GLOUCESTER TOWNSHIP

COUNCIL MEETING

NOVEMBER 13, 2017

PLEDGE ALLEGIANCE TO THE FLAG

INVOCATION: Rev. Johan Arnold

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, Township Clerk

Mr. Lechner, Dir. of Community Dev.
Chief Earle, Police

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

PROCLAMATION: Drive Sober or Get Pulled Over

WAIVE THE READING AND ACCEPT THE MINUTES:
Regular Meeting: October 11, and October 23, 2017
Workshop: November 6, 2017

ORDINANCES: FIRST READING

O-17-25 ORDINANCE FIXING THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE TOWNSHIP OF GLOUCESTER IN THE COUNTY OF CAMDEN

O-17-26 ORDINANCE AUTHORIZING EXECUTION OF TAX ABATEMENT AGREEMENT BETWEEN TOWNSHIP OF GLOUCESTER AND CHEWS LANDING, LLC FOR PREMISES BLOCK 9708, LOT 1 C0200 PURSUANT TO C. 441 P.L. 1991 (N.J.S.A.40A:21-1 ET SEQ.) AND ORDINANCE NO. O-95-39

RESOLUTIONS:

CONSENT AGENDA

R-17:11-289 RESOLUTION AUTHORIZING THE PAYMENT OF BILLS

R-17:11-290 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER PETITIONING THE STATE OF NEW JERSEY TO ENACT LEGISLATION NAMING I-676 FROM THE WALT WHITMAN BRIDGE ENTRANCE TO THE BENJAMIN FRANKLIN BRIDGE ENTRANCE AS THE OFFICIAL MEMORIAL HIGHWAY FOR THE BATTLESHIP NEW JERSEY

R-17:11-291 RESOLUTION OF THE TOWNSHIP OF GLOUCESTER, IN THE COUNTY OF CAMDEN, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO $266,660 OF REFUNDING BOND ANTICIPATION NOTES OF THE TOWNSHIP; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION FROM FEDERAL INCOME TAXATION OF INTEREST ON SAID NOTES; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECT THE ISSUANCE AND SALE OF SAID NOTES

R-17:11-292 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY NEW JERSEY AUTHORIZING AND APPROVING AN AMENDMENT OF TAX ABATEMENT FOR SENIOR CITIZENS HOUSING AT FRANKLIN SQUARE VILLAGE

R-17:11-293 RESOLUTION AUTHORIZING REFUNDING OF TAXES

R-17:11-294 RESOLUTION OF THE TOWNSHIP COUNCIL FOR THE TOWNSHIP OF GLOUCESTER AUTHORIZING THE SIGNING OF A CORRECTIVE DEED FOR PREMISES KNOWN AS BLOCK 20401, LOT 6 TO EMPIRE INVESTMENT ENTERPRISES LLC

R-17:11-295 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER AMENDING THE EMPLOYMENT AGREEMENT WITH THE CHIEF OF POLICE AND DEPUTY CHIEF OF POLICE

R-17:11-296 RESOLUTION AUTHORIZING THE SOLICITING OF RFQ'S VIA THE GLOUCESTER TOWNSHIP WEBSITE FOR VARIOUS PROFESSIONAL SERVICES

R-17:11-297 RESOLUTION AUTHORIZING RELEASE OF SECURITIES FOR C. KEYS LLC IN THE TOWNSHIP OF GLOUCESTER

R-17:11-298 RESOLUTION AUTHORIZING THE ADVERTISING OF BIDS FOR PARTICIPATION IN GLOUCESTER TOWNSHIP'S SNOW REMOVAL PROGRAM

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 item. 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

ADJOURN

Proclamation

Drive Sober or Get Pulled Over 2017 Year End Holiday Crackdown

Whereas, impaired drivers on our nation's roads killed 10,497 people in 2016; and

Whereas, 20% of motor vehicle fatalities in New Jersey are alcohol-related; and

Whereas, an enforcement crackdown is planned to combat impaired driving; and

Whereas, the season at the end of the year is traditionally a time of social gatherings which often include alcohol; and

Whereas, the State of New Jersey, Division of Highway Traffic Safety, has asked law enforcement agencies throughout the state to participate in the *Drive Sober or Get Pulled Over Year End Holiday Crackdown*; and

Whereas, the project will involve increased impaired driving enforcement from December 8, 2017 through January 1, 2018; and

Whereas, an increase in impaired driving enforcement and a reduction in impaired driving will save lives on our roadways;

Therefore, be is resolved that the Township of Gloucester declares it's support for the *Drive Sober or Get Pulled Over 2017 Year End Holiday Crackdown* from December 8, 2017 through January 1, 2018 and pledges to increase awareness of the dangers of drinking and driving.

Date: November 13, 2017

David R. Mayer, Mayor

Orlando Mercado, President
Gloucester Twp. Council

O-17-25

ORDINANCE FIXING THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE TOWNSHIP OF GLOUCESTER IN THE COUNTY OF CAMDEN

BE IT ORDAINED by the Township Council of the Township of Gloucester in the County of Camden, New Jersey as follows:

SECTION 1. (ONE). That the following named officers and employees of the Township of Gloucester, Camden County, New Jersey, shall be paid and receive for their services during the calendar year 2018 effective January 1, 2018, the salary or wages hereinafter set opposite the respective officer or employee title.

MAYOR AND GOVERNING BODY	RANGE	MAXIMUM SALARY
Mayor	N/A	52,000.00 per year
President of Council	N/A	8,261.00 per year
Vice President of Council	N/A	8,089.00 per year
Council Person (5 each)	N/A	7,917.00 per year
DIRECTORS		
Township Attorney	40,000.00	86,713.64 per year
Township Clerk	23,325.00	88,462.18 per year
Business Administrator	40,000.00	152,192.13 per year
Director of Public Works	35,000.00	113,971.45 per year
Dir. Dept. of Community Services	18,500.00	52,434.10 per year
Dir. Dept. of Recreation	10,000.00	68,118.54 per year
Dir. Dept. of Comm. Dev/Planning	50,000.00	121,393.68 per year
DIVISION HEADS AND SUPERVISORS		
Municipal Tax Collector	21,040.00	94,627.88 per year
Tax Assessor	5,000.00	106,013.41 per year
Township Treasurer/Chief Financial Officer	25,000.00	110,533.64 per year
Supv. Data Processing Operations	5,000.00	103,331.14 per year
Dir. of Neighborhood Preservation Program	5,000.00	71,290.06 per year
Construction Code Official	38,500.00	107,286.35 per year
Human Resources Manager	30,000.00	106,141.13 per year
Municipal Court Administrator	21,040.00	94,335.21 per year
CONFIDENTIAL/ADMINISTRATIVE		
Confidential/Admin. Secretaries (Mayor)	5,000.00	69,878.57 per year
Confidential/Admin. Secretaries (Bus. Adm.)	5,000.00	65,204.63 per year
Confidential/Admin. Secretaries (Legal)	5,000.00	65,204.63 per year
CONFIDENTIAL/ADMINISTRATIVE CLERKS		
Confidential Aid (Mayor)	5,000.00	65,204.63 per year
Confidential/Admin. Clerk (Bus. Adm.)	5,000.00	65,204.63 per year
Confidential/Admin. Clerk (Legal)	5,000.00	65,204.63 per year
FULL TIME POSITIONS		
Agency Aide/Property Clerk	20,000.00	49,476.89 per year
Assistant Solicitor	20,000.00	84,462.18 per year
Research Asst. for Criminal Information	20,000.00	77,950.27 per year

SECTION 2. (TWO) Job titles and salary and wages for

PART TIME POSITION	RANGE	MAXIMUM SALARY
Attorney, Planning Bd. P/T	0	5,859.21 per year
Attorney, Zoning Bd. P/T	0	5,859.21 per year
Attorney, Rent Stab. Bd. P/T	0	5,859.21 per year
ABC Licensing Clerk	3,000.00	12,500.00 per year
Tax Search Clerk P/T	3,000.00	9,800.00 per year
Elections Clerk P/T	8.60	10.82 per hour
Municipal Prosecutor F/T	17,500.00	67,046.93 per year
Public Defender P/T (Range)	5,000.00	35,000.00 per year
Judge of Municipal Court P/T (Range)	22,500.00	100,228.89 per year
Assistant Construction Official	5,000.00	11,040.81 per year
Casual Labor Public Works P/T (Range)	8.60	12.99 per hour
Registrar of Vital Statistics P/T	3,000.00	12,500.00 per year
Bus Driver P/T	8.60	14.07 per hour
Municipal Court Attendant P/T	8.60	15.15 per hour
Clerk Steno P/T (Planning Bd.)	0	5,000.00 per year
Clerk Steno P/T (Zoning Bd.)	0	5,000.00 per year
Clerk Steno (Rent Stab.) P/T	0	5,000.00 per year
Special Police Safety P/T	8.60	12.99 per hour
Dog Census Taker P/T (Range)	8.60	10.82 per hour
Special Law Enforcement Officer	8.60	15.15 per hour
Community Service Laborer(s) P/T	8.60	12.99 per hour
Zoning Officer PT.	10.00	18.40 per hour
Complaint Inv. PT	10.00	18.40 per hour
Senior Citizen Coordinator PT	3,000.00	10,000.00 per year
Insurance Claims Clerk PT	3,000.00	10,000.00 per year
Comm. Serv. Coordinator PT	7,000.00	10,927.15 per year
Municipal Alliance Clerk PT	5,000.00	10,000.00 per year
Qualified Purchasing Agent PT	5,000.00	22,523.25 per year
Certified Public Works Manager PT	5,000.00	22,081.62 per year
Recycling Coordinator PT	5,000.00	22,081.62 per year
Emergency Management Co-Ordinator - PT	5,000.00	36,844.91 per year
Storm Water Management Co-Ordinator - PT	5,000.00	22,081.62 per year
Clerk P/T	10.00	18.40 per hour
GTHA Shared Services Treasurer	5,000.00	10,000.00 per year

SECTION 2.1 - Summer Recreation Program

Playground Coordinator	12.00	27.06 per hour
Counselor	8.60	18.40 per hour
Assistant Counselor	8.60	18.40 per hour
Aide	8.60	12.99 per hour
Craft Camp Coordinator	11.00	25.98 per hour
Middle School Camp Coordinator	11.00	25.98 per hour
Head Playground Counselor	11.00	22.73 per hour
Head Pre-School Counselor	11.00	22.73 per hour
Pre-School Aide	8.60	12.99 per hour
Pre-School Coordinator	11.00	27.06 per hour
Jr. Counselor-In-Training (C.I.T.)	8.60	12.99 per hour
Summer College Intern	8.60	15.15 per hour
Assistant Head Counselor	9.00	21.65 per hour

SECTION 2.2 - Municipal Pool

Sr. Counselor-In-Training (C.I.T.)	8.60	12.99 per hour
Pool Manager	12.00	21.65 per hour
Asst.Pool Manager w/CPO Certif.	11.50	19.48 per hour
Assistant Pool Manager	8.60	16.24 per hour
Concession Stand Worker	8.60	11.91 per hour
Gate Attendant	8.60	11.91 per hour
Head Lifeguard	8.60	16.24 per hour
Lifeguard	8.60	14.07 per hour
Concession Stand Manager	8.60	14.07 per hour
Asst. Concession Stand Manager	8.60	12.99 per hour
Lifeguard II - Aide	8.60	12.99 per hour
Lifeguard III - WSI	8.60	12.99 per hour

SECTION 3. (THREE) The job titles and salary range for the Civil Service Classified Clerical positions are hereby determined and fixed as negotiated between the Township of Gloucester and CWA Local 1014, the recognized representative of said employees for the purpose of collective negotiations with respect to terms and conditions of employment.

SECTION 4. (FOUR) The salary ranges for the Civil Service classified position of Public Works Supervisor are hereby determined and fixed as negotiated between the Township of Gloucester and CWA Local 1014 Supervisory Unit, the recognized representative of said employees for the purpose of collective negotiations with respect to terms and conditions of employment.

SECTION 5. (FIVE) The job titles and salary range for the Civil Service classified Public Works positions are hereby determined and fixed as negotiated between the Township of Gloucester and CWA Local 1014, the recognized representative of said employees for the purpose of collective negotiations with respect to terms and conditions of employment.

SECTION 6. (SIX) The salary range for the Civil Service classified position of Police Radio Dispatcher are listed in the current negotiated contract. The Township of Gloucester recognizes Teamsters Union Local #676 as the representative of said employees for the purpose of collective negotiations with respect to terms and conditions of employment.

SECTION 7 (SEVEN) The job titles and salary range for the Civil Service classified Police Superior Officers Unit positions are listed in the current negotiated contract. The Township of Gloucester recognizes the Superior Officers Negotiating Committee as the sole and exclusive negotiating agent and representative for all superior officers, but excluding the Chief of Police and Deputy Chief of Police.

SECTION 8 (EIGHT) The job titles and salary range for the Civil Service classified police patrol officers unit positions are listed in the current negotiated contract. The Township of Gloucester recognizes the Gloucester Township Police Committee as the sole and exclusive negotiating agent and representative for all Patrol Officers employed in the Township of Gloucester Police Department, but excluding the Chief of Police, Deputy Chief of Police, Sergeants Lieutenants, Captains, and all other Township employee

SECTION 9 (NINE) The job titles and salary range for the Civil Service Classified Senior Police Command are listed in the current negotiated contract. The Township of Gloucester recognizes the Gloucester Township Senior Police Command as the sole and exclusive negotiating agent and representative for the Chief of Police and Deputy Chief of Police

Introduced: November 13, 2017

Adopted:

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

MAYOR

O-17-26

ORDINANCE AUTHORIZING EXECUTION OF TAX ABATEMENT AGREEMENT BETWEEN TOWNSHIP OF GLOUCESTER AND CHEWS LANDING, LLC FOR PREMISES BLOCK 9708, LOT 1 C0200 PURSUANT TO C. 441, P.L. 1991 (N.J.S.A.40A:21-1 ET SEQ.) AND ORDINANCE NO. O-95-39

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

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

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

WHEREAS, a tax abatement application for a "project" pursuant to the aforesaid Act and Ordinance was filed by Chews Landing, LLC for premises known as Block 9708, Lot 1 C0200 on the Official Tax Map of the Township of Gloucester.

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

SECTION 1. The Tax Abatement Application of for a "project" for premises known as Block 9808, Lot 1 C0200 on the Tax Map of the Township of Gloucester pursuant to C. 441, P.L. 1991 (N.J.S.A. 40A:21-1 et seq.) and Ordinance No. O-95-39 be and is hereby approved or tax abatement in accordance with said application and the terms and provisions of an Agreement for Tax Abatement, a copy of which is attached hereto and made a part of this Ordinance.

SECTION 2. The Mayor and Township Clerk of the Township of Gloucester be and are hereby authorized to execute and deliver on behalf of the Township of Gloucester the Tax Abatement Agreement between the Township of Gloucester and Chews Landing, LLC for premises designated as Block 9708, Lot 1 C0200 on the Official Tax Map of the Township of Gloucester, a copy of said Agreement is attached hereto and made a part thereof.

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

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

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

Introduced: November 13, 2017
Adopted:

_____
PRESIDENT OF COUNCIL

_____
TOWNSHIP CLERK

_____
MAYOR

INDUSTRIAL OR COMMERCIAL TAX ABATEMENT AGREEMENT

Project: Office Building #2
Chews Landing Commons
1391-1397 Chews Landing Rd

Taxpayer: Chews Landing, LLC
1060 N. Kings Highway S-250
Cherry Hill, NJ 08034

Tax Map: Block 9708, Lot 1 C0200

This Agreement made this _____ day of _____, 2017 by and between: The Township of Gloucester, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as "Township"), located at 1261 Chews Landing-Clementon Road at Hider lane, P.O. Box 8, Blackwood, New Jersey 08012, Camden County, and Chew Landing, LLC, property located at 1060 North Kings Highway, Cherry Hill, NJ 08034 (hereinafter referred to as "Taxpayer").

WHEREAS, the Township of Gloucester adopted general Ordinance No. O-95-39 pursuant to N.J.S.A. 40A:21-1 et seq. authorizing agreements providing for tax abatement of local real property taxes on commercial and industrial "projects" in order to provide gainful employment within the Township, to assist in the economic development of the Township, and to expand commerce within the Township and ultimately maintain and increase the tax base of the Township; and

WHEREAS, Taxpayer has applied for a tax abatement of real property taxes for the industrial or commercial "project" constructed or to be constructed on Block 9708, Lot 1 C0200, on the Tax Map of the Township of Gloucester; and

WHEREAS, Township Council of the Township of Gloucester authorize this Agreement between Township and taxpayer for tax abatement for the particular "project" on premises Block 9708, Lot 1 C0200.

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

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

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

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

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

(1) In the first full calendar year after completion, no payment in lieu of taxes otherwise due;

(2) In the second calendar year, an amount not less than 30% of taxes otherwise due;

(3) In the third calendar year, an amount not less than 50% of taxes otherwise due;

(4) In the fourth calendar year, an amount not less than 70% of taxes otherwise due;

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

The payments in lieu of taxes as required under the schedule shall be paid quarterly, together with and on the same date as the taxes on the land. In default of any payment of taxes or

payments in lieu of taxes otherwise due under this Agreement for a period of 30 days, the township shall have the right to declare this Agreement cancelled and null and void.

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

5. The "project" for which tax abatement is provided herein shall be subject to all applicable federal, state, county and local laws, regulations and ordinances on pollution control, workers safety, discrimination in employment, zoning, planning and building code requirements. Failure to comply with the foregoing shall be deemed a breach of the Agreement and the Agreement may be terminated in accordance with the procedure set forth in paragraph No. 6 of this Agreement.

6. This Agreement shall be governed by the terms of the Gloucester Township Ordinance granting tax abatement and N.J.S.A. 40A:21-1 et seq. If at any time prior to termination of this Agreement taxpayer ceases to operate or disposes of the property, or fails to meet the conditions for qualifying for abatement, then the tax which would have otherwise been payable for each year shall become due and payable from such property owner as if no abatement had been granted. Procedurally, the governing body shall notify the property owner and Tax Collector forthwith and the Tax Collector shall within 15 days thereof notify the owner of the property of the amount of taxes due.

The Taxpayer shall have the obligation to notify the Tax Assessor immediately upon the sale of the premises, a new lease agreement, or a change in any of the conditions upon which tax

abatement was granted in order that the Tax Assessor may determine whether, in fact, the Taxpayer is entitled to continue to receive the tax abatement. However, if the property is sold and it is determined by the Tax Assessor that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property for abatement, no tax shall be due, the abatement shall continue and this Agreement shall remain in effect.

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

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

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

TOWNSHIP OF GLOUCESTER

ATTEST: (Township Seal)

By: _____
MAYOR, DAVID R. MAYER

_____
TOWNSHIP CLERK

By: _____
Chews Landing, LLC

ATTEST: (Corporate Seal)

_____
WITNESS

R-17:11-289

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	$ 7,296,286.50
CAPITAL ACCOUNT Per attached computer read out of the claims presented in the amount of	$ 275,718.10
TRUST Per attached computer readout of the claims presented in the amount of	$ 50,734.39
DEVELOPERS ESCROW Per attached computer readout of the claims presented in the amount of	$ 19,168.50
ANIMAL TRUST Per attached computer readout of the claims presented in the amount of	$ 10,660.00
MANUAL CHECKS Per attached computer readout of the claims presented in the amount of	$ 173,734.39

Adopted: November 13, 2017

PRESIDENT COUNCIL

ATTEST:

TOWNSHIP CLERK

R-17:11-290 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER PETITIONING THE STATE OF NEW JERSEY TO ENACT LEGISLATION NAMING I-676 FROM THE WALT WHITMAN BRIDGE ENTRANCE TO THE THE BENJAMIN FRANKLIN BRIDGE ENTRANCE AS THE OFFICIAL MEMORIAL HIGHWAY FOR THE BATTLESHIP NEW JERSEY

WHEREAS, the Battleship New Jersey BB 62, was launched on December 7, 1942, having been constructed in the Philadelphia Navy Yard into the Delaware River; and

WHEREAS, the Battleship New Jersey BB 62 was commissioned on May 23, 1943 for service to our Country; and

WHEREAS, the Battleship New Jersey BB 62 was constructed by litterally hundreds of New Jersey residents and later manned by literally hundreds of New Jersey residents in her lifetime; and

WHEREAS, the Battleship BB 62 served valiantly during the Second World War, the Korean War, the Vietnam War and the Middle East Conflict ; and

WHEREAS, in recognition of such service, the Battleship New Jersey BB 62 is designated as the most highly decorated ship in the United States Navy; and

WHEREAS, in the spirit of remembrance the Battleship New Jersey BB 62 has been permanently moored in the Delaware River immediately adjacent to Highway I-676; and

WHEREAS, Highway I-676 serves as a feeder to New Jersey from the Benjamin Franklin Bridge, as well as a feeder from the I 295 and Route 42 exits to the Philadelphia/ Camden waterfronts; and

WHEREAS, the I-676 parallels the Delaware River in the very same nature that the Battleship New Jersey BB 62 traveled before it's final mooring; and

WHEREAS, in recognition of its service the State of New Jersey has designated and the Battleship New Jersey BB 62 as the official ship of the State of New Jersey; and

WHEREAS, it is recognized by the Board of Trustees that those who have constructed and served up the Battleship New Jersey BB 62 are rapidly aging and are deserving of a fitting memorial;

NOW, THEREFOR BE IT RESOLVED by the Township of Gloucester that the Legislature and the State of New Jersey is hereby petitioned to enact Legislation naming I-676 from the Walt Whitman Bridge entrance to the Benjamin Franklin Bridge entrance as the official memorial highway for the Battleship New Jersey.

Adopted: November 13, 2017

ATTEST:

_____
President of Council

_____
Township Clerk

R-17:11-291

RESOLUTION OF THE TOWNSHIP OF GLOUCESTER, IN THE COUNTY OF CAMDEN, NEW JERSEY AUTHORIZING THE ISSUANCE AND SALE OF UP TO $266,660 OF REFUNDING BOND ANTICIPATION NOTES OF THE TOWNSHIP; MAKING CERTAIN COVENANTS TO MAINTAIN THE EXEMPTION FROM FEDERAL INCOME TAXATION OF INTEREST ON SAID NOTES; AND AUTHORIZING SUCH FURTHER ACTIONS AND MAKING SUCH DETERMINATIONS AS MAY BE NECESSARY OR APPROPRIATE TO EFFECT THE ISSUANCE AND SALE OF SAID NOTES

BACKGROUND

WHEREAS, the Township Council ("Council") of the Township of Gloucester, County of Camden, New Jersey ("Township"), adopted a resolution dated November 9, 2015 to fund an emergency appropriation ("Appropriation Resolution") for the purpose of paying the cost of extraordinary expenses incurred by the Township as a result of the June 23, 2015 severe storm event ("Appropriation"), all as more particularly described in the Appropriation Resolution; and

WHEREAS, the Local Bond Law, constituting Chapter 169 of the Laws of the State of New Jersey ("State"), as amended and supplemented, *N.J.S.A.* 40A:2-51 *et seq.* ("Local Bond Law"), authorizes municipalities to issue refunding bonds to fund temporary emergency appropriations; and

WHEREAS, on November 9, 2015, the Township Council introduced a refunding bond ordinance entitled "REFUNDING BOND ORDINANCE PROVIDING FUNDS TO PAY AN EMERGENCY APPROPRIATION RELATED TO THE JUNE 23, 2015 SEVERE STORM EVENT; AUTHORIZING THE ISSUANCE OF UP TO $800,000 OF GENERAL OBLIGATION REFUNDING BONDS OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN, NEW JERSEY, TO FINANCE THE COSTS THEREOF; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING" ("Refunding Bond Ordinance"); and

WHEREAS, pursuant to *N.J.S.A.* 40A:2-51 et. seq., the Local Finance Board, Division of Local Government Services, New Jersey Department of Community Affairs ("Local Finance Board"), at a meeting held on December 9, 2015, adopted a resolution authorizing the Township to finally adopt the Refunding Bond Ordinance; and

WHEREAS, on December 9, 2015, the Township Council, after a public hearing, finally adopted the Refunding Bond Ordinance; and

WHEREAS, pursuant to the Refunding Bond Ordinance, the Township is authorized to issue its refunding bond anticipation notes, in the aggregate principal amount of up to $800,000 to fund the Appropriation; and

WHEREAS, on December 31, 2015, the Township issued its Refunding Bond Anticipation Notes of 2015, Series A, in the principal amount of $800,000 to fund the Appropriation ("2015 Notes"); and

WHEREAS, the 2015 Notes matured on December 15, 2016; and

WHEREAS, on December 14, 2016, the Township issued its Refunding Bond Anticipation Notes of 2016, Series A, in the principal amount of $533,330 to pay a portion of the principal of the 2015 Notes at maturity ("2016 Notes"); and

WHEREAS, the 2016 Notes matured on December 13, 2017; and

WHEREAS, it is the desire of the Township to issue its Refunding Bond Anticipation Notes of 2017, Series A, in the principal amount of up to $266,660 ("Notes"), as further described in Exhibit "A", the proceeds of which, together with other available funds in the amount of $266,670, will be used to repay the 2016 Notes at maturity; and

WHEREAS, it is necessary for the Township to adopt this resolution to authorize and effectuate the issuance and sale of said Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, IN THE COUNTY OF CAMDEN, STATE OF NEW JERSEY (NOT LESS THAN TWO-THIRDS OF ALL THE MEMBERS THEREOF AFFIRMATIVELY CONCURRING), AS FOLLOWS:

Section 1. Pursuant to the Local Bond Law, the issuance of refunding bond anticipation notes of the Township, to be designated, substantially, "Township of Gloucester, County of Camden, New Jersey, Refunding Bond Anticipation Note of 2017, Series A" ("Notes"), in an aggregate principal amount of up to $266,660, is hereby authorized and approved,

Section 2. The Notes shall be dated the date of delivery thereof and mature no later than one year from said date. The Notes will not be subject to redemption prior to maturity but may be renewed from time to time, subject to the terms of the Refunding Bond Ordinance. The Notes shall be issued in bearer or registered form in minimum denominations of $100,000 or greater and shall be in the form permitted by the Local Bond Law and as Bond Counsel shall approve.

Section 3. The Notes shall be executed in the name of the Township by the manual or facsimile signature of the Mayor and Chief Financial Officer or Business Administrator, and shall be under the corporate seal of the Township affixed, imprinted, or reproduced thereon, and attested by the manual signature of the Township Clerk or Deputy Township Clerk.

Section 4. The Chief Financial Officer and the Business Administrator, with the assistance of the law firm of Parker McCay P.A., Bond Counsel, are hereby authorized and directed to award and sell the Notes at a public or private sale at a price of not less than par, and to deliver the same to the purchaser thereof upon receipt of payment of the purchase price plus accrued interest (if any) from the dated date of the Notes to the date of delivery thereof.

Section 5. At the next meeting after the sale of the Notes, the Chief Financial Officer and/or the Business Administrator are each authorized and directed to report, in writing, to the Township Council, the principal amount, rate of interest and name of the purchaser of the Notes.

Section 6. The Notes shall be general obligations of the Township. The full faith and credit of the Township are irrevocably pledged to the punctual payment of the principal of and interest on the Notes and, to the extent payment is not otherwise provided, the Township shall levy *ad valorem* taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 7. The Township hereby covenants that it will not make any use of the proceeds of the Notes or do or suffer any other action that would cause: (i) the Notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code") and the Regulations promulgated thereunder; (ii) the interest on the Notes to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the Notes to be treated as an item of tax preference under Section 57(a)(5) of the Code.

Section 8. The Township hereby covenants as follows: (i) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and (ii) it shall take no action that would cause the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 9. The Township hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Notes.

Section 10. The Township hereby designates the Notes as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code. For purposes of this designation, the Township hereby represents that it reasonably anticipates that the amount of tax-exempt obligations to be issued by the Township during the period from January 1, 2017 to December 31, 2017, and the amount of obligations designated as "qualified tax-exempt obligations" by it, will not exceed $10,000,000 when added to the aggregate principal amount of the Notes.

For purposes of this Section 10, the following obligations are not taken into account in

determining the aggregate principal amount of tax-exempt obligations issued by the Township: (i) a private activity bond as defined in Section 141 of the Code (other than a qualified 501(c)(3) bond, as defined in Section 145 of the Code); and (ii) any obligation issued to refund any other tax-exempt obligation (other than to advance refund within the meaning of Section 149(d)(5) of the Code) as provided in Section 265(b)(3)(c) of the Code.

Section 11. All actions heretofore taken and documents prepared or executed by or on behalf of the Township by the Mayor, Chief Financial Officer, Business Administrator, Township Clerk, Deputy Township Clerk, other Township officials or by the Township's professional advisors, in connection with the issuance and sale of the Notes are hereby ratified, confirmed, approved and adopted.

Section 12. The Mayor, Chief Financial Officer, Business Administrator, Township Clerk and Deputy Township Clerk are each hereby authorized and directed to determine all matters and execute all documents and instruments in connection with the Notes not determined or otherwise directed to be executed by the Local Bond Law or by this or any subsequent resolution, and the signatures of the Mayor, Chief Financial Officer, Business Administrator, Township Clerk and Deputy Township Clerk, on such documents or instruments shall be conclusive as to such determinations.

Section 13. All resolutions or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 14. This resolution shall take effect immediately upon adoption this 13th day of November, 2017.

Adopted: November 13, 2017

ATTEST:

_____

President of Council

_____

Township Clerk

Exhibit "A"

Ordinance Number	Notes Authorized	Notes Outstanding	Notes to be Issued
O-14-15	$800,000	$533,330	$266,660

R-17:11-292

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER CAMDEN COUNTY NEW JERSEY AUTHORIZING AND APPROVING AN AMENDMENT OF TAX ABATEMENT FOR SENIOR CITIZENS HOUSING AT FRANKLIN SQUARE VILLAGE

WHEREAS. Franklin Square Owner LLC (hereinafter referred to as the "Applicant") will be the new owner of the senior housing project known as Franklin Square Village, located on Hildebrand Avenue in the Township of Gloucester (hereinafter referred to as the "Municipality"); and

WHEREAS. The Township has entered into a tax abatement agreement for Franklin Square Village on November 17, 1975 and subsequently amended that agreement October 14, 1977 by Resolution R-77:10-248 and further amended by Franklin Square Associates and the Township of Gloucester pursuant to that certain Amendment of Tax Abatement Agreement dated September 9, 2008, and approved by the Township of Gloucester pursuant to that certain by Resolution R:08:08-237; and

WHEREAS. The aforesaid tax abatement agreement was anticipated to extend as much as 40 years from the date of the original agreement or at such earlier time if the mortgage financing the project was repaid; and

WHEREAS. Under the terms of the original agreement, the applicant has made an annual payment in lieu of taxes (PILOT) to the municipality at 6.28% of gross rental income which sum is solely for the benefit of the Township; and

WHEREAS. The new owner proposes to renew the contract with the United States Department of Housing and Urban Development for Section 8 subsidy assistance to benefit the senior citizen, low-income tenants of Franklin Square Village for a term of up to twenty (20) years and has offered to retain the aforesaid payment in lieu of taxes (PILOT) at 6.28% of gross rental income, which would provide for an automatic annual increase of the payment in lieu of taxes measured by the increase in annual gross revenues between the date of payment and the preceding year; and

WHEREAS. Both the applicant and the municipality believe that the further amendment of the initial tax abatement agreement will benefit the citizens of the Township of Gloucester as well as the tenants of Franklin Square Senior Citizen Housing facility.

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

(a) The Franklin Square facility is a development which meets an existing affordable housing need within the Township of Gloucester.

(b) The Franklin Square Senior Citizen Housing facility provides a benefit to the residents in the Township of Gloucester.

(c) The continued operation of the Franklin Square Senior Citizen Housing facility within the Township of Gloucester is in the best interest of all of the citizens of the Township of Gloucester.

(d) The amending of the agreement providing for a tax abatement with a payment in lieu of taxes at 6.28% of gross rental income, per year subject to increase in direct proportion to the percentage of increase in annual gross revenue of the said facility for up to a twenty (20) year term or until the termination of the HUD Section 8 project assistance contract, whichever occurs first, commencing with payment in the first quarter of 2018, is in the best interest of the Township of Gloucester.

BE IT FURTHER RESOLVED that in light of the foregoing, the Township Council does hereby adopt these determinations and findings and does authorize the entry into an agreement with the applicant in the form attached hereto as Exhibit "A".

Adopted: November 13, 2017

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

AMENDMENT OF TAX ABATEMENT AGREEMENT

THIS AGREEMENT, made the_____day of November, 2017, between Franklin Owner LLC (hereinafter referred to as the "Applicant"), the owner of the senior housing project known as Franklin Square Village, located on Hildebrand Avenue, in the Township of Gloucester in the County of Camden ("Municipality"), the principal party to the original agreement dated November 17, 1975, and subsequently amended on October 14, 1977, and August 25, 2008.

The above parties do agree to further amend said Tax Abatement Agreement as follows:

(1) To reaffirm the amount of the annual payment in lieu of taxes (PILOT), as follows:

(a) The annual PILOT shall be retained at 6.28% of gross rental income, which would provide for an automatic annual increase of the payment in lieu of taxes measured by the increase in annual gross revenues between the date of payment and the preceding year. Payments shall be quarterly, due on the same dates as regular taxes.

(b) The payment shall increase annually in the same percentage amount that the annual gross revenues of the project increase over the prior year (inclusive of HUD subsidies). Gross revenues shall be defined as the total of all tenant rental income including HUD subsidies and shall not include any other income generated from other sources.

(c) This percentage increase shall be based upon the annual audit of the project. The audit shall be provided to the municipality on or before April 15th of each year, together with a check for the amount of the percentage increase over the prior year.

(2) The Township of Glouceser, in consideration for this extension of the PILOT to recognize the new ownership of Franklin Square Owner LLC, does agree to further amend said Tax Abatement Agreement as follows:

(a) The Tax Abatement Agreement, as amended herein, shall extend for a period of 20 years from the date hereof or until the termination of the HUD Section 8 project assistance contract, whichever occurs first, commencing with payment in the first quarter of 2018.

(b) The Township of Gloucester hereby acknowledges and consents to the transfer of the project from Franklin Square Associates to Franklin Square Owner LLC.

(c) All other provisions of the original agreement dated November 12, 1975 and subsequently amended on October 14, 1977, and August 25, 2008, shall remain in full force and effect.

FRANKLIN SQUARE OWNER LLC

_____
John Tatum
Authorized Signatory

_____
Attest

TOWNSHIP OF GLOUCESTER

BY: _____
David R. Mayer, Mayor

ATTEST:

_____
TOWNSHIP CLERK

R-17:11-293

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
8701	5.09	Marlene Argentina 18 Charles Ave. Blackwood, NJ 08012	2017	$1,786.09	Overpayment
12606	14	John E. Bauer 301 Hillcrest Ave. Blackwood, NJ 08012	2017	$1,764.97	Erroneous Payment
15812	1-C2408	Corelogic P.O. Box 9202 Coppell, TX 75019-9766 Attention: Refund Department	2017	$1,895.74	Overpayment

ADOPTED: November 13, 2017

_____
Council President

_____
Township Clerk

R-17:11-294 RESOLUTION OF THE TOWNSHIP COUNCIL FOR THE TOWNSHIP OF GLOUCESTER AUTHORIZING THE SIGNING OF A CORRECTIVE DEED FOR PREMISES KNOWN AS BLOCK 20401, LOT 6 TO EMPIRE INVESTMENT ENTERPRISES LLC

WHEREAS, on or about September 2012 the Planning Board of the Townshi of Gloucester approved a minor subdivision to Empire Investment Enterprises LLC, the applicant, involving premises known as Block 20401, Lot 6 and

WHEREAS, as part of the minor subdivision approval, the applicant was required to file a Wetlands Disclosure Deed for part of Block 20401, Lot 6 as point of disclosure designating the portion of Lot 6 as fresh water wetlands, and

WHEREAS, the applicant complied, but inadvertently recorded the deed to the Township of Gloucester. The applicant has continually paid real estate taxes on the entirety of Lot 6, and

WHEREAS, it has been determined to record a Corrective Deed transferring the portion of Lot 6, designated as freshwater wetland back to Empire Investment Enterprises LLC

NOW, THEREFORE IT IS HEREIN RESOLVED by the Township Council for the Township of Gloucester that the Mayor or Business Administrator for the Township of Gloucester is hereby authorized to sign a corrective Deed of Wetlands Disclosure, a copy of which is attached hereto.

Adopted: November 13, 2017

ATTEST:

_____
President of Council

_____
Township Clerk

CARLAMERE & ROWAN

Attorneys at Law

1546 Blackwood Clementon Road
P.O. Box 1397
Blackwood, New Jersey 08012

(856)-232-9200
FAX (856)-232-9201

David F. Carlamere
dfc.law@verizon.net
David N. Rowan
dnr.law@verizon.net

November 7th 2017

TO: Township Council

FROM: David F. Carlamere Esq.

RE: Corrective Deed
Block 20401 Lot 6

Dear Members of Township Council,

As discussed at the November 6th 2017 Work Agenda Meeting of Township Council, attached please the proposed resolution authorizing the signing of a Corrective Deed related to property Block 20401 Lot 6.

By way of explanation, the lot in question was part of a minor subdivision granted by the Gloucester Township Planning Board. (approximately September 2012)

As a condition of the minor subdivision approval, Mr. Lechner, Township Planner, required Empire Investment Enterprises LLC (applicant) to record a Wetlands Disclosure Deed to alert all future buyers of lots within the minor subdivision of the presence of freshwater wetlands.

The applicant complied but incorrectly title the property to the Township of Gloucester. (copy of incorrect deed attached). Notwithstanding the deed titled to the Township, I have been informed the applicant has continually paid taxes on the property.

To correct the error of deed title a Corrective Deed must be recorded. To properly evidence the chain of title, it is suggested the Corrective Deed be granted from the Township of Gloucester and Empire Investments Enterprises LLC (Form of Corrective Deed Attached to properly reflect their equitable interest)

I will have the appropriate Resolution placed on the November 13th agenda.

Very Truly Yours,
David F. Carlamere Esq.

DFC/hpc

3-DEED-BARGAIN AND SALE (Covenant as to Grantor's Acts)
CORP. TO IND. OR CORP. Plain Language
CAMDEN COUNTY CLERK'S OFFICE
DEED-OR BOOK 09751 PG 1106
RECORDED 02/20/2013 09:13:55
FILE NUMBER 2013013029
CITY # 1043280 DECD DT: Janeus
RECORDING FEES $3.00
[illegible]

Prepared by:(print signer's name below signature)

JOHN D. WADE, ESQUIRE

WETLANDS DISCLOSURE DEED

This Deed is made on January 15, 2013.

BETWEEN EMPIRE INVESTMENT ENTERPRISES, LLC

hose address is P. O. Box 1458, Laurel Springs, NJ 08021

referred to as the Grantor,

AND TOWNSHIP OF GLOUCESTER

ose post office address is P. O. Box 8, Blackwood, NJ 08012

referred to as the Grantee.

words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property lescribed below to the Grantee. This transfer is made for the sum of One Dollar ($1.00) he Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Gloucester Township
l. No. 20401 Part of Lot 6 Account No.
No property tax identification number is available on the date of this Deed. (check box if applicable).

Property. The property consists of the land and all the buildings and structures on the land in the wnship of Gloucester, County of Camden, and State of New Jersey. The legal description is:

ATTACHED HERETO AND MADE A PART HEREOF IS A COPY OF THE LEGAL DESCRIPTION R THE PROPERTY BEING CONVEYED HEREUNDER AS PREPARED BY MONARCH GINEERING & ENGINEERS, LLC.

BEING the same land and premises which became vested in Empire Investment Enterprises, LLC by t from Joseph William Kennedy, individually and as Executor under the Last Will and Testament of Alice Kennedy, deceased, dated 11/10/10, and recorded in the Office of the Camden County Clerk on 11/17/10 eed Book 9326, Page 926.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

EMPIRE INVESTMENT ENTERPRISES, LLC

Witnessed or Attested by:

BY: _____
Henry Alfano

John D Wade

STATE OF NEW JERSEY, COUNTY OF Camden SS.:

I CERTIFY that on January 15, 2012, Henry Alfano
personally came before and stated to my satisfaction that this person (or if more than one, each person):

was a member of Empire Investment Enterprises, LLC, the maker of the attached deed;
was authorized to and did execute this Deed as a member of the limited liability company named in the deed;
made this deed for $1.00 as the full and actual consideration paid or to be paid for the transfer of title (such consideration is defined in N.J.S.A. 46:15-5.); and
executed this Deed as the act of the limited liability company.

Carol Terreri
(print name and title below signature)

CAROL TERRERI
A Notary Public of New Jersey
My Commission Expires June 7, 2017

Send Return to:

Prepared by: (print signer's name below signature)

LEONARD J. WOOD, ESQUIRE

CORRECTIVE DEED
WETLANDS DISCLOSURE

This Deed is made on August _____, 2017,

BETWEEN TOWNSHIP OF GLOUCESTER, whose address is PO Box 8, Blackwood, New Jersey 08012 and EMPIRE INVESTMENT ENTERPRISES, LLC, whose address is PO Box 1458, Laurel Springs, New Jersey 08021, referred to as the Grantors,

AND EMPIRE INVESTMENT ENTERPRISES, LLC, whose address is PO Box 1458, Laurel Springs, New Jersey 08021, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE DOLLARS. ($1.00) The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Gloucester Township, Block No. 20401 Part of Lot No. 6

( ) No property tax identification number is available on the date of this Deed. (check box if applicable).

Property. The property consists of the land and all the buildings and structures on the land in the Township of Gloucester, County of Camden, and State of New Jersey. The legal description is:

ATTACHED HERETO AND MADE A PART HEREOF IS A COPY OF THE LEGAL DESCRIPTION FOR THE PROPERTY BEING CONVEYED HEREUNDER AS PREPARED BY MONARCH ENGINEERING & ENGINEERS, LLC.

BEING the same land and premises which inadvertently became vested in the TOWNSHIP OF GLOUCESTER by Deed dated 01/15/2013 and recorded 02/20/2013, in the Camden County Clerk/Register's Office in Deed Book 09751, Page 1106. The prior Deed was an inaccurate Deed as the property should have never been transferred to the Township of Gloucester. This Deed corrects the

prior Deed and properly places the ownership of the property in EMPIRE INVESTMENT ENTERPRISES, LLC.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate offices and its corporate seal is affixed.

Witnessed by: TOWNSHIP OF GLOUCESTER

_____ _____

DAVID R. MAYER, MAYOR

STATE OF NEW JERSEY, COUNTY OF CAMDEN SS.:

I CERTIFY that on August ____, 2017, DAVID R. MAYER, in his capacity as Mayor of the Township of Gloucester, personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the attached deed;
(b) was authorized to execute this Deed as Mayor of the Township of Gloucester;
(c) made this deed for One Dollar ($1.00) as the full and actual consideration paid or to be paid for the transfer of title. (such consideration is defined in N.J.S.A. 46:15-5.); and
(d) executed this Deed as the act of the Township of Gloucester.

_____

(print name and title below signature)

R-17:11-295

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER AMENDING THE EMPLOYMENT AGREEMENT WITH THE CHIEF OF POLICE AND DEPUTY CHIEF OF POLICE

WHEREAS, Gloucester Township is party to an individual employment agreement ("Agreement") with its Chief of Police and its Deputy Chief of Police;

WHEREAS, the Agreement has a term of January 1, 2016 through December 31, 2018;

WHEREAS, in order to provide clarified contractual language, the Township and the Chief and Deputy Chief have drafted a revised Agreement;

WHEREAS, the Township and the Chief and Deputy Chief also each wish to provide for terms and condition to extend through December 31, 2020;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township Gloucester hereby authorizes and directs the Mayor to review and to execute the Amended Agreement upon its finalization.

Adopted: November 13, 2017

ATTEST:

_____
President of Council

_____
Township Clerk

R-17:11-296

RESOLUTION AUTHORIZING THE SOLICITING OF RFQ'S VIA THE GLOUCESTER TOWNSHIP WEBSITE FOR VARIOUS PROFESSIONAL SERVICES

WHEREAS, the laws of the State of New Jersey pursuant to Public Contracts and Pay-to-Play legislation authorizes request for qualifications for various professional services; and

NOW, THEREFORE, BE IT RESOLVED that the Soliciting of RFQ'S via the Gloucester Township Website is hereby authorized, in accordance with the respective specifications provided through the office of the Business Administrator for the following positions:

Municipal Architect
Energy Consultant
Solicitor - Zoning Board
Engineer- Zoning Board
Engineer - Streets
Municipal Labor Counsel
Municipal Bond Counsel
Municipal Auditor
Clinical Social Worker
Engineer - Storm Drainage
Redevelopment Planner/Architect
Municipal Public Defender
Municipal Court Chief Prosecutor/Municipal Prosecutor
Substance Abuse Advocate
Special Counsel – Special Litigation
Grants/CDBG Consultant
Special Counsel – Workers' Compensation Insurance Plan
Municipal Land Use Attorney
Economic Development Consultant
Computer/Computer Network Consultant
Media Consultant
Engineer - Sidewalks
Engineer - Recreation
Finance Advisor
Redevelopment Engineer
Planning Board Attorney
Planning Board Engineer
Planning Board Conflict Engineer
Planning Board Traffic Engineer
Tax Appeal Consultant
Environmental Engineer
Landscape Architect

Adopted: November 13, 2017

_____
COUNCIL PRESIDENT

ATTEST:

_____
TOWNSHIP CLERK

R-17:11-297

RESOLUTION AUTHORIZING RELEASE OF SECURITIES FOR C. KEYS LLC IN THE TOWNSHIP OF GLOUCESTER

WHEREAS, the developer of C Keys LLC has supplied the Township of Gloucester with securities covering this site plan, within the Township of Gloucester, and

WHEREAS, the Engineer has inspected this project and has given his report to the Township Council of the Township of Gloucester, and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that the securities in the amount of $52,099.20 in the name of C Keys LLC be released upon the posting of an approved maintenance bond in the amount of $5,788.80.

Adopted: November 13, 2017

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

REMINGTON
& VERNICK
ENGINEERS

51 Haddonfield Road, Suite 260
Cherry Hill, NJ 08002
O: (856) 795-9595
F: (856) 795-1882

October 26, 2017

Ms. Rosemary DiJosie
Township Clerk
Gloucester Township
P.O. Box 8
Blackwood, NJ 08012

Re: Gloucester Township
The Shoppes at Cross Keys, Phase II
611 Berlin-Cross Keys Road
Block 18501, Lot 12
Twp. Inspection #09176
Performance Guarantee Release
Our File: 04-15-P-1151.I

Dear Ms. DiJosie:

At the request of the applicant, our office has conducted an inspection of the site improvements for the above-referenced project. Based upon our investigation, we recommend the release of the Performance Guarantee established in the amount of **$52,099.20** and the Cash Guarantee in the amount of **$5,788.80**. Prior to this release, we also recommend the activation of the Maintenance Guarantee in the amount of **$8,683.20**, representing 15% of the Total Bonded Improvements for the items covered by the Performance Guarantee. This amount is to be held for a period of two (2) years.

The release of the Performance Guarantee is contingent upon the payment of all-outstanding Remington & Vernick Engineers' Vouchers. If you should have any questions, please contact Steven D. Fini, Regional Field Supervisor, at 856-795-9595.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

Anthony W. Donofrio, C.M.I., E.T.
Department Head
Construction Management/Inspection Department

John J. Cantwell, P.E., P.P., C.M.E.

AWD:JJC:sdf
cc: Mayor David Mayer
Thomas C. Cardis, Administrator
Kenneth Lechner, Township Planner
Kevin Bucceroni, Public Works
Stoltz Management Co., 725 Conshohocken St. Rd., Bala Cywyd, PA 19004

t:\product\gloutwp\p1151.i- the shoppes @ cross keys-ph2-insspection; escrow #09176; applic #111048insp\perf. guarantee release (items covered certain bond items only)- 10-26-17.doc

FIRSTRUST

BANKING LEADERS. SINCE 1934

Standby Letter of Credit

IRREVOCABLE LETTER OF CREDIT NO.:	**1006**	**AMOUNT:**	**$52,099.20**
ISSUED DATE:	**February 10, 2015**	**EXPIRATION DATE:**	**February 10, 2016**
BENEFICIARY:	**Township of Gloucester** **Chews Landing – Clementon Road at Hider Lane** **P O BOX 8** **Blackwood, NJ 08012-0008**		
APPLICANT:	**C KEYS LLC** **c/o Stoltz Management** **725 Conshohocken State Road** **Bala Cynwyd, PA 19004**		

We hereby establish our Standby Letter of Credit in Township of Gloucester's favor by order of C KEYS LLC, for the sum in an aggregate amount not to exceed Fifty Two Thousand Ninety Nine and 20/100 ($52,099.20) DOLLARS available by the presentation of Beneficiary's sight draft in an amount not exceeding the credit hereby established and accompanied by:

1. Beneficiary's signed statement certifying that:

   "The amount of this drawing USD $___ [insert amount] ___ under Firstrust Bank Letter of Credit Number 1006 represents funds due us from C KEYS LLC."

Partial drawings under this Letter of Credit shall be permitted.

The drawing under this Letter of Credit must be accompanied by the original Letter of Credit for proper endorsement.
We hereby agree with Beneficiary that any draft drawn under or in compliance with the terms of this STANDBY LETTER OF CREDIT will be duly honored if presented to us on or before February 10, 2016.

Presentation of such draft, certificates and the original Letter of Credit for cancellation shall be made at our offices located at **FIRSTRUST BANK**, GREENTREE MEWS, 600 NORTH ROUTE 73, MARLTON, NJ 08053, ATTENTION: LETTER OF CREDIT DEPARTMENT COMMERCIAL LOAN OPERATIONS MANAGER, specifically referring thereon to "Firstrust Bank Standby Letter of Credit No. 1006".

It is a condition of this Letter of Credit that it shall be automatically extended, without amendment, for additional periods of one (1) year from the present and each future expiration date, unless we notify you in writing to the above address by registered, certified or hand delivered mail at least sixty (60) days prior to such expiration date, that this Letter of Credit will not be extended for any such additional period. In no event will this Letter of Credit be renewed beyond February 10, 2018.

If a drawing is made by you hereunder on a Business Day, and provided that such drawing and the documents presented in connection therewith strictly conform to the terms and conditions herein, payment shall be made to you of the amount specified, in immediately available funds, within two (2) Business Days after presentation. "Business Day" shall mean any day other than Saturday, a Sunday or a day on which banking institutions in Pennsylvania are authorized or required by law to close.

This Standby Letter of Credit is non-transferable. Only you may make a drawing under this Letter of Credit. Upon the payment to you or your account of the amount specified in a sight draft drawn hereunder, we shall be fully discharged on our obligation under this Letter of Credit in respect of such sight draft to you or any other person.

This Letter of Credit is subject to the "International Standby Practices (ISP98), International Chamber of Commerce Publication No. 590". This Letter of Credit shall also be governed by the Uniform Commercial Code of the State of New Jersey. Communications with respect to the Letter of Credit shall be in writing and shall be addressed to us at **FIRSTRUST BANK**, 1 WALNUT GROVE DRIVE, HORSHAM, PA 19044-2201, ATTENTION: LETTER OF CREDIT DEPARTMENT COMMERCIAL LOAN OPERATIONS MANAGER, specifically referring thereon to "Firstrust Bank Standby Letter of Credit No. 1006".

Jacob Reiter,
Senior Vice President

Seth Mackler,
Executive Vice President

R-17:11-298

RESOLUTION AUTHORIZING THE ADVERTISING OF BIDS FOR PARTICIPATION IN GLOUCESTER TOWNSHIPS SNOW REMOVAL PROGRAM

WHEREAS, the 2018 Budget provides funds for the purchase of certain materials and supplies and equipment whose aggregate value will exceed $40,000.00, and

WHEREAS, the State Statutes require that items exceeding $40,000.00 be properly advertised and bids received.

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

SNOW REMOVAL CONTRACTORS FOR PARTICIPATION IN GLOUCESTER TOWNSHIPS SNOW REMOVAL PROGRAM

Adopted: September 12, 2011

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK