agents and employees harmless against, and each indemnifying entity shall pay any and all liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which indemnified entity, the members of its governing body or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed, work performed, obligation undertaken or not performed in connection with the Project.

b) The indemnifying entity at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against any indemnified entity, the members of its governing body or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend any insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

(c) Each entity agrees as follow:

(i) Each entity shall give each other entity prompt written notice of the filing of each such claim and the institution of each such suit or action;

(ii) No entity shall, without the prior written consent of each other entity, adjust, settle or compromise any such claim, suit or action with respect to the Project.

H. COMPLIANCE WITH LAWS AND REGULATIONS.

Each entity agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this agreement.

I. INSURANCE.

At all times during the term of this Shared Services Agreement, each entity shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the Project as shall be determined to be reasonably required. Each entity shall be obligated to pay for the cost of all such insurance.

J. EVENTS OF DEFAULT.

Any one of the following shall constitute an event of default by defaulting entity:

1. continued breach by any such entity of any representation, warranty or covenant contained in this Shared Services Agreement within thirty (30) days after written notice of such breach has been sent by any other entity to the defaulting entity or, if such breach is of a type that cannot be cured within (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion;

2. failure by any defaulting entity to perform any other term or condition of this Shared Services Agreement within (30) days after written notice of such failure has been sent by any other entity or, if such failure is of a type that cannot be cured within (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion; or

3. the filing of a petition by the defaulting entity in bankruptcy or the filing of a petition in bankruptcy against defaulting entity which is not dismissed within sixty (60) days after such filing, or if defaulting entity is adjudged to be bankrupt or determined to be insolvent or if defaulting entity seeks reorganization or liquidation under any federal or State bankruptcy law, or if defaulting entity makes an assignment for the benefit of its creditors.

K. REMEDIES.

Whenever any Event of Default as described in paragraph J., above hereof shall have occurred and shall be continuing, and provided that prior written notice of the Default has been given to the Defaulting Party by the Non-Defaulting Party and the Default has not been cured, the Non-Defaulting Party may take whatever action may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the Defaulting Party under the terms of this Shared Services Agreement or may terminate this Agreement by written notice to the defaulting party.

L. NO REMEDY EXCLUSIVE.

No Remedy which is conferred upon or which is reserved to the parties herein is intended to be exclusive of any other available remedy or remedies, but each and every

such remedy shall be cumulative and shall be in addition to every other remedy which is provided under the terms of this Shared Services Agreement or which is now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

M. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

N. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant condition or agreement of any past, present or future officer, agent or employee of the Municipality or CCIA, in his or her individual capacity, and neither the officers, agents or employees of the Municipality or CCIA nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

O. MISCELLANEOUS.

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and be binding upon each other entity and their respective successors and assigns.

3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute be one and the same instrument.

5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

6. **Further Assurances and Corrective Instruments.** All entities shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them of any right which is not explicitly waived in this Shared Services Agreement.

9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey and to be performed entirely within such State, including all matters of enforcement, validity and performance.

P. EFFECTIVE DATE.

This Agreement shall be effective as of ____ day of _____, 2016, which date shall be considered the commencement date of this Agreement.

ATTEST:	**CAMDEN COUNTY IMPROVEMENT AUTHORITY**
_____	_____
JAMES LEX, ASSISTANT SECRETARY	**JAMES BLANDA, EXECUTIVE DIRECTOR**
ATTEST:	**MUNICIPALITY**
_____	_____
TOWNSHIP CLERK	**DAVID R. MAYER, MAYOR**

PROFESSIONAL CONSULTING CONTRACT

THIS AGREEMENT made and entered this May 1, 2016 between the ***Camden County Improvement Authority*** (hereinafter referred to as "*Authority*") and ***Community Champions Corporation*** hereinafter referred to as "***Property Registration Consultant***").

WITNESSETH:

WHEREAS, the Authority is in need of a Consultant to provide Property Registration Program services as identified in the Proposal attached hereto as Exhibit "A"; and

WHEREAS, the Authority solicited Competitive contracts to provide this service; and

WHEREAS, the above named is a Consultant licensed to practice in the State of Florida and who maintains an office located at *6767 N. Wickham Road, Suite 500,Melbourne, Florida 32940* and

WHEREAS, the "Local Public Contract Law", *N.J.S.A. 40A:11-1 et seq.*, requires the execution of written Contracts for the services awarded herein; and

WHEREAS, this Contract was advertised for and awarded pursuant to a "fair and open process" in accordance with N.J.S.A. 19:44A-20.4 et seq. or;

NOW, THEREFORE, IT IS AGREED between the parties that in consideration of the promises and covenants contained herein as follows:

1. ***CONTRACT AWARDED***

This Contract is awarded to secure the rendering of Professional Consulting Services to the Authority.

2. ***SERVICES TO BE PROVIDED BY PROPERTY REGISTRATION CONSULTANT***

The Property Registration Consultant shall perform the services in accordance with the terms and conditions of the Proposal attached hereto and incorporated by reference herein.

3. ***TERM***

The term of this Contract shall be:

From May 1, 2016 to April 30, 2018 with three (3) one-year options to renew. The option(s) to renew shall be at the sole discretion of the CCIA. However, either party may terminate this Agreement at any time on a minimum of sixty days written notice to the other, with or without cause.

4. ***COMPENSATION***

Community Champions shall charge a fee of $200 per registration for each property. This fee shall, per the RFP's requirements, be split 50% with the Camden County Improvement Authority (i.e. $100 kept by Community Champions and $100 remitted to the CCIA). Any additional monies collected over and above the first $200 per registration will be remitted to the individual municipality, as per the municipality's specific fee, as set by their local registration ordinance.

5. ***PROPERTY REGISTRATION CONSULTANT AS AN INDEPENDENT CONTRACTOR***

It is understood and agreed between the parties hereto that the Property Registration Consultant shall continue to maintain its office for the private practice of Consulting in Melbourne, Florida and represent such other private clients as may employ it. The Authority shall be under no obligation to provide rent, equipment, utilities, telephone, stationery, supplies, clerical staff nor other items generally assumed to be included in the overhead costs of the Consultant's private office unless otherwise stated herein.

6. ***AFFIRMATIVE ACTION***

During the performance of this Contract, the Property Registration Consultant agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in accordance with attached Exhibit "B".

7. ***ADDITIONAL WORK***

It is hereby agreed that the Property Registration Consultant will not undertake the performance of work and/or provide services which are outside the scope and purpose of this Contract without the express written authorization of the Authority.

8. ***HOLD HARMLESS AND INDEMNIFICATION***

The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the Camden County Improvement Authority and its officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgements and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

9. **INSURANCE**

Prior to commencing work, the Property Registration Consultant shall furnish the CCIA with a certificate of insurance as evidence that it has procured the insurance coverage required herein. This coverage must be provided by a carrier approved by the CCIA and rated appropriately through A.M. Best. Firms must give the CCIA a sixty day notice of cancellation, non-renewal or change in insurance coverage.

The Consultant shall provide and maintain the following minimum limits of insurance coverage during the period of performance required under the contract resulting from this Request for Proposals:

9.1 ERRORS AND OMISSIONS

$1,000,000.00 errors and omissions /malpractice

9.2 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Statutory coverage for New Jersey; $500,000.00 Employer's Liability;
Broad Form All-States Endorsement. (If applicable to services to be performed)

9.3 GENERAL LIABILITY

$1,000,000.00 per occurrence/$2,000,000.00 aggregate for bodily injury and property damage. The CCIA shall be named as additional insured with respect to general liability

9.4 AUTO LIABILITY

$1,000,000.00 per occurrence. This coverage is required if the operation of any vehicle is required in the performance of the services detailed herein (including but not limited to the use of a vehicle to make any on-site visits).

10. ***THIS AGREEMENT*** constitutes the full and complete understanding between the parties and any representations, whether oral or in writing not contained herein, will not be binding on the parties.

11. ***THIS AGREEMENT*** shall be interpreted in accordance with the laws of the State of New Jersey.

ATTEST:

J. W

CAMDEN COUNTY IMPROVEMENT AUTHORITY

BY:

ATTEST:

C O Shiflett

Catherine O. Shiflett

COMMUNITY CHAMPIONS CORPORATION

BY:

David Mulberry, President/CEO