GLOUCESTER TOWNSHIP COUNCIL MEETING
DECEMBER 28, 2016

PLEDGE ALLEGIANCE TO THE FLAG

INVOCATION: Pastor Linda Davis of the Harvest Church

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

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.

BIDS: 2017-Professional Services
Environmental Engineering and Licensed Site Remediation Professional Serivces (LSRP)

WAIVE THE READING AND ACCEPT THE MINUTES OF:
Regular Meetings November 28, and December 12, 2016

ORDINANCES: SECOND READING AND PUBLIC HEARING

O-16-20 ORDINANCE CREATING CHAPTER 47A OF THE CODE OF THE TOWNSHIP OF GLOUCESTER ENTITLED, "COMMUNITY CAT" ORDINANCE WHICH WOULD ESTABLISH REQUIREMENTS FOR CATS WITHIN THE TOWNSHIP OF GLOUCESTER

O-16-21 ORDINANCE AMENDING CHAPTER 81 OF THE CODE OF THE TOWNSHIP OF GLOUCESTER ENTITLED "VEHICLES AND TRAFFIC" OF THE CODE OF THE TOWNSHIP OF GLOUCESTER

O-16-22 ORDINANCE AMENDING CHAPTER 15 OF THE CODE OF THE TOWNSHIP OF GLOUCESTER ENTITLED, "POLICE DEPARTMENT" OF THE CODE OF THE TOWNSHIP OF GLOUCESTER

O-16-23 ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN AND STATE OF NEW JERSEY AMENDING ORDINANCE O-03-03 LAND DEVELOPMENT REGARDING FENCES, GARAGES, HOME OCCUPATIONS, FEES. ETC.

RESOLUTIONS:
CONSENT AGENDA

R-16:12-339 RESOLUTION AUTHORIZING THE PAYMENT OF BILLS

R-16:12-340 RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 – FINAL - FOR CROSSWALK IMPROVEMENTS – INTERSECTION OF CHEWS LANDING ROAD AND TAYLOR AVENUE IN THE TOWNSHIP OF GLOUCESTER

R-16:12-341 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER CAMDEN COUNTY NEW JERSEY AUTHORIZING THE TAX COLLECTOR TO CHARGE A FEE TO CANCEL TAX LIEN AS PART OF THE TAX SALE CERTIFICATE

R-16:12-342 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

R-16:12-343 RESOLUTION ESTABLISHING A CHANGE FUND FOR THE TOWNSHIP OF GLOUCESTER

R-16:12-344 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY AUTHORIZING THE ENTERING INTO A SHARED SERVICE AGREEMENT WITH THE BOROUGH OF SOMERDALE FOR THE PURCHASE OF "BRINE SOLUTION"

R-16:12-345 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY AUTHORIZING THE ENTERING INTO A SHARED SERVICE AGREEMENT WITH THE BOROUGH OF PINE HILL FOR THE PURCHASE OF "BRINE SOLUTION"

R-16:12-346 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY AUTHORIZING THE ENTERING INTO A SHARED SERVICE AGREEMENT WITH THE BOROUGH OF HADDONFIELD FOR THE PURCHASE OF "BRINE SOLUTION"

R-16:12-347 RESOLUTION AUTHORIZING REFUNDS OF ENCROACHMENT DEPOSITS

R-16:12-348 RESOLUTION AUTHORIZING REFUNDS OF ENCROACHMENT DEPOSITS

R-16:12-349 RESOLUTION AUTHORIZING REFUNDING OF TAXES

R-16:12-350 RESOLUTION AUTHORIZING THE TAX COLLECTOR TO CANCEL SMALL BALANCES ON PROPERTY TAXES IN THE TOWNSHIP OF GLOUCESTER

R-16:12-351 RESOLUTION AUTHORIZING THE TAX COLLECTOR TO CANCEL SMALL OVERPAYMENTS ON PROPERTY TAXES IN THE TOWNSHIP OF GLOUCESTER

R-16:12-352 RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR NEW VEHICLE WASH TREATMENT SYSTEM IN THE TOWNSHIP OF GLOUCESTER

R-16:12-353 RESOLUTION AUTHORIZING THE PARTICIPATION WITH THE COUNTY OF CAMDEN TO GO OUT FOR RFQ FOR THE MARKETING OF RECYCLABLES

REGULAR AGENDA

R-16:12-354 RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENT BETWEEN TOWNSHIP OF GLOUCESTER AND THE GLOUCESTER TOWNSHIP SUPERIOR OFFICERS

R-16:12-355 RESOLUTION TO MAKE BUDGET TRANSFERS BETWEEN APPROPRIATIONS IN THE CY 2016 GENERAL FUND BUDGET

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

GLOUCESTER TOWNSHIP
2017 - PROFESSIONAL SERVICES/RFQ'S
DECEMBER 14, 2017 @12:00PM

MUNICIPAL ARCHITECT
Feinberg & Assoc., P.C.
J.F. McKernan

ENERGY CONSULTANT
Blue Sky Power

SOLICITOR - ZONING BOARD
Anthony Costa

ENGINEER - ZONING BOARD
CME Associates
Churchill

ENGINEER - STREETS
Land Dimensions
CME Associates
Remington & Vernick

MUNICIPAL LABOR COUNSEL
Archer & Greiner
Parker McCay
Barker, Glefand & James

MUNICIPAL BOND COUNSEL
Waters, McPherson, McNeill, P.C.
Parker McCay

MUNICIPAL AUDITOR
Bowman & Co.

ENGINEER STORM DRAINAGE
Land Dimensions
CME Assoc.
CES

REDEVELOPMENT PLANNER/ARCHITECT
T and M
CME Associates

MUNICIPAL PUBLIC DEFENDER
Glen Leary

MUNICIPAL COURT CHIEF PROSECUTOR/MUNICIPAL PROSECUTOR
Wade, Long, Wood and Long, LLC

SPECIAL COUNSEL - WORKMEN'S COMP. INSURANCE PLAN
Capehart & Scatchard
Conner Strong & Buckelew

SPECIAL COUNSEL - SPECIAL LITIGATION
Archer & Greiner
Gibbons P.C.
Parker McCay
Barker, Gelfand & James

MUNICIPAL LAND USE ATTORNEY
Gibbons P.C.
Colleen Blanco Bezich, LLC

ECONOMIC DEVELOPMENT CONSULTANT
Triad

COMPUTER AND COMPUTER NETWORK CONSULTANT
All Covered

MEDIA CONSULTANT
Steve Acito

ENGINEER OF SIDEWALKS
Land Dimensions
CME Associates
Maser

ENGINEER OF RECREATION
Land Dimensions
Pettit
CME Assoc.

FINANCIAL ADVISOR
Acacia

REDEVELOPMENT ENGINEER
CME Assoc.
Pettit

PLANNING BOARD - ATTORNEY
FPSF- Florio, Perrucci, Steinhardt & Fadar

PLANNING BOARD - ENGINEER
CME Assoc.
Bach

PLANNING BOARD - CONFLICT ENGINEER
CME Associates
Remington & Vernick

PLANNING BOARD - TRAFFIC ENGINEER
CME Associates
Bach

CLINICAL SOCIAL WORKER
Michelle Selfridge

GRANTS/CDBG CONSULTANT
Triad

SUBSTANCE ABUSE ADVOCATE
Genesis

TAX APPEAL CONSULTANT
Professional Property Appraisers, Inc.

Respectfully Submitted:

Nancy Power
Assistant Clerk, RMC

GLOUCESTER TOWNSHIP
ENVIRONMENTAL ENGINEERING AND LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) SERVICES
DECEMBER 21, 2016

CME Associates
Brilliant Environmental Services
TTI Environmental, Inc.

Respectfully Submitted,

Nancy Power
Assistant Clerk, RMC

O-16-20

ORDINANCE CREATING CHAPTER 47A OF THE CODE OF THE TOWNSHIP OF GLOUCESTER ENTITLED, "COMMUNITY CAT" ORDINANCE WHICH WOULD ESTABLISH REQUIREMENTS FOR CATS WITHIN THE TOWNSHIP OF GLOUCESTER

WHEREAS. The municipality recognizes that a policy is necessary concerning cats within the community of the Township of Gloucester; and

WHEREAS. There exists the need to manage the increasing population of cats within the community; and

WHEREAS. The Township has a responsibility to protect public health and safety by managing animal control issues that are safe and humane; and

BE IT ORDAINED by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey creating Chapter 47A of the Code of the Township of Gloucester as follows:

SECTION 1. CHAPTER 47A "COMMUNITY CAT" ORDINANCE

47A-1. Definitions

47A-2 General Requirements

47A-3. Responsibility of Caregiver

47A4. Community Cat Management Initiatives/ TNR Program

47A5. Trapping of Cats by Non-Community Cat Caregivers

47A-6. Disposition Ear-Tipped Community Cats

47A-7 Resolution of Cat Complaint Procedures

47A-8 Enforcement of Community Cat Management Initiative/TNR Program

47A-9 Trapping Requirements

47A-10. Exemptions of Animals at Large

47A-11. Abandonment of Animal

ARTICLE I

47A.1. Definitions

A. Animal – means any live vertebrate creature including mammals, birds, reptiles, amphibians and fish, but not humans.

B. Animal Control Officer or ACO – means a person 18 years of age or older who has satisfactorily completed the course of study approved by the Commissioner of Health and Senior Services of the State of New Jersey and Police Training Commission as prescribed by paragraphs (1) through (3) of subsection a. of section 3 of N.J. P.L. 1983, c.525 (C.4:19-15.16a); or who has

been employed by the State of New Jersey in the capacity of, and with similar responsibilities to those required of, a certified animal control officer pursuant to the provisions of N.J. P.L.1983, c.525 for a period of three years before January 17, 1987.

C. Animal Rescue Organization – means an individual or group of individuals who, with or without salary or compensation, house and care for homeless animals in the home of an individual or in other facilities, with the intent of placing the animals in responsible, more permanent homes as soon as possible.

D. Animal Rescue Organization Facility – means the home or other facility in which an animal rescue organization houses and cares for an animal.

E. Animal Shelter – means any establishment where dogs, cats or other animals are received, housed and distributed, but not a pet store.

F. At Large – means that an animal is off the property of its owner and (i) the animal has entered upon the property of another person without authorization of that person, or (ii) the animal has entered onto public property, street or right-of-way, unless that animal is restrained by its owner, or a person caring for the animal on behalf of the owner, with a leash of no less than six feet in length, or other physical device, such that the animal is under the physical control of the owner or person caring for animal on behalf of the owner. Nothing in this definition is intended to prevent dogs being on training leashes or on a retractable leashes or being engaged in other appropriate activities under adequate, responsible adult supervision where care is taken to assure control as needed is available to prevent violations of this ordinance.

G. Cat – means a member of the species Felis Catus.

H. Cat of Licensing Age – means any cat which is not a community cat which has attained the age of seven months or, if age cannot be determined, a cat which possesses a set of permanent teeth.

I. Community Cat – means any free-roaming cat that may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be ferel. Community cats shall be distinguished from other cats by being sterilized and ear-tipped; community cats are exempt from licensing, stray and at-large provisions of this ordinance.

F. Community Cat Caregiver – means any person who in accordance with a community cat management/TNT program to trap, neuter, vaccinate for rabies, ear tip and return free roaming cats or feral cats:

1. Neuters, vaccinates for rabies, ear tips and returns one or more community cats;

2. Provides care, including food, shelter or medical care to the cat; or

3. Has temporary custody of the cat.

Free roaming cats cared for by the community may or not be ferel. A community cat caregiver shall not be considered to own, possess, keep or harbor a community cat.

G. Community Cat Colony – means a single community or a group of community cats that congregate together outside as a unit. Not every cat in a colony may be feral.

Any non-feral cats that congregate with a colony shall be deemed part of it.

H. Eartipping – means the straight-line cutting of the tip of one ear of a cat while the cat is anesthetized. Eartipping the left ear is the best and universally accepted practice, there may cats that may have been ear-tipped on the right ear.

I. Feral Cat – means a cat that is unsocialized to humans and has a temperament of extreme fear of, and resistance to, contact with humans. Feral cats are included in the definition of "community cats" as community cats and or may not be feral.

Feral Cats are:

1. Born in the wild; or

2. Offspring of socialized or feral cats and not socialized; or

3. Formerly socialized cats that have been abandoned and have reverted to an unsocialized state.

J. Foster Home – means placement by a n animal rescue organization of a cat or dog with an individual or group that is not an animal rescue organization for the purpose of temporarily caring for the cat or dog, without the individual or group assuming ownership, and with the intent of the individual or group relinquishing the cat or dog to the animal rescue organization or a suitable owner when one is located. A foster home may provide care to a cat or dog without the effect of the fostered cat counting toward a municipality's household pet limit and must comply with all the provisions in this ordinance.

K. Harbor – means the act of caring for and keeping an animal or the act of providing a premise or residence to which the animal returns for food, shelter or car, where the caregiver is providing the primary source of sustenance for the animal for at least ten days, whichever time is shorter.

Community cat caregivers do not harbor community cats for the purpose of this ordinance, but are subject to the provisions of this ordinance pertaining to community cats.

L. Kennels – means any establishment wherein or whereon the business of boarding or selling dogs or breeding dogs for the sale is carried on, except a pet shop.

M. Microchip – means an electronic animal identification device that is inserted into any animal,

typically on the back between the shoulder blades, by a veterinarian in accordance with professional medical standards.

N. Neuter – means to have a licensed veterinarian surgically sterilize the animal.

O. Nuisance – means disturbing the peace by:

1. Habitual or continuous howling barking, crying or screaming; or
2. The habitual and significant destruction, desecration or soiling of property against the wishes of the owner of the property, in particular, the creation of conditions leading to the excessive breeding of fleas or flies, odor or noises; or
3. Habitually chasing motor vehicle or other vehicles; or
4. Habitually chasing or otherwise molesting passerby; or
5. Habitually trespassing upon public or private grounds

Habitually means occurring on a least two separate occasions within a time period of one month; except that barking, howling, crying or screaming habitually, means making the sound persistently or continuously for at least 30 minutes occurring at least three separate times within a period of eight hours. Persistently or continuously means non-stop utterances for 30 consecutive minutes with interruption of less than 30 seconds at a time.

P. Owner – means any person, household, form, corporation or other organization who:

1. Possesses, harbors, keeps, has control of, a legal title to, a property interest in or permanent custody of any animal regulated by this ordinance; or
2. For three days or more has temporary custody of, keeps, possesses, or exercises control over any animal.
3. A person must be at least 18 years of age or older to be considered the legal owner of an animal. If a person is under the age of 18 they are considered to be the custodian or caretaker of the animal, the parent or legal guardian shall be considered the legal owner of the animal.

    i. For any one (1) accident in the amount of $500,000.00

    ii. For any aggregate of occurrences in the amount of $2,000,000.

Q. Pet Shop – means any place of business which is not part of a kennel, wherein animals, including, but not limited to, dogs, cats, birds, fish, reptiles, rabbits, hamsters or gerbils, are kept or displayed chiefly for the purpose of sale to individuals for personal appreciation and companionship rather than for business or research purposes.

R. Physical Control – means adequate ability to manage the actions of the animal to prevent

the animal from engaging in biting, physical aggression towards people or animals, straying, being at-large or other behaviors regulated by this ordinance or state law through the use of a proper leash attached to an appropriate collar or harness. To maintain physical control, the owner of the animal must have the animal on a leash not to exceed sic feet at its maximum extension.

S. Pound – means an establishment for the confinement of dogs, cats or other animals seized or captured by a municipality or the agent of a municipality under the provisions of this ordinance, or otherwise. This term is often applies to a municipal animal control facility or a private or no-profit animal shelter that contracts with one or more municipalities to hold such animals.

T. Proper Shelter – means a structure that:

1. protects an animal from weather and is sufficiently ventilated and insulated to provide refuge from precipitation, wind, extreme temperature and direct sunlight; and
2. is fully enclosed with walls on three sides, with a fourth wall having an entrance way large enough to allow the animal to enter and exit comfortable, but not so large as to allow all heat to escape in cold temperatures; and
3. has a solid, waterproof roof; and
4. has a solid floor that does not sag under the animals weight; and
5. has a door or flap covering the entranceway during temperatures of 40 degrees or below; and
6. is positioned at a sufficient elevation to prevent water from running into the structure; and
7. is small enough to retain the animal's body heat in cold weather and large enough for the animal to stand turn around and lay down in comfortably; and
8. is sturdy and structurally sound and in good repair; and
9. if it contains bedding such bedding shall be clean and dry; and
10. is surrounded by an area of at least five (5) feet that is clear of debris, feces and urine.

U. Severe Injury – means any physical injury that results in one or more broke bones or one or more lacerations requiring sutures, or an injury requiring reconstructive or plastic

surgery.

V. Shelter – means any establishment where dogs or other animals are received, housed and distributed.

W. STRAY: "Stray" means any animal that is found to be at-large, whether lost by its owner or otherwise, or that is on the common areas of apartments, condominiums, trailer parks or other multi-residential premises, and that does not have identification tag and for which there is no identifiable owner. The term "stray" shall not be applied to community cats managed in accordance with this ordinance.

X. SUFFICIENT FOOD: "Sufficient food" means access to uncontaminated, palatable food, appropriate for the species of animal, on a regular, ongoing basis in quantities sufficient to maintain a regular body weight as determined by Purina Body Score System or a veterinarian.

Y. SUFFICIENT WATER: "Sufficient water" means access to clean, potable water on a regular, ongoing basis in quantities sufficient to prevent the animal from experiencing dehydration.

Z. TNR: "TNR" means Trap-Neuter-Return

A1. TNR PROGRAM: "TNR Program" means a program pursuant to which community feral and stray cats are humanely trapped, spayed or neutered, vaccinated against rabies, and returned to the location at which they were trapped. A cat may receive a microchip as part of a TNR Program.

B1. TRAP/HUMANE TRAP: "Trap" or "Humane Trap" means any trap used to capture stray dogs or cats that is constructed so that it does not harm the animal.

C1. VETERINARIAN: "Veterinarian" means an individual who is licensed to engage in the practice of veterinary medicine in the State of New Jersey.

47A-2 – General Requirements

No person shall keep an animal on a property in a manner that causes one or more of the following: unsanitary conditions; infestation by insects or rodents; physical conditions that endanger the health or safety of humans.

No person shall maintain or feed any animal, domesticated or wild, in a manner that causes one or more of the following: unsanitary conditions; infestation by insects or rodents; physical conditions that endanger the health or safety of humans.

Community cat colonies shall be permitted, and caregivers shall be entitled to maintain

them, in accordance with the terms and conditions of this chapter.

47A-3 – Responsibilities of Caregiver

1. The caregiver shall provide for those animals sufficient food; sufficient water; proper shelter and protection from weather; veterinary care as needed to prevent suffering; and humane care and treatment.

2. The caregiver shall exercise reasonable care to guard against the animal creating a nuisance.

47A-4 - Community Cat Management Initiatives /TNR Program

The Township of Gloucester believes that the safest place for pet cats is indoors. The Township also recognizes that feral and community cats, as defined in this chapter, are not, in the vast majority of cases, suitable to be taken indoors as pets, and their home is outdoors. The Township further recognizes the need for innovation in addressing the issues presented by community cats.

The Township of Gloucester finds that properly managed community cats are part of the solution to reducing the numbers of feral cats in the Township and the rate of euthanasia of cats in area shelters.

Community cat colonies shall be permitted in the Township of Gloucester as part of a community cat management/TNR Program in accordance with the following provisions:

1. Community Cat Caregivers - Community Cat Caregivers must ensure community cats are sterilized, vaccinated against the threat of rabies, and ear-tipped, and must cooperate with the Municipality to abate any nuisance.

2. Location of Community Cat Colonies - All managed community cat colonies must be maintained in compliance with trespassing and property laws.

3. Requirements for exemptions from certain provisions of this chapter:

All cats that are part of an approved TNR/community cat program pursuant to this Chapter 47A must be sterilized, vaccinated against the threat of rabies, and ear-tipped for easy identification. If these requirements are met the community cat is exempted from licensing, stray and at-large provisions of this ordinance.

47A- 5 - Trapping of Cats by Non-Community-Cat-Caregivers

Trapping of community cats by those who are not community cat caregivers as defined in this ordinance, animal control officers employed by the municipality, or members of law enforcement, is prohibited unless the person trapping the cats is doing so for the purpose of providing medical attention for a sick or injured cat or for the purpose of TNR. Persons

who trap free-roaming cats for the purpose of TNR must comply with the provisions of this ordinance.

47A-6 - Disposition Ear-Tipped Community Cats

An Animal Control Officer who has trapped a cat whose left ear has been tipped or which bears some other distinguishing mark indicating that it belongs to a feral cat colony shall transport the cat to contracted municipal shelter, where the cat will be scanned of a microchip. If registered microchip is found, the registered owner or caregiver will be contacted and advised the cat is located at the Camden County Animal Shelter.

The owner or caregiver shall be responsible for retrieving the cat from the Camden County Animal Shelter within 15 business days or advising the shelter if the owner or caregiver does not intend to retrieve the cat.

If a trapped community cat is suspected of being rabid, the animal shall be immediately reported to the executive officer of the local board of health and to the Department of Health and Senior Services, and shall be quarantined, observed, and otherwise handled and dealt with as appropriate for an animal suspected of being rabid or as required by the Department of Health and Senior Services for such animals.

47A - 7 - Resolution of Complaints Procedures

The requirements of this article notwithstanding, animal control officers and police officers may investigate any nuisance complaint. If an animal control officer or police officer determines that an ear- tipped community cat is causing a nuisance as defined by this article, the animal control officer or police officer shall attempt to contact the caregiver or owner. The caregiver or owner shall begin nuisance abatement procedures within 48 hours and make all reasonable efforts to resolve the nuisance in as short a time period as possible, not to exceed 60 days. If the caregiver or owner fails to resolve the nuisance, the animal control officer may remove the cat. If an animal control officer removes a community cat, the receiving municipal shelter or animal control must notify the community cat caregiver and allow the caregiver to retrieve the cat from the pound for adoption or relocation. If an animal control officer or police officer reasonably determines that a cat is injured or poses a significant threat to public health, the officer may reduce the time that the owner or caregiver has to resolve the complaint, as necessary to protect the cat and public health, before taking further action. In the case of an emergency, the animal control officer or police officer may remove the cat, but within 24 hours the animal control officer must provide the caregiver or owner with notice of the cat's whereabouts and allow the caregiver

or owner an opportunity to retrieve the cat for treatment, return, or relocation.

Factors to be considered during the nuisance abatement process shall include:

a.) Recognition of the value of wildlife;

b) Recognition of the value of TNR in managing community cat colonies;

c) The availability of devices and strategies to minimize nuisance behavior by community cats that may have caused the complaint.

47A-8 - Enforcement of Community Cat Management Initiative/TNR Program

The Township of Gloucester shall have the following rights:

The right to seize or remove cats from a colony which have not been vaccinated against rabies and which are demonstrating signs of the disease.

The right to seize or remove a cat from a colony which is creating a nuisance as defined in this ordinance, after the community cat caregiver have been given 60 days to abate the nuisance or remove and relocate the cat and have failed to do so. The caregiver must begin nuisance abatement procedures within 48 hours after being notified of a nuisance by an animal control officer and must take reasonable steps to resolve the nuisance in as short a time as possible, not to exceed 60 days.

The right to seize or remove a cat or colony of cats when the community cat caregiver regularly fails comply with the colony care requirements of this ordinance and the caregiver has not been able to obtain a replacement or substitute caregiver within 30 days of the Municipality or animal control officer notice to the caregiver or owner of failure to comply with this chapter. If one or more cats are in danger due to a caregiver's lack of compliance, the caregiver or owner may work with other local caregivers to find a suitable replacement caregiver or relocate the cats.

47A – 9 - Trapping Requirements

It shall be unlawful for any person to use inhumane methods to capture dogs or cats. Traps and the trapping of dogs or cats must meet the following requirements:

1. Traps shall not be left unattended for more than two hours
2. Traps shall not be left set overnight unless traps are checked at least every two hours.
3. Traps shall not be left unattended for any length of time in temperatures below 45 degrees Fahrenheit or above 80 degrees Fahrenheit; in rain or snow; or in any other

extreme weather.

4. Traps utilized to capture cats shall be humane traps.

Any person who is found to be in violation of the provisions of this section shall be subject to a fine not exceed $ 100.00 for each offense.

47A- 10 - Exemptions for Animal at Large

A cat shall be considered exempt from these provisions if the ear-tipped cat is part of a community cat management/TNR program in accordance with this ordinance.

An ear-tipped cat part of TNR program without leash is considered walking freely is not considered an animal at large.

47A – 11 - Abandonment of an Animal

No person may desert or abandon any animal at any public or private location.

The practice of TNR and the provision of care to a community cat in accordance with the provisions of this ordinance do not constitute desertion or abandonment of the community cat. However, the placement of a cat at a community cat colony by a person other than the community cat caregiver constitutes abandonment.

Any person who is found to be in violation of the provisions of this section shall be subject to a fine not to exceed $100.00 for each offense.

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 12, 2016
Adopted:

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

_____
MAYOR

O-16-21

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 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:

Property:

COMMERCE SQUARE I and II
Blackwood-Clementon Road (C.R. 534) & Kelly Drivers Lane

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 at all times** except for deliveries.

   C. Parking of vehicles, boats or trailers with the intent to display for sale is prohibited at all times.

   Violators are subject to fine up $1,000.00, subject to towing at 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.

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 at all times** except for deliveries.

   C. Parking of vehicles, boats or trailers with the intent to display for sale is prohibited at all times.

Violators are subject to fine up $1,000.00, subject to towing at 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) (former East Side Mario's)
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 at all times** except for deliveries.

   C. Parking of vehicles, boats or trailers with the intent to display for sale is prohibited at all times.

   Violators are subject to fine up $1,000.00, subject to towing at 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.

K-MART/CHERRYWOOD SHOPPING CENTER
Blackwood-Clementon Road (C.R. 534) & Little Gloucester Rd. (C.R. 759)

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 at all times** except for deliveries.

   C. Parking of vehicles, boats or trailers with the intent to display for sale is prohibited at all times.

   Violators are subject to fine up $1,000.00, subject to towing at 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:
Adopted:

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

_____
MAYOR

O-16-22

ORDINANCE AMENDING CHAPTER 15 OF THE CODE OF THE TOWNSHIP OF GLOUCESTER ENTITLED, "POLICE DEPARTMENT" 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 15 of the Code of the Township of Gloucester be and is hereby amended as follows:

SECTION 1. That Chapter 15 "Police Department" be and is hereby amended to read as follows:

§ 15-3. Establishment.

A Police Department is hereby established in the Township of Gloucester, as an executive and enforcement function of the Township Government in accordance with Article X, Section 2.51 of the Gloucester Township Organizational Ordinance of 1982 (Chapter 2 of the Code of the Township of Gloucester).

The Police Department shall consist of the Chief of Police, A Deputy Chief of Police, Captains and such superior officers, officers of lesser rank, patrolmen and other personnel as may be, from time to time, authorized and funded by Township Council. The Chief of Police shall be appointed by the Mayor with the advice and consent of Township Council in accordance with Civil Service Rules and Regulations and he shall receive such compensation as shall be fixed from time to time by general salary ordinance.

§ 15-4. Line of Authority.

Township Council.

The Township Council and individual members thereof shall act in all matters relating to the police function in the municipality as a body, or through the Mayor; however, nothing herein contained shall prevent the appointment by the governing body of committees or commissions to conduct investigations of the operation of the Police force, and the delegation to such committees or commissions of such powers of inquiry as the governing body deems necessary or to conduct such hearing or investigation authorized by law. The Township Council may from time to time, by Ordinance and subject to law, prescribe the powers, functions and duties of the Chief of Police and other members of the Police Department as shall be deemed necessary for the effective government of the force. The Township Council also shall adopt general rules and regulations governing the Police Department and the discipline of its members as may be approved by the

Mayor.

B. Mayor.

Subject to State Statute, the Mayor as chief executive officer shall be the appropriate authority to direct and supervise the Chief of Police who shall be responsible for the day to day operation of all police functions of the municipal government. The Mayor, with the approval of Township Council, shall establish policies relating to the government, control, discipline and function of the police department and shall approve, prior to adoption, the rules and regulations for government of the police force and the discipline of its members as hereinafter provided. The Mayor or other executive or administrative officer charged with the general administrative responsibilities within the Township may, at any time, examine the operations of the police force or the performance of any officer or member thereof; and in an emergency situation, the Mayor may act or provide for the health, safety or welfare of the municipality through special emergency directives.

C. Chief of Police.

The direct supervision of the Police Department shall be vested in the Chief of Police, who shall see that the laws of the State of New Jersey and the Ordinances of the Township of Gloucester are faithfully executed and enforced. He shall recommend to the Mayor such measures as he shall deem necessary or expedient for the welfare of the Township and the organization, operation and development of the Police Department.

He shall be directly responsible to the Mayor for the efficiency and routine day to day operations thereof and he shall, pursuant to policies established by the Mayor:

(a) Administer and enforce rules and regulations and special emergency directives for the disposition and discipline of the force and its officers and personnel;

(b) Have, exercise, and discharge the functions, powers and duties of the force;

(c) Prescribe the duties and assignments of all subordinates and other personnel;

(d) Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercise under his direction and supervision;

(e) Report a least monthly to the Mayor in such form as shall be prescribed by the Mayor on the operation of the force during the preceding month, and make such other reports as may be requested by the Mayor.

The Chief of Police shall be the chief administrator of the Police Department and directly responsible to the Mayor for the enforcement of the duties of all personnel in the Department, all policy and all rules and regulations regarding the Department. He shall be responsible for the

keeping of a daily log of all activities of the Department, including, but not limited to, assignments to duty of all members and employees of the Department, arrests, investigations, accidents, crimes, complaints, warrants and all important and pertinent data related to the duties and activities of the Department.

D. Deputy Chief of Police.

The Deputy Chief of Police shall carry out and be responsible for fulfilling all of the functions of the Chief of Police should the Chief of Police be unavailable.

E. Captains.

Captains shall be in charge of the Divisions within the Department (Operations, Administration, and Community Services) and shall be responsible for both the operational and administrative functions of the same subject to the supervision of the Chief of Police.

Captains may be assigned other duties which may be required by the Chief of Police.

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 12, 2106

Adopted:

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

_____
MAYOR

O-16-23 ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN AND STATE OF NEW JERSEY AMENDING ORDINANCE O-03-03 LAND DEVELOPMENT REGARDING FENCES, GARAGES, HOME OCCUPATIONS, FEES, ETC.

BE IT ORDAINED by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey, that Ordinance O-03-03, known as the "Land Development Ordinance" be and is hereby amended, as follows:

SECTION 1. That Article IV, Zoning District Regulations, Section 401, General regulations, Subsection D(3), Non-Conforming Lots, titled "Expansion of building on undersized lot" be repealed and amended, as follows:

3. Reconstruction or expansion of building on undersized lot.

   a. Any existing lot on which a building or structure is located containing a permitted use in the zoning district and which lot does not meet the minimum lot size, frontage or depth may be reconstructed if damaged by fire, explosion, flood, windstorm, or act of God without any appeal for variance relief provided:

      i. The proposed building does not violate any other requirements of this Ordinance including, but not limited to, height, yard setbacks, building, and lot coverage for the zoning district.

         1. Multi-family dwellings and/or nonresidential uses may require site plan approval as per §801, Site Plan and Subdivision Approval Required.

   b. Any existing lot on which a building or structure is located containing a permitted use in the zoning district and which lot does not meet the minimum lot size, frontage or depth may have additions to the principal building and/or construction of an accessory building without any appeal for variance relief provided:

      i. The addition does not violate any other requirements of this Ordinance including, but not limited to, height, yard setbacks, building and lot coverage for the zoning district.

SECTION 2. That Article IV, Zoning District Regulations, Section 401, General regulations, Subsection E(4), Accessory Buildings, titled "Location and setback of accessory buildings" be repealed and amended, as follows:

4. <u>Location and setback of accessory buildings and structures</u>. An accessory building or structure may be erected in side and rear yard areas only and shall be set back from property lines as required in Article IV. In the event that no accessory building or structure setback is established in the particular district, the setback requirements for principal buildings shall apply. However, the minimum setback for any building and structure including but not necessarily limited to concrete, pavement, patio pavers and similar structures shall be at least three (3) feet.

SECTION 3. That Article IV, Zoning District Regulations, Section 422, Additional Uses and Structures Permitted in Residential Districts, Subsection 422.G, titled "Home Occupations" be repealed and amended, as follows:

G. HOME OCCUPATIONS. Home occupations shall be divided into the classes of minor home occupation and major home occupation. Minor home occupations shall be permitted upon application and grant of a zoning permit certifying compliance with subsection -1 below. Major home occupations shall be permitted upon application and grant of a conditional use permit by the Planning Board certifying compliance with subsection -2, below, which shall be conditional use permit criteria. This subsection shall not alleviate individuals or business establishments from obtaining any license or other permit required by municipal, county or state regulation, regardless of whether the use is a minor or major home occupation.

1. Minor home occupation. A minor home occupation shall meet the criteria within this subsection. The criteria for a minor home occupation are as follows:

   a. The use shall be conducted entirely within the primary dwelling or accessory building associated with it and shall be clearly incidental and secondary to the residential use of the premises and not change the residential character thereof and result in no incompatibility of the surrounding residential uses.

   b. No more than fifty percent (50%) of the first floor or basement area or two hundred fifty (250) sf., whichever is less, of the dwelling unit or accessory building on the same lot may be used for the minor home occupation.

   c. No display of products shall be visible from the street and no outdoor storage of equipment or materials used for the home occupation, nor shall any article be sold or offered for sale on the premises.

   d. No more than two clients, patrons, or customers may be on the premises for business or professional purposes at any one time.

   e. The residential character of the lot and building shall not be changed.

   f. No sounds emanating from the minor home occupation use shall be audible outside the residence or accessory structure, if applicable.

   g. No Home Occupation or equipment shall be used which will cause light, glare, noise, odor, vibration, or interference with radio and television reception in neighboring dwellings nor create nuisances by its operation.

   h. The minor home occupation shall not employ any person not resident on the premises in the performance of the occupation.

   i. No sign identifying or advertising the minor home occupation shall be permitted.

   j. Deliveries shall be limited to package (e.g., United Parcel Service) services or utilization of the owner's passenger vehicle and shall occur no more than once a day.

   k. No additional off-street parking to accommodate the minor home occupation shall be allowed.

   l. The minor home occupation shall not be open for customers, clients or patrons before 8:00 am on weekdays and 9:00 am on weekends nor after 6:00 p.m. on any day of the week.

   m. All residences having an approved Home Occupation shall comply with the land development ordinance and Township Code.

2. Major home occupation. A major home occupation shall meet the criteria within this subsection. The criteria for a major home occupation are as follows:

   a. The use shall be conducted entirely within the primary dwelling or accessory building associated with it and shall be clearly incidental and secondary to the residential use of the premises and not change the residential character thereof and result in no incompatibility of the surrounding residential uses.

   b. No more than fifty percent (50%) of the first floor or basement area or four hundred fifty (450) sf., whichever is less, of the dwelling unit or accessory building on the same lot may be used for the home occupation.

   c. No display of products shall be visible from the street and no outdoor storage of equipment or materials used for the home occupation, nor shall any article be sold or offered for sale on the premises.

   d. The residential character of the lot and building shall not be changed.

   e. No sounds emanating from the home occupation use shall be audible outside the residence or accessory building, if applicable.

   f. No Home Occupation or equipment shall be used which will cause light, glare, noise, odor, vibration, or interference with radio and television reception in neighboring dwellings nor create nuisances by its operation.

g. No major home occupation shall employ more than one non-resident of the premises.

h. One non-illuminated sign attached to a facade of the building, or, fence or wall, not to exceed two square feet, may be permitted identifying the major home occupation.

i. The major home occupation shall not reduce the parking or yard requirements of the dwelling.

j. Where parking is provided, no more than three (3) parking spaces per property, including required residential parking, shall be allowed. All parking associated with the home occupation shall be screened from view of any public street and adjacent properties using a combination of hedging, landscaping or fencing.

k. Deliveries shall be limited to package (e.g., United Parcel Service) services or utilization of the owner's passenger vehicle and shall occur no more than once a day.

l. The major home occupation shall not be open for customers, clients or patrons before 8:00 a.m. on weekdays and 9:00 a.m. on weekends nor after 6:00 p.m. on any day of the week.

m. No more than two clients, patrons, or customers may be on the premises for business or professional purposes at any one time.

n. All residences having an approved Home Occupation shall comply with the land development ordinance and Township Code.

3. Prohibited home occupations. The following uses are specifically prohibited as home occupations:

a. Automobile, motorcycle, lawn mower, or other motorized vehicle, boat, trailer, sales, repair, refurbishing, painting, detailing or servicing.

b. Barber shops and beauty salons.

c. Bed and breakfast accommodation.

d. Body piercing and tattooing.

e. Medical and dental offices.

f. Real estate office.

g. Spray painting and refinishing operations.

h. Taxi and limousine service.

i. Home occupations primarily involving public assembly.

j. Dispatch center where persons come to a site and are dispatched to other locations.

k. Rental businesses.

l. Excavating, landscaping, general contractors, and similar businesses.

m. Welding, machine shops, and similar fabrication businesses.

n. Veterinary clinics.

o. Kennels.

p. Towing services.

q. Sale, lease, trade, repair or other transfer of firearms or ammunition.

r. Sale and use of hazardous materials in excess of consumer quantities that are packaged for consumption by individual households for personal or household use.

s. Any other use deemed to be detrimental or inconsistent with the residential character of the neighborhood as determined by the Director of the Department of Community Development & Planning or designee.

SECTION 4. That Article IV, Zoning District Regulations, Section 402.F, ER – Environmental Residential District, Section 403.F, R-1 – Residential District, Section 404.F, R-2 – Residential District, Section 405.F, R-3 – Residential District, Section 406.F, R-4 – Residential District Section 407.F, RA – Residential District, Section 409.F, SCR – Senior Citizen Residential District, Section 410.G, GCR – Golf Course Residential District, Section 412.D, OR – Office Residential District, Section 414.F, CR – Commercial Residential District rows and columns within the table titled "Accessory Buildings Minimum Yard Depths and Height Limitations be deleted.

SECTION 5. That Article IV, Zoning District Regulations, Section 422, Additional Uses and Structures Permitted in Residential Districts, Subsection 422.H, titled "Off Street Parking and Private Garages" be repealed and amended, as follows:

H. PRIVATE GARAGES. Private garages for residential districts that permit private garages as an accessory use shall conform to the following requirements:

1. A private garage in a residential district shall be permitted only when used as an accessory building to a dwelling on the same lot.
2. No accessory dwelling shall be part of any garage.
3. A private garage may be either a separate building or it may be attached to as an integral part of the dwelling.
4. A detached private garage shall comply with the following requirements:
    a. Shall not exceed eight hundred (800) square feet.
    b. Shall not exceed fourteen (14) feet building height as defined by §202, Definitions.
    c. Shall not exceed nine (9) feet side wall height measured from the finish floor.
5. The area the private garage shall not exceed that of the principal building.
6. Only one private garage per residentially used lot shall be permitted.
7. Garages shall conform to the following setback requirements:
    a. Front yard: Not Permitted.
    b. Side yard: ten (10) feet minimum.
    c. Rear yard ten (10) feet minimum.

SECTION 6. That Article IV, Zoning District Regulations, Section 422, Additional Uses and Structures Permitted in Residential Districts, Subsection 422.L, titled "Residential Tool Shed" be repealed and amended, as follows:

L. RESIDENTIAL TOOL SHED. Private residential tool sheds shall comply with the following regulations:

1. A shed shall comply with the following general requirements:
    a. Shall not exceed one hundred sixty-eight (168) sf.
    b. Shall not exceed twelve (12) feet in height as defined by §202, Definitions.
    c. Shall not exceed nine (9) feet side wall height measured from finish floor.
    d. No more than one tool shed per lot shall be permitted.
2. A shed shall conform to the following setback requirements:
    a. Front yard: Not permitted.
    b. Side yard: three (3) feet minimum if one hundred (100) sf. or less in floor area and five (5) feet minimum if larger.
    c. Rear yard: three (3) feet minimum if one hundred (100) sf. or less in floor area and five (5) feet minimum if larger.

SECTION 7. That Article IV, Zoning District Regulations, Section 424, Driveways (Residential) be and amended to add the following:

H. No driveway shall be located closer than three (3) feet to a side or rear property line, except in the event that a driveway is shared among two individual properties or in instances approved by the Director of Community Development & Planning.

I. No curb cut to a single family or two-family dwelling shall exceed twenty-four feet (24) feet in width at the right-of-way line.

SECTION 8. That Article IV, Zoning District Regulations, Section 425, Fences, Hedges, Walls be repealed and amended, as follows:

A. GENERAL REGULATIONS. Fences, hedges and walls shall not project past the front wall of the building or the side wall of a corner building, except as noted below.

B. INTERSECTION REGULATIONS.

1. At or near an intersection of two (2) or more streets, no fence, hedge, wall, shrubbery or other similar matter shall be permitted to obstruct the view of motorists traveling on either intersecting street, regardless of the regulations specified below.

2. In the case of fences, walls or hedges in front yards, the heights shall not be more than thirty-six (36) inches in residential districts or upon which is located a residential use, except on corner lots where it shall not be more than thirty (30) inches. These height limitations shall be applicable for a sight triangle distance of seventy-five (75) feet from the point of intersection of the face of curblines or edges of pavement, whichever applies.

C. OTHER HEIGHT RESTRICTIONS.

1. Fences, hedges and walls parallel with side and rear lot lines on land that is either zoned for a residential use or upon which is located a residential use may be erected, altered or reconstructed to a height not to exceed six (6) feet above ground level.

2. Reserved.

3. Fences, hedges and walls enclosing residential property having a height that is greater than thirty-six (36) inches, or thirty (30) inches on corner lots shall comply with the following setbacks. The purpose of this requirement is to maintain a clear sight distance for the safety of vehicular traffic movements on public rights-of-ways and in and out of driveways.

a. Corner Lots:

(1) On the street side parallel with the front door to the building the fence shall be setback at least twenty (20) feet from the front property line or the distance of the front of the building, whichever is greater.

(2) On the secondary street parallel with the side of the building the fence shall be setback at least fifteen (15) feet from the front property line.

(a) Buildings angled on the lot the front door setback requirement noted above shall apply to the street address.

b. Interior Lots:

(1) Fence shall be setback at least twenty (20) feet from the front property line or the distance of the front of the building, whichever is greater.

c. Exception

(1) Fence height outside the seventy-five (75) foot sight triangle on corner lots or along the frontage of interior lots may be increased

not to exceed four (4) feet if the fence is more than fifty (50%) percent open as determined by the Zoning Officer.

4. Any fence or wall enclosing non-residential property shall be limited to eight (8) feet in height except within the front yard where the height shall be limited to six (6) feet.

5. Notwithstanding these regulations, the following exceptions to the height regulations shall be permitted.

   a. A dog run or privacy area may have fencing a maximum of seven (7) feet in height provided such area is located in rear yard areas only and is set back from any lot line at least fifteen (15) feet.

   b. A tennis court shall be, located in rear yard areas only, may be surrounded by a fence a maximum of fifteen (15) feet in height; said fence to be set back from any lot line the distances required for principal buildings in the zoning district as stipulated in this Article.

D. CLEAR SIGHT DISTANCE. In no case shall a fence, hedge or wall be permitted, unless the Zoning Officer determines that such fence, hedge or wall does not impair necessary visibility for safe traffic movement.

E. ERECTION WITHIN PROPERTY LINES; ENCROACHMENT. All fences, hedges, walls and/or shrubbery shall be erected within the property lines, and no fence, hedge, wall and/or shrubbery shall be erected so as to encroach upon a public right-of-way; and no fence, hedge, wall and/or shrubbery shall be erected so as to encroach upon any recorded easement, unless, in the discretion of the Zoning Officer such encroachment will not defeat or interfere with the purpose of the easement and an appropriate release and waiver is presented as part of the application. The applicant shall be required, as part of the application.

   1. To secure the signed consent of the Responsible Authority that the encroachment into the easement is not objected to.

   2. To sign a release acknowledging that if the fence, etc. does defeat or interfere with the easement, that the applicant agrees to remove it, and

   3. To hold the Township free and harmless from liability.

F. FINISHED SIDE. The finished side of all fencing shall face outwardly and no fencing shall be installed so as to change or add to the natural flow of surface water onto adjoining or adjacent property.

G. MAINTENANCE. All fences, hedges, walls and/or shrubbery shall be maintained in a safe, sound and upright condition.

H. UNSAFE FENCES AND WALLS; NOTICE TO REMOVE OR REPAIR. If the Zoning Officer, upon inspection, determines that any fence, wall or any portion of any fence or wall is not being maintained in a safe, sound or upright condition, he shall notify the owner of such fence or wall, in writing, of his findings and state briefly the reasons for such findings and order such fence or wall or portion of such fence or wall repaired or removed within fifteen (15) days of the date of the written notice.

I. WALLS FOR RETAINING EARTH EXCEPTED. These restrictions shall not be applied so as to restrict the erection of a wall for the purpose of retaining earth.

J. RESIDENTIAL SWIMMING POOL. A private residential swimming pool area shall be surrounded by a fence at least four (4) feet, but no more than six (6) feet, in height (*see* Chapter 75 for additional standards)

K. LANDSCAPE PLAN. Fencing and walls for all uses requiring site plan approval shall be considered within the overall context of a landscape plan that considers the function and aesthetic quality of the fencing or wall.

L. PROHIBITED TYPES. No fence or wall shall be erected of wire, including but not limited to hardware cloth, livestock wire, and barbed wire, topped with metal spikes, broken bottles and glass, corrugated metal, cloth, snow fencing that is fabric or natural wood nor constructed of any material not commonly used for fencing or in any manner which may be dangerous to persons or animals and shall be of identical materials and design along a lot line, except that barbed wire may be used on any

fencing securing high voltage or telecommunications facilities from trespass; livestock wire may be used for securing livestock on properties approved as a farm use; and chain link is an approved type of fencing.

M. LIMITATIONS ON CHAIN LINK. Chain link fences on residential properties shall not exceed a four (4) feet height and are prohibited from having privacy screens including but not limited to slats, weaves, cloths, or other prohibited materials as determined by the Zoning Officer.

SECTION 9. That Article VII, Development Application Review Procedures, Section 709, titled "Appeal of Zoning Board Decision" be repealed and amended, as follows:

A. RIGHT OF APPEAL. Any interested party may appeal any final decision of the Zoning Board of Adjustment Superior Court, as provided for by law.

SECTION 10. That Article VIII, Application Submission Requirements, Section 801, Site Plan and Subdivision Approval Required, Subsection A(2), title "Site Plan" be repealed and amended, as follows:

2. Site plan approval is not required to permit a change of use that involves an existing structure if there is an existing site plan approval on file and the change of use does not necessitate any new construction with the exception of minor interior renovations; does not require any site improvements effecting bulk and/or setback regulations or revisions to adopted design standards such as parking and access; and does not require use variance approval under the provisions of *N.J.S.A.* 40:55D-70d.

SECTION 11. That Article IX, FEES, GUARANTEES, INSPECTIONS, AND OFF-TRACT IMPROVEMENTS, Section 901, titled "Application and Escrow Fees" be amended to add the following category:

PRELIMINARY OR FINAL SUBDIVISION OR SITE PLAN APPROVAL EXTENSION

Filing Fee	$50.00
Escrow Fee:	$250.00

SECTION 12. That Article IX, FEES, GUARANTEES, INSPECTIONS, AND OFF-TRACT IMPROVEMENTS, Section 902, Affordable Housing Fees and Procedures, Subsection D, Residential Development Fess, subparagraph (2)(c)(4), titled "Eligible exactions" be repealed and amended to add the word "Reserved."

SECTION 13. 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 14. 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 15. This Ordinance shall take effect immediately after final passage and publication as required by law.

Introduced:

Adopted:

ATTEST: PRESIDENT OF COUNCIL

TOWNSHIP CLERK, RMC

MAYOR

R-16:12-339

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	$ 517,075.32
CAPITAL ACCOUNT Per attached computer read out of the claims presented in the amount of	$ 710,397.41
TRUST Per attached computer readout of the claims presented in the amount of	$ 28,869.44
ANIMAL TRUST Per attached computer readout of the claims presented in the amount of	$ 908.00
DEVELOPERS ESCROW Per attached computer readout f the claims presented in the amount of	$ 9,356.50
MANUAL CHECKS Per attached computer readout of the claims presented in the amount of	$ 385,517.85

Adopted: December 28, 2016

PRESIDENT COUNCIL

ATTEST:

TOWNSHIP CLERK

R-16:12-340

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 - FINAL - FOR CROSSWALK IMPROVEMENTS – INTERSECTION OF CHEWS LANDING ROAD & TAYLOR AVENUE IN THE TOWNSHIP OF GLOUCESTER

WHEREAS, it was necessary to make changes in the scope of work to be done in completing the Crosswalk Improvements – Intersection of Chews Landing Road and Taylor Avenue in the Township of Gloucester,

WHEREAS, Change Order No. 1 -FINAL was developed to itemize and authorize those changes;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that Change Order No. 1 – FINAL is hereby authorized and approval is hereby granted to revise the contract cost from $39,705.98 to $36,769.31.

Adopted: December 28, 2016

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

R V **REMINGTON & VERNICK ENGINEERS**
CHANGE ORDER #1 FINAL

CONTRACTOR:
TECHNA-PRO ELECTRIC, LLC
100 PIKE ROAD, BLDG. B
MOUNT LAUREL, NJ 08054
856-802-9940

10/27/16

NAME OF PROJECT:
CROSSWALK IMPROVEMENTS AT INTERSECTION OF CHEWS LANDING ROAD
PROJECT NUMBER:
0415T735.i
CLIENT:
TOWNSHIP OF GLOUCESTER
REASON FOR CHANGE: FINAL ADJUSTMENT OF AS-BUILT QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
6E	TRAFFIC MARKINGS THERMOPLASTIC	102	SF	$4.85	$494.70
					$494.70
REDUCTIONS					
3R	CONCRETE SIDEWALK, 4" THICK	11.8	SF	$145.50	$1,716.90
4R	PUBLIC SIDEWALK RAMP DETECABLE WARNINGS, TRUNCATED DOMES	8	SF	$145.50	$1,164.00
5R	9" X 18" CONCRETE CURB	14	LF	$19.40	$271.60
7R	REGULATORY & WARNING SIGN	5.75	SF	$48.50	$278.87
					$3,431.37

ORIGINAL CONTRACT AMOUNT	**$39,705.98**
+ SUPPLEMENTAL	$0.00
+ EXTRA	$494.70
- REDUCTION	($3,431.37)
ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1 FINAL	**$36,769.31**

ACCEPTED BY:

11-30-16
Techna-Pro Electric, LLC — Date

11/30/16
Chief Inspector — Date

12/1/16
Municipal Engineer — Date

APPROVED BY:

Township of Gloucester — Date

R-16:12-341

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER CAMDEN COUNTY NEW JERSEY AUTHORIZING THE TAX COLLECTOR TO CHARGE A FEE TO CANCEL TAX LIEN AS PART OF THE TAX SALE CERTIFICATE

WHEREAS. Township Council of the Township of Gloucester has determined the need to ensure that tax sale certificates that are redeemed are properly canceled and removed from the County of Camden records; and

WHEREAS. Currently property owners and title companies receive a copy of the redeemed tax sale certificate but the lien is not formally removed from Camden County records; and

WHEREAS. The Tax Collector is requesting authorization to include the fee to cancel the recorded tax lien as part of the tax sale certificate at the rate the County of Camden requires to remove the tax lien; and

WHEREAS. The Township Council of the Township of Gloucester has determined that this would ensure a more efficient process.

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester is hereby authorized to allow the Tax Collector to include the fee to cancel the recorded tax lien as part of the tax sale certificate at the rate the County of Camden requires to remove the tax lien for all tax sale certificates.

DATED: December 28, 2016

_____
PRESIDENT OF COUNCIL

ATTEST

_____
TOWNSHIP CLERK

R-16:12-342

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 28, 2016

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

AWSCC
Animal Welfare Society of Camden County

camden county
ANIMAL SHELTER

SHELTER SERVICES AGREEMENT

This agreement is made on November 23, 2016, by and between the Animal Welfare Society of Camden County, Inc. (AWSCC), with its principal place of business located at 125 County House Road, Blackwood, New Jersey 08012, and the Township of Gloucester, a body politic and corporate, with its principal place of business located at P.O. Box 8, 1261 Chews Landing Rd. Blackwood, New Jersey, 08012.

WITNESSETH:

WHEREAS, the Municipality requires the provisions of animal shelter services; and

WHEREAS, the required animal shelter services to be provided are extraordinary, unspecifiable services and/or professional services; and

WHEREAS, AWSCC is able to competently provide to the Municipality the required shelter services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties hereby agree as follows:

1. **TERM.** The term of this agreement shall be for 12 months, commencing on January 1, 2017 and running through December 31, 2017.
2. **SCOPE.** The AWSCC shall provide the following services in accordance with applicable federal, state and local laws, statutes, rules and regulations:
   A. House, shelter, feed and care for all felines and canines found or otherwise acquired by or in the Municipality, with the exception of any injured or sick felines or canines obtained within the Municipality that have been diagnosed with or are suspected of having a communicable disease, which are determined by the AWSCC to endanger the health of the other animals at the shelter. In addition, any felines or canines adopted from another shelter, including but not limited to Animal Adoption Center, Animal Orphanage, and Animal Welfare Association, must be returned to said shelter, unless a surrender to AWSCC is approved by the AWSCC Executive Director.
   B. Treat as medically necessary, or euthanize on the recommendation of a veterinarian all animals found or otherwise acquired by or in the Municipality, which are impounded at

the shelter. With the exception of those found seriously ill or injured by the Animal Control Officer, in which case appropriate emergency treatment must be provided by a veterinarian at the sole cost and expense of the Municipality, before said animal is surrendered to the shelter. If, within 24 hours of being received into the shelter, it is determined an animal should have received emergency veterinary care before being brought to the shelter, the township will be responsible for reimbursing AWSCC the costs of the emergency treatment that AWSCC incurs for said animal within thirty (30) days of invoice.

C. Euthanize animals when necessary, pursuant to AWSCC policy, found or otherwise acquired by or in the Municipality, which are impounded at the shelter.

D. Sterilize, vaccinate, and return any feral cats to a community cat caregiver or owner which pose no threat to the health or safety of the public.

E. On an emergency basis, at the discretion of AWSCC, house, shelter, feed and care for animals of another species which is not canine or feline, subject to an additional $60.00 per day boarding fee.

F. Accept road killed animals, except skunks and deer, which are contained within a sealed plastic bag. All road killed animals shall be labeled with the name of the animal control officer, the date, the municipality in which the road kill was found, the species, and any other pertinent information.

3. MUNICIPALITY RESPONSIBILITIES.

A. The Municipality shall compensate the AWSCC: $96,000 per 12 months for basic shelter services for 960 animals per calendar year, payable on a monthly basis at $8,000 per month, due within 30 days of the invoice date. An additional charge of $100.00 per animal will be assessed for any animal placed with AWSCC above the allotted 960 animals per calendar year.

B. The Municipality shall be responsible for the reimbursement of all costs for emergency medical attention that is required for an impounded animal that is delivered to the shelter by the Municipality's Animal Control Officer, when that animal should have received

emergency medical attention pursuant to NJ.A.C. 8:23A-1.12 prior to delivery to the shelter.

C. The Municipality shall give notice to the AWSCC of any planned action which may result in the Municipality's Animal Control Officer's placement of 7 or more animals from a single household, colony, trapping action or other planned action. 48 hours notice must be given for any such placement by the Municipality's Animal Control Officer, unless the placement will occur on a holiday in which case 72 hours notice must be given. Notice shall include the approximate number and type of animals, the municipality of origin, and the anticipated condition of these animals. Notice may be given via phone or in person by the Municipality's Animal Control Officer, to the AWSCC Executive Director, Board President, or Board Vice-President, but not via email or phone message, or to anyone else.

D. For any animals placed at AWSCC which must be held pending a resolution by the Courts or by another determination out of the control of AWSCC, the Municipality shall be billed at a rate of $15 per day per cat and $30 per day per dog.

E. Unless previously approved by the AWSCC Executive Director, Board President, or Board Vice-President, no more than 40 animals per one Monday through Sunday week (7 day) period may be brought to AWSCC from one Municipality.

F. **PAYMENT FOR INVOICES SHALL BE MADE BY THE MUNICIPALITY WITHIN THIRTY (30) DAYS AFTER RECEIPT OF INVOICE FOR SERVICE. PAYMENTS MADE THEREAFTER SHALL BE SUBJECT TO A LATE PAYMENT CHARGE ON THE UNPAID BALANCE REMAINING AT A RATE OF TEN PERCENT (10%) PER ANNUM. SHOULD THE MUNICIPALITY FAIL TO PAY ANY INVOICE, AND SUCH FAILURE IS NOT CURED WITHIN SIXTY (60) DAYS, AWSCC SHALL BE PERMITTED TO SUSPEND SERVICE WITHOUT ANY FURTHER WRITTEN NOTICE OF SAME.** At AWSCC's option, AWSCC may pursue any available remedy at law or in equity in addition to collecting the late payment charge and/or any outstanding principal amount due from the Municipality under the provisions of this Agreement for its Term. This provision shall

survive the termination of this Agreement, subject to the limitations and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-2, all rules, regulations made pursuant to same, and all other applicable law.

G. The Municipality and AWSCC, respectively, shall defend, indemnify and hold harmless the other party, its officers, agents and employees, from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Municipality's or AWSCC's, its officers', agents', and employees' intentional or negligent acts or omissions in connection with this agreement.

4. **OTHER CHARGES.** The AWSCC retains the right to impose fees on the Municipality's residents for, among other things, the reclamation, adoption and/or surrender of an animal pursuant to this list of charges attached hereto and made a part hereof. The AWSCC reserves its right to amend its charges consistent with the proper fiscal management of the shelter and/or economic conditions relating to the cost of providing these services. In the event AWSCC waives or reduces any fee, penalty or other charge, such modification is not a waiver of any rights under this Agreement.

5. **WHO IS BOUND.** Each person who signs this Agreement is bound by this Agreement. Anyone who succeeds to any party's rights and responsibilities, such as heirs or the executor of a Part's estate, is also bound.

6. **AUTHORIZATION.** The parties hereby represent and warrant that they each have the requisite power and authority to make and perform the obligations under this Agreement, and that the execution of this Agreement has been duly authorized by all requisite corporate action, if necessary.

7. **CAPTIONS.** The captions in this Agreement are inserted only as a matter of convenience and for ease of reference and in no way define, limit, enlarge or describe the scope or intent of this Agreement, nor shall they in any way affect this Agreement or the construction of any provision.

8. **ENTIRE AGREEMENT.** This Agreement sets forth all promises, agreements, conditions and understandings either oral or written among them or other than as are herein set forth. No

subsequent alteration, amendment, change or addition to this Agreement shall be binding on any party unless made in writing, approved in writing by the board of directors and signed by all parties.

9. **COUNTERPARTS AND FACSIMILE.** This Agreement may execute in one or more counterparts, including by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Municipal Representative:

_____

Printed Name

_____

Signature

_____ _____

Title Date

Witnessed or Attested by:

_____

Printed Name

_____

Signature

_____ _____

Title Date

AWSCC Representative:

Vicki Rowland

Printed Name: Vicki Rowland

Vicki Rowland

Signature: Vicki Rowland

Executive Director, AWSCC 11/23/2016

Title Date

Witnessed or Attested by:

Michael Bricker

Printed Name: Michael Bricker

M. Bricker

Signature: Michael Bricker

Operations Manager, AWSCC 11/23/2016

Title Date

R-16:12-343

RESOLUTION ESTABLISHING A CHANGE FUND FOR THE TOWNSHIP OF GLOUCESTER

WHEREAS, N.J.S.A. 40A:5-21 authorizes the establishment of change fund in any county or municipality by application and resolution; and

WHEREAS, it is the desire of the Mayor and Council of the Township of Gloucester, County of Camden, State of New Jersey to increase the change fund in the Tax Office from $400.00 to $1,400.00; and

WHEREAS, the custodian for this fund will be the Tax Collector, who is bonded and shall maintain records for this fund in a manner conducive to proper accounting and auditing procedures; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of The Township of Gloucester authorizes such action and that two copies of this resolution with the Division of Local Government Services, New Jersey Department of Community Affairs for approval.

Adopted: December 28, 2016

Attest:

_____

President of Council

_____

Township Clerk

R-16:12-344 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY AUTHORIZING THE ENTERING INTO A SHARED SERVICE AGREEMENT WITH THE BOROUGH OF SOMERDALE FOR THE PURCHASE OF "BRINE SOLUTION"

WHEREAS, the Township Council of the Township of Gloucester has determined that entering into a shared services agreement with the Borough of Somerdale to purchase Brine Solution can significantly decrease cost incurred by the Township of Gloucester and the Borough of Somerdale and continue and or increase and improve services to both Township and Borough of Somerdale, and

WHEREAS, The Borough of Somerdale is in agreement with entering into a shared services agreement for the purchase of Brine Solution.

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the Township of Gloucester is hereby authorized to enter into a municipal shared services agreement with the Borough of Somerdale to purchase "Brine Solution".

BE IT FURTHER RESOLVED, that the municipal shared services agreement shall be prepared for an initial term of one year and for consideration to be paid by the Borough of Somerdale to the Township of Gloucester in the amount provided therein.

Adopted: December 28, 2016

_____
President of Council

ATTEST:

_____
Township Clerk

MUNICIPAL
SHARED SERVICES AGREEMENT

THIS AGREMENT, dated _____ day of _____, 2016, by and between **TOWNSHIP OF GLOUCESTER**, a municipal corporation of the State of New Jersey, located at Chews Landing road, P.O. Box 8, Blackwood, New Jersey 08012 (hereinafter called "GLOUCESTER TOWNSHIP"), and Borough of Somerdale, located at 105 Kennedy Blvd., Somerdale, New Jersey 08083 (hereinafter called "BOROUGH OF SOMERDALE").

WITNESSETH

WHEREAS. The parties desire to enter into a Municipal Services Agreement authorizing Gloucester Township to provide "Brine Solution to the Borough of Somerdale, and

WHEREAS. The parties desire to enter into an agreement memorializing the terms and conditions of the agreement between GLOUCESTER TOWNSHIP and BOROUGH OF SOMERDALE.

NOW THEREFORE, for and inconsideration of the signing of this Agreement by the parties, and in further consideration of the terms and covenants of the within Agreement, and the mutual benefits derived by the parties hereto, the Parties do hereby agree as follows:

ARTICLE I
AGREEEMENT

A. Gloucester Township will provide for the sale of "Brine Solution" to Borough of Somerdale. The "Brine Solution" will be available for purchase at the Township of Gloucester, Department of Public Works Garage during the term of this agreement. The "Brine Solution" pick up dates shall be scheduled by the respective Municipal Public Works Department Director.

ARTICLE II
TERM

A. This Municipal Shared Services Agreement shall commence on January 1st 2017 and continue for a term until December 31st 2017. The service agreement shall automatically renew for successive twelve month periods thereafter, unless sixty (60) days written notice by either party to the other of the intent to terminate said agreement. Upon receipt of such notice to terminate, this agreement shall expire at the end of the then current term and shall become null and void of no further legal effect.

ARTICLE III
GENERAL CONDITIONS
AND TERMS

A. If any one or more of the terms and provisions of this agreement shall be determined invalid or unenforceable by a Court of Law, the remainder of the terms of provisions thereof shall not be affected thereby and shall continue to be enforceable in all respects.

B. This agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

C. Borough of Somerdale shall pay compensation to Gloucester Township in an amount set for the in schedule "A" attached, to be paid within 45 days following the Borough of Somerdale's receipt of a purchase voucher from Gloucester Township.

D. Gloucester Township and Borough of Somerdale may annually approve and adjust as necessary the provisions of this municipal shared service agreement.

E. This agreement may only be amended, modified or changed in a dated writing, executed by Gloucester Township and Borough of Somerdale.

IN WITNESS WHEREOF. The parties have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized and have caused their respective seals to be hereunto affixed and duly attested all as to the date first above written.

ATTEST:

_____
Rosemary DiJosie
Township Clerk

TOWNSHIP of GLOUCESTER

by_____
David R. Mayer
Township Mayor

ATTEST

_____
Michele Miller
Borough Clerk

BOROUGH OF SOMERDALE

by_____
Gary Passanante
Borough Mayor

SCHEDULE "A"

1. Borough of Somerdale shall schedule all brine solution pick up through the Gloucester Township Department of Public Works.

2. Brine Solution will be billed at the current rate and availability of brine solution per gallon which charge will include a 20% Township administration charge.

R-16:12-345 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY AUTHORIZING THE ENTERING INTO A SHARED SERVICE AGREEMENT WITH THE BOROUGH OF PINE HILL FOR THE PURCHASE OF "BRINE SOLUTION"

WHEREAS, the Township Council of the Township of Gloucester has determined that entering into a shared services agreement with the Borough of Pine Hill to purchase Brine Solution can significantly decrease cost incurred by the Township of Gloucester and the Borough of Pine Hill and continue and or increase and improve services to both Township and Borough of Pine Hill, and

WHEREAS, The Borough of Pine Hill is in agreement with entering into a shared services agreement for the purchase of Brine Solution.

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the Township of Gloucester is hereby authorized to enter into a municipal shared services agreement with the Borough of Pine Hill to purchase "Brine Solution".

BE IT FURTHER RESOLVED, that the municipal shared services agreement shall be prepared for an initial term of one year and for consideration to be paid by the Borough of Pine Hill to the Township of Gloucester in the amount provided therein.

Adopted: December 28, 2016

_____
President of Council

ATTEST:

_____
Township Clerk

MUNICIPAL
SHARED SERVICES AGREEMENT

THIS AGREMENT, dated _____ day of _____, 2016, by and between **TOWNSHIP OF GLOUCESTER,** a municipal corporation of the State of New Jersey, located at Chews Landing road, P.O. Box 8, Blackwood, New Jersey 08012 (hereinafter called "GLOUCESTER TOWNSHIP"), and Borough of Pine Hill, located at 45 West 7th Avenue, Pine Hill, New Jersey 08021 (hereinafter called "BOROUGH OF PINE HILL").

WITNESSETH

WHEREAS. The parties desire to enter into a Municipal Services Agreement authorizing Gloucester Township to provide "Brine Solution" to Borough of Pine Hill, and

WHEREAS. The parties desire to enter into an agreement memorializing the terms and conditions of the agreement between GLOUCESTER TOWNSHIP and BOROUGH OF PINE HILL.

NOW THEREFORE, for and inconsideration of the signing of this Agreement by the parties, and in further consideration of the terms and covenants of the within Agreement, and the mutual benefits derived by the parties hereto, the Parties do hereby agree as follows:

ARTICLE I
AGREEEMENT

A. Gloucester Township will provide for the sale of "Brine Solution" to Borough of Pine Hill. The "Brine Solution" will be available for purchase at the Township of Gloucester, Department of Public Works Garage during the term of this agreement. The "Brine Solution" pick up dates shall be scheduled by the respective Municipal Public Works Department Director.

ARTICLE II
TERM

A. This Municipal Shared Services Agreement shall commence on January 1st 2017 and continue for a term until December 31st 2017. The purchase of "Brine Solution" agreement shall automatically renew for successive twelve month periods thereafter, unless sixty (60) days written notice by either party to the other of the intent to terminate said agreement. Upon receipt of such notice to terminate, this agreement shall expire at the end of

the then current term and shall become null and void of no further legal effect.

ARTICLE III
GENERAL CONDITIONS
AND TERMS

A. If any one or more of the terms and provisions of this agreement shall be determined invalid or unenforceable by a Court of Law, the remainder of the terms of provisions thereof shall not be affected thereby and shall continue to be enforceable in all respects.

B. This agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

C. Borough of Pine Hill shall pay compensation to Gloucester Township in an amount set for the in schedule "A" attached, to be paid within 45 days following the Borough of Pine Hill's receipt of a purchase voucher from Gloucester Township.

D. Gloucester Township and Borough of Pine Hill may annually approve and adjust as necessary the provisions of this municipal shared service agreement.

E. This agreement may only be amended, modified or changed in a dated writing, executed by Gloucester Township and Borough of Pine Hill.

IN WITNESS WHEREOF. The parties have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized and have caused their respective seals to be hereunto affixed and duly attested all as to the date first above written.

ATTEST:

_____
Rosemary DiJosie
Township Clerk

TOWNSHIP of GLOUCESTER

by_____
David R. Mayer
Township Mayor

ATTEST

_____
Borough Clerk

BOROUGH OF PINE HILL

by_____
Christopher Green
Borough Mayor

SCHEDULE "A"

1. Borough of Pine Hill shall schedule all brine solution pick up through the Gloucester Township Department of Public Works.

2. Brine Solution will be billed at the current rate and availability of brine solution per gallon which charge will include a 20% Township administration charge.

R-16:12-346 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, NEW JERSEY AUTHORIZING THE ENTERING INTO A SHARED SERVICE AGREEMENT WITH THE BOROUGH OF HADDONFIELD FOR THE PURCHASE OF "BRINE SOLUTION"

WHEREAS, the Township Council of the Township of Gloucester has determined that entering into a shared services agreement with the Borough of Haddonfield to purchase Brine Solution can significantly decrease cost incurred by the Township of Gloucester and the Borough of Haddonfield and continue and or increase and improve services to both Township and Borough of Haddonfield, and

WHEREAS, The Borough of Haddonfield is in agreement with entering into a shared services agreement for the purchase of Brine Solution.

NOW, THEREFORE, BE IT RESOLVED by the Township Council that the Township of Gloucester is hereby authorized to enter into a municipal shared services agreement with the Borough of Haddonfield to purchase "Brine Solution".

BE IT FURTHER RESOLVED, that the municipal shared services agreement shall be prepared for an initial term of one year and for consideration to be paid by the Borough of Haddonfield to the Township of Gloucester in the amount provided therein.

Adopted: December 28, 2016

_____
President of Council

ATTEST:

_____
Township Clerk

MUNICIPAL
SHARED SERVICES AGREEMENT

THIS AGREEMENT, dated _____ day of _____, 2016, by and between **TOWNSHIP OF GLOUCESTER**, a municipal corporation of the State of New Jersey, located at Chews Landing road, P.O. Box 8, Blackwood, New Jersey 08012 (hereinafter called "GLOUCESTER TOWNSHIP"), and Borough of Haddonfield, located at 242 Kings Highway East, Haddonfield, New Jersey 08033 (hereinafter called "BOROUGH OF HADDONFIELD").

WITNESSETH

WHEREAS. The parties desire to enter into a Municipal Services Agreement authorizing Gloucester Township to provide "Brine Solution to the Borough of Haddonfield, and

WHEREAS. The parties desire to enter into an agreement memorializing the terms and conditions of the agreement between GLOUCESTER TOWNSHIP and BOROUGH OF HADDONFIELD.

NOW THEREFORE, for and inconsideration of the signing of this Agreement by the parties, and in further consideration of the terms and covenants of the within Agreement, and the mutual benefits derived by the parties hereto, the Parties do hereby agree as follows:

ARTICLE I
AGREEEMENT

A. Gloucester Township will provide for the sale of "Brine Solution" to Borough of Haddonfield. The "Brine Solution" will be available for purchase at cost and availability as reflected on Schedule "A" at the Township of Gloucester, Department of Public Works Garage during the term of this agreement. The "Brine Solution" pick up dates shall be scheduled by the respective Municipal Public Works Department Director.

ARTICLE II
TERM

A. This Municipal Shared Services Agreement shall commence on January 1st 2017 and continue for a term until December 31st 2017. The service agreement shall automatically renew for successive twelve month periods thereafter, unless sixty (60) days written notice by either party to the other of the intent to terminate said agreement. Upon receipt of such notice to terminate, this

agreement shall expire at the end of the then current term and shall become null and void of no further legal effect.

ARTICLE III
GENERAL CONDITIONS
AND TERMS

A. If any one or more of the terms and provisions of this agreement shall be determined invalid or unenforceable by a Court of Law, the remainder of the terms of provisions thereof shall not be affected thereby and shall continue to be enforceable in all respects.

B. This agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

C. Borough of Haddonfield shall pay compensation to Gloucester Township in an amount set for the in Schedule "A" attached, to be paid within 45 days following the Borough of Haddonfield's receipt of a purchase voucher from Gloucester Township.

D. Gloucester Township and Borough of Haddonfield may annually approve and adjust as necessary the provisions of this municipal shared service agreement.

E. This agreement may only be amended, modified or changed in a dated writing, executed by Gloucester Township and Borough of Haddonfield.

IN WITNESS WHEREOF. The parties have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized and have caused their respective seals to be hereunto affixed and duly attested all as to the date first above written.

ATTEST:

_____
Rosemary DiJosie
Township Clerk

TOWNSHIP of GLOUCESTER

by_____
David R. Mayer
Township Mayor

ATTEST

_____
Deanna Bennett
Borough Clerk

BOROUGH OF HADDONFIELD

by_____
Jeffrey S. Kasko
Borough Mayor

SCHEDULE "A"

1. Borough of Haddonfield shall schedule all brine solution pick up through the Gloucester Township Department of Public Works.

2. Brine Solution will be billed at the current rate and availability of brine solution per gallon which will include a 20% Township administration charge.

R-16:12-347

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:

ANTHONY ALBERTO
189 PITMAN DOWNER RD
SEWELL, NJ 08080

APPLICATION: #185787

PERMIT: #9078

AMOUNT: 240.00

ADOPTED: December 28, 2016

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

R-16:12-348

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:

JOHN VALENTI
289 S. BLACK HORSE PIKE
MT. EPHRAIM, NJ 08059

APPLICATION: #191969

PERMIT: #9385

AMOUNT: 450.00

ADOPTED: August 10, 2015

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

R-16:12-349

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
6703	22	Lereta, LLC 1123 Park View Dr. Covina, CA 91724 Attn: Keri Bolt	2016	$2,569.50	Overpayment
13306	1 C1202	Loancare 601 Riverside Ave. Building 5 Jacksonville, FL 32204 Attn: Deborah Bell	2016	$547.49	Overpayment
17907	40	Michael and Diane Evans 27 High Woods Ave. Sicklerville, NJ 08081	2016	$3,124.78	Overpayment

ADOPTED: December 28, 2016

_____
Council President

_____
Township Clerk

R-16:12-350

RESOLUTION AUTHORIZING THE TAX COLLECTOR TO CANCEL SMALL BALANCES ON PROPERTY TAXES IN THE TOWNSHIP OF GLOUCESTER

WHEREAS, the Tax Collector of Gloucester Township has certified to the Mayor and Township Council that certain persons have small balances on real estate taxes by an amount less than $10.00; and

WHEREAS, the Tax Collector of the Township of Gloucester has certified to the Mayor and Township Council that such small balances may be cancelled by resolution, and

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Gloucester, County of Camden, State of New Jersey that the Tax Collector of the municipality is hereby authorized to cancel small balances on real estate taxes as set forth in Exhibit "A" annexed hereto, and that the files of said Tax Collector be adjusted to reflect the cancellation.

Adopted: December 28, 2016

_____
President of Council

_____
Township Clerk

R-16:12-351

RESOLUTION AUTHORIZING THE TAX COLLECTOR TO CANCEL SMALL OVERPAYMENTS ON PROPERTY TAXES IN THE TOWNSHIP OF GLOUCESTER

WHEREAS, the Tax Collector of Gloucester Township has certified to the Mayor and Township Council that certain persons have small overpayments on real estate taxes by an amount less than $10.00; and

WHEREAS, the Tax Collector of the Township of Gloucester has certified to the Mayor and Township Council that such small overpayments may be cancelled by resolution, and

THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Gloucester, County of Camden, State of New Jersey that the Tax Collector of the municipality is hereby authorized to cancel small overpayments on real estate taxes as set forth in Exhibit "A" annexed hereto, and that the files of said Tax Collector be adjusted to reflect the cancellation.

Adopted: December 28, 2016

ATTEST:

_____
President of Council

_____
Township Clerk

R-16:12-352

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 FOR NEW VEHICLE WASH TREATMENT SYSTEM IN THE TOWNSHIP OF GLOUCESTER

WHEREAS, it was necessary to make changes in the scope of work to be done in completing the New Vehicle Was treatment System in the Township of Gloucester,

WHEREAS, Change Order No. 1 was developed to itemize and authorize those changes;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that Change Order No. is hereby authorized and approval is hereby granted to revise the contract cost from $ 142,420.50 to $145,864.50.

Adopted: December 28, 2016

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

Change Order

No. 1

Date of Issuance: December 5, 2016 Effective Date: 12/05/16

Project: New Vehicle Wash Treatment System	Owner: Gloucester Township	Owner's Contract No.:
Contract: 1		Date of Contract:
Contractor: R.D. Zeuli, Inc		Engineer's Project No.: 2542-41

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

The change included in this change order is for the removal of machine lifts from vault. No change orders were Previously approved for this project. This change order is for work that was not an original contracted item, for it was an unforeseen condition.

Attachments (list documents supporting change):

Contractor Breakdown (AIA DOCUMENT G703)

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES:**
Original Contract Price: $ 142,420.50	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: $ N/A	[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $ 142,420.50	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: $ 3,444.00	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $ 145,864.50	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:
By: William K. Rodgers III
Engineer (Authorized Signature)
Date: 12.13.16

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: Steven D. Zeuli PRES
Contractor (Authorized Signature)
Date: 12/6/16

Approved by Funding Agency (if applicable):

_____ Date: _____

R-16:12-353

RESOLUTION AUTHORIZING THE PARTICIPATION WITH THE COUNTY OF CAMDEN TO GO OUT FOR RFQ FOR THE MARKETING OF RECYCLABLES

WHEREAS. The County of Camden is preparing an RFQ to solicit for Marketing of Recyclables and desires for the Township of Gloucester to participate; and

WHEREAS. The Township of Gloucester desires to participate in soliciting for an RFQ for the Marketing of Recyclables with the County of Camden; and

WHEREAS. Participation of the Township of Gloucester and the County of Camden will result in a cost savings for both the Township of Gloucester and the County of Camden.

NOW THEREFORE BE IT RESOLVED, by the Township of Gloucester of the County of Camden that the proper Township officials be and are hereby authorized to allow the Township to participate in going out for an RFQ for the Marketing of Recyclables with the County of Camden.

Adopted: December 28, 2016

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

R-16:12-354 **RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENT BETWEEN TOWNSHIP OF GLOUCESTER AND THE GLOUCESTER TOWNSHIP SUPERIOR OFFICERS**

BE IT RESOLVED by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey that the Agreement between the Township of Gloucester and "GTSO" Gloucester Township Superior Officers for the years 2017, 2018, 2019 be and is hereby approved and accepted and the appropriate officials be and are hereby authorized to execute and deliver same.

Adopted: December 28, 2016

_____
President of Council

ATTEST:

_____
Township Clerk, RMC

R-16:12-355

RESOLUTION TO MAKE BUDGET TRANSFERS BETWEEN APPROPRIATIONS IN THE CY 2016 GENERAL FUND BUDGET

WHEREAS, certain CY 2016 Budget Appropriation balances are expected to be insufficient for the remainder of the year;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Gloucester, that in accordance with N.J.S.A. 40A:4-58, the Treasurer be and is hereby authorized to make transfers between appropriations in the CY 2016 Budget of the Township of Gloucester, as follows:

ACCOUNT #	ACCOUNT TITLE Inside the Cap	FROM	TO
6-01-20-100-000-200	Business Admin OE		$500.00
6-01-20-100-001-100	Admin Support SW	$9,000.00	
6-01-20-100-001-200	Admin Support OE		1,000.00
6-01-20-105-000-200	Personnel OE		10,000.00
6-01-20-110-000-200	Mayor's Office OE		500.00
6-01-20-110-001-200	Council OE		500.00
6-01-20-110-003-100	Senior & Veterans SW		900.00
6-01-20-120-000-200	Township Clerk OE		1,000.00
6-01-20-130-000-200	Treasury OE		6,000.00
6-01-20-145-000-100	Tax Collection SW		1,800.00
6-01-20-155-000-100	Attorney SW		300.00
6-01-20-165-000-200	Engineering OE		20,000.00
6-01-20-170-000-200	Grants Office OW		12,000.00
6-01-21-185-001-100	Zoning SW		1.00
6-01-22-195-000-100	Construction SW	5,000.00	
6-01-23-215-000-200	Workers Compensation OE		100,000.00
6-01-23-220-000-336	Flex Benefits		4,500.00
6-01-25-240-000-100	Police SW		42,000.00
6-01-25-240-000-200	Police OE		5,000.00
6-01-25-240-004-100	Police Admin SW	20,551.00	
6-01-25-240-004-200	Police Admin OE		3,000.00
6-01-25-240-005-200	Police Special Officers OE		500.00
6-01-25-240-006-100	Crossing Guards SW	20,000.00	
6-01-25-240-007-100	Special Park Patrol SW	8,000.00	
6-01-25-240-008-100	Code Enforcement SW	20,000.00	
6-01-25-240-000-100	Police Communications SW		15,500.00
6-01-25-250-000-200	Police Communications OE		6,000.00
6-01-26-290-000-100	Streets – SW	60,000.00	
6-01-26-290-000-200	Streets –OE	100,000.00	
6-01-26-300-000-100	Public Works SW	20,000.00	
6-01-26-310-000-100	Public Buildings SW		31,000.00
6-01-26-315-000-100	Vehicle Maintenance SW		4,300.00
6-01-28-370-000-100	Recreation SW		750.00
6-01-28-370-000-200	Recreation OE		16,000.00
6-01-28-370-001-100	Recreation Quarterly Programs SW	25,000.00	
6-01-28-370-002-100	Recreation Summer Programs SW	8,000.00	
6-01-28-370-003-100	Rec Indoor Supervisor SW		23,500.00
6-01-28-375-000-100	Parks & Playground SW	30,000.00	
6-01-31-430-000-200	Electricity OE		30,000.00
6-01-31-440-000-200	Telephone OE		5,000.00
6-01-43-490-000-100	Municipal Court SW	22,000.00	
6-01-43-490-000-200	Municipal Court OE		6,000.00
		$347,551.00	$347,551.00

ADOPTED: December 28, 2016

Township Clerk

Council President