GLOUCESTER TOWNSHIP

COUNCIL MEETING

NOVEMBER 27, 2017

PLEDGE ALLEGIANCE TO THE FLAG

INVOCATION: Father Joseph Szolack of Our Lady of Hope Parish

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. Power, Asst. Township Clerk

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

SWEARING IN: The following Officers were sworn in:
Sergeant Michael Miller
Patrolman John Bonelli
Patrolman Richard Jones
Patrolman Matthew Covington

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.

MINUTES: WAIVE THE READING AND ACCEPT THE MINUTES OF:
Regular Meeting November 13, 2017

ORDINANCES: SECOND READING AND PUBLIC HEARING

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-17:11-299 RESOLUTION AUTHORIZING THE PAYMENT OF BILLS

R-17:11-300 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-17:11-301 RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY IN A SAFE AND SECURE COMMUNITIES PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY

R-17:11-302 RESOLUTION AUTHORIZING REFUNDING OF TAXES

R-17:11-303 RESOLUTION AUTHORIZING REFUNDS OF ENCROACHMENT DEPOSITS

R-17:11-304 RESOLUTION AUTHORIZING REFUNDS OF ENCROACHMENT DEPOSITS

R-17:11-305 RESOLUTION AUTHORIZING REFUNDS OF ENCROACHMENT DEPOSITS

R-17:11-306 RESOLUTION AUTHORIZING REDUCTION OF SECURITIES FOR THE IRON GATE DEVELOPMENT IN THE TOWNSHIP OF GLOUCESTER

R-17:11-307 RESOLUTION AUTHORIZING THE APPLICATION OF GLOUCESTER TOWNSHIP TO THE NEW JERSEY TRANSPORTATION CORPORATION FOR THE PURCHASE AND INSTALLATION OF A BUS SHELTER IN THE TOWNSHIP OF GLOUCESTER

R-17:11-308 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, AUTHORIZING THE SIGNING OF A FIVE FOOT WIDE PERPETUAL RIGHT OF WAY EASEMENT TO ATLANTIC ELECTRIC

R-17:11-309 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER AUTHORIZING THE SIGNING OF A SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF GLOUCESTER AND THE GLOUCESTER TOWNSHIP MUNICIPALITIES AUTHORITY FOR STAFFING OF THE POSITION OF CERTIFIED PUBLIC WORKS MANAGER

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

GLOUCESTER TOWNSHIP POLICE

DEDICATED TO SERVICE • COMMITTED TO EXCELLENCE

W. HARRY EARLE
CHIEF OF POLICE
FBI NA #234

TO: Roe DiJose
FROM: Chief Harry Earle
DATE: November 21, 2017
RE: Swearing In at Council Meeting

I am requesting to have the following officers sworn in at the Council Meeting held on Monday, November 27, 2017.

Sergeant Michael Miller
Patrolman John Bonelli
Patrolman Richard Jones
Patrolman Matthew Covington

Thank you for your anticipated cooperation.

Professionally,

H Earle

Chief Harry Earle

DISPATCH: 856-228-4500 • WEB: www.gtpolice.com • EMAIL: police@gtpolice.com
1261 Chews Landing Road, Laurel Springs, New Jersey 08021

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-17:11-299

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	$ 638,621.93
CAPITAL ACCOUNT Per attached computer read out of the claims presented in the amount of	$ 193,537.62
TRUST Per attached computer readout of the claims presented in the amount of	$ 30,753.65
DEVELOPERS ESCROW Per attached computer readout of the claims presented in the amount of	$ 6,335.50
ANIMAL TRUST Per attached computer readout of the claims presented in the amount of	$ 671.35
MANUAL CHECKS Per attached computer readout of the claims presented in the amount of	$ 9,903,770.82

Adopted: November 27, 2017

PRESIDENT COUNCIL

ATTEST:

TOWNSHIP CLERK

R-17:11-300

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: November 27, 2017

_____
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 13, 2017, 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, 2018 and running through December 31, 2018.
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: $96,600.00 per 12 months for basic shelter services for 920 animals per calendar year, payable on a monthly basis at $8,050.00 per month, due within 30 days of the invoice date. An additional charge of $105.00 per animal will be assessed for any animal placed with AWSCC above the allotted 920 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

AWSCC
Animal Welfare Society of Camden County

camden county
ANIMAL SHELTER

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:	AWSCC Representative:
	Vicki Rowland
Printed Name	Printed Name: Vicki Rowland
	Vicki Rowland
Signature	Signature: Vicki Rowland
	Executive Director, AWSCC 11/13/2017
Title Date	Title Date
Witnessed or Attested by:	Witnessed or Attested by:
	Michael Bricker
Printed Name	Printed Name: Michael Bricker
	M. B.
Signature	Signature: Michael Bricker
	Operations Manager, AWSCC 11/13/2017
Title Date	Title Date

R-17:11-301

RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY IN A SAFE AND SECURE COMMUNITIES PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY

WHEREAS, the Township of Gloucester wishes to apply for $90,000 in funding for a project under the Safe and Secure Communities Program (Grant # P-18-0415) and

WHEREAS, the Township Council of the Township of Gloucester has reviewed the accompanying application and has approved said request, and

WHEREAS, the project is a joint effort between the Department of Law and Public Safety and the Township of Gloucester for the purpose described in the application;

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

1. As a matter of public policy the Township of Gloucester wishes to participate to the fullest extent possible with the Department of Law and Public Safety.
2. The Attorney General will receive funds on behalf of the applicant.
3. The Division of Criminal Justice shall be responsible for the receipt and review of the application for said funds.
4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.

Adopted: November 27, 2017

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

R-17:11-302

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
5804	33	Corelogic P.O. Box 9202 Coppell, TX 75019-9766 Attn: Refund Department	2017	$2,041.14	Overpayment
8701	5.09	Marlena Argentina 18 Charles Ave. Blackwood, NJ 08012	2017	$2,828.01	Overpayment
14403	85	Federation Title Agency 90 W. Old Marlton Pike, Suite B Marlton, NJ 08053 Attn: Michelle Pohubka	2017	$1,671.29	Duplicate Payment
18304	49	Green Tree c/o Corelogic 3001 Hackberry Rd. Irving, TX 75063-0156 Attn: Pritika Chowdhary	2017	$3,466.73	Overpayment

ADOPTED: November 27, 2017

_____
Council President

_____
Township Clerk

R-17:11-303

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 CARDELLI
15 ROBERTS DR.
SOMERDALE, NJ 08083

APPLICATION: #195429

PERMIT: #9618

AMOUNT: $125.00

ADOPTED: NOVEMBER 27, 2017

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

R-17:11-304

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:

KLEINFELDER INC.
3AAA DRIVE
HAMILTON, NJ 08691

APPLICATION: #201511

PERMIT: #10157

AMOUNT: $110.00

ADOPTED: NOVEMBER 27, 2017

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

R-17:11-305

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:

ED PINE
47 COLES RD.
BLACKWOOD, NJ 08012

APPLICATION: #208138 & #208139

PERMIT: #10796 & #10797

AMOUNT: $840.00

ADOPTED: NOVEMBER 27, 2017

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

R-17:11-306

RESOLUTION AUTHORIZING REDUCTION OF SECURITIES OF CAL ATLANTIC GROUP FOR THE IRON GATE DEVELOPMENT IN THE TOWNSHIP OF GLOUCESTER

WHEREAS, the Developer of Iron Gate Development has supplied the Township of Gloucester with Securities for Subdivision Improvements, 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 that the Township Council of the Township of Gloucester does hereby authorize the reduction of securities for Iron Gate Development as follows:

From $814,617.00 to $308,062.44

Adopted: November 20, 2017

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

REMINGTON & VERNICK ENGINEERS
AND AFFILIATES

PRINCIPALS
Edward Vernick, PE, CME, President
Craig F. Remington, PLS, PP, Vice President
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME, CFM
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME
Kim Wendell Bibbs, PE, CME
Marc DeBlasio, PE, PP, CME, CPWM, CEP
Alan Dittenhofer, PE, PP, CME
Leonard A. Faiola, PE, PP, CME
Christopher J. Fazio, PE, CME
Terence Vogt, PE, PP, CME
Dennis K. Yoder, PE, PP, CME

SENIOR ASSOCIATES
Charles E. Adamson, PLS, AET
John J. Cantwell, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE
Annina Hogan, PE, RA, CME, CPWM, LEED AP
Kenneth C. Ressler, PE, CME
Frank J. Seney, Jr., PE, PP, CME, NBIS
Gregory J. Sullivan, PE, PP, CME, CEA

PLEASE REPLY TO THE NOTED OFFICE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595

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

Remington, Vernick & Vena Engineers
9 Allen Street
Toms River, NJ 08753
(732) 286-9220

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000

Remington, Vernick & Walberg Engineers
845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150

Melford Plaza I, Suite 400
16701 Melford Boulevard
Bowie, MD 20715
(240) 544-5382

Remington, Vernick & Beach Engineers
922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050

1000 Church Hill Road, Suite 220
Pittsburgh, PA 15205
(412) 263-2200

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212

Remington, Vernick & Arango Engineers
The Presidential Center, Lincoln Building
Suite 600, 101 Route 130,
Cinnaminson, NJ 08077
(856) 303-1245

One Harmon Plaza, Suite 210
Secaucus, NJ 07094
(201) 624-2137

Professional Excellence Since 1901

August 2, 2017

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

Re: Gloucester Township
Iron Gate Development
Jarvis Rd. & Williamstown- Chews Landing Rd.
Block 17499, Lot 1
Inspection Escrow #10990
Performance Guarantee Reduction #3
Our File: 04-15-Z-110.I

Dear Ms. DiJosie:

Our office has conducted an inspection of the above-referenced project. Based upon our investigation, we recommend a reduction to the Performance Guarantee, originally established in the amount of **$814,617.00**, to its reduced amount of **$308,062.44**.

Enclosed, please find our breakdown reflecting the percentage complete and the amount of work remaining to date.

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
Enclosure
cc: Mayor David Mayer
Thomas C. Cardis, Administrator
Kenneth Lechner, Director of Community Development

I:\product\gloutwp\z110 i- iron gate development- ryland homes- inspect escrow #10990\perf guarantee red#3-8-2-17.rtf

SURETY REDUCTION NUMBER 2

2-Aug-17

TOWNSHIP OF GLOUCESTER
IRON GATE DEVELOPMENT
JARVIS ROAD AND WILLIAMSTOWN-CHEWS LANDING RD.
BLOCK 17499, LOT 1

TWP. NO. 021110-INSP
ESCROW NO. 10990
R&V's NO. 04-15-Z-110.I

Qty	Unit	Item	Cost Per Unit	Price	Percent Complete	Amount Remaining
		EXCAVATION & CLEARING				
4	AC	Site Clearing & Grading (open area)	$1,000.00	$4,000.00	100.0%	$0.00
4200	CY	Stockpile Topsoil (6" entire disturbed area)	$6.00	$25,200.00	100.0%	$0.00
1	AC	Ste Clearing (wooded area)	$3,500.00	$3,500.00	100.0%	$0.00
5.3	AC	Soil Erosion/ Sediment Control	$3,000.00	$15,900.00	100.0%	$0.00
		PAVING & CONCRETE				
2470	SY	2" Bituminous Surface Course-1	$10.50	$25,935.00	0.0%	$25,935.00
2470	SY	4" Stabilized Base	$20.70	$51,129.00	100.0%	$0.00
2470	SY	6" Dense Graded Aggregate	$11.00	$27,170.00	100.0%	$0.00
1	LS	Pavement Repair in County Rd.	$1,800.00	$1,800.00	100.0%	$0.00
1510	SY	4" Concrete Sidewalk	$63.00	$95,130.00	8.0%	$87,519.60
200	SY	6" Concrete Sidewalk at Driveways	$76.50	$15,300.00	0.0%	$15,300.00
2120	SY	4" DGA under sidewalk and aprons	$10.00	$21,200.00	0.0%	$21,200.00
400	SY	6" Concrete Driveway Apron	$81.00	$32,400.00	0.0%	$32,400.00
1400	LF	9" x 18" Concrete Curbing	$25.00	$35,000.00	100.0%	$0.00
55	LF	9" x 20" Concrete Curbing (County)	$27.00	$1,485.00	100.0%	$0.00
7	Units	ADA Ramp (not including curb)	$1,200.00	$8,400.00	70.0%	$2,520.00
1	LS	Repair Exosting Jarvis Rd. Sidewalk	$1,000.00	$1,000.00	100.0%	$0.00

SURETY REDUCTION NUMBER 2

2-Aug-17

TOWNSHIP OF GLOUCESTER
IRON GATE DEVELOPMENT
JARVIS ROAD AND WILLIAMSTOWN-CHEWS LANDING RD.
BLOCK 17499, LOT 1

TWP. NO. 021110-INSP
ESCROW NO. 10990
R&V's NO. 04-15-Z-110.I

Qty	Unit	Item	Cost Per Unit	Price	Percent Complete	Amount Remaining
		STORM SEWER				
800	LF	15" RCP- Class III	$60.00	$48,000.00	100.0%	$0.00
405	LF	18" RCP- Class III	$65.00	$26,325.00	100.0%	$0.00
50	LF	21" RCP- Class III	$70.00	$3,500.00	100.0%	$0.00
84	CY	Pipe Bedding	$29.00	$2,436.00	100.0%	$0.00
11	CY	Rip Rap Aprons	$60.00	$660.00	100.0%	$0.00
2034	CY	Basin Excavation	$11.50	$23,391.00	100.0%	$0.00
70	SY	Emergency Spillway	$52.00	$3,640.00	100.0%	$0.00
150	CY	K5 Sand	$40.00	$6,000.00	0.0%	$6,000.00
1	Unit	Basin Outfall Structure (6'-8' Deep)	$6,200.00	$6,200.00	100.0%	$0.00
1	Unit	Trash Rack	$2,300.00	$2,300.00	100.0%	$0.00
2	Units	Conccrete Headwall- 18" RCP	$4,315.00	$8,630.00	100.0%	$0.00
7	Units	Type "A" Inlet (0'-6' deep)	$3,700.00	$25,900.00	100.0%	$0.00
6	Units	Type "B" Inlet (0'-6' deep)	$4,050.00	$24,300.00	100.0%	$0.00
1	Unit	Basin Access Road	$2,300.00	$2,300.00	0.0%	$2,300.00
1255	LF	Storm Sewer Sysytem Video	$3.50	$4,392.50	0.0%	$4,392.50
		PLANTING				
31	Units	Evergreens	$350.00	$10,850.00	48.0%	$5,642.00
60	Units	Shade Trees	$500.00	$30,000.00	37.0%	$18,900.00
430	Units	Shrubs	$50.00	$21,500.00	42.0%	$12,470.00
2500	SY	Respread Topsoil/Fertil./Seed open space	$4.60	$11,500.00	50.0%	$5,750.00
1440	SY	Mulch- 4" thk.	$4.00	$5,760.00	21.0%	$4,550.40

SURETY REDUCTION NUMBER 2

2-Aug-17

TOWNSHIP OF GLOUCESTER
IRON GATE DEVELOPMENT
JARVIS ROAD AND WILLIAMSTOWN-CHEWS LANDING RD.
BLOCK 17499, LOT 1

TWP. NO. 021110-INSP
ESCROW NO. 10990
R&V's NO. 04-15-Z-110.I

Qty	Unit	Item	Cost Per Unit	Price	Percent Complete	Amount Remaining
		MISCELLANEOUS				
2	Units	Street Signs	$288.00	$576.00	100.0%	$0.00
12	Units	Concrete Control Monument	$250.00	$3,000.00	0.0%	$3,000.00
1	Unit	Fire Hydrants	$4,600.00	$4,600.00	100.0%	$0.00
3000	LF	Trench Compaction Water & Sewer Mains (services within ROW)	$5.75	$17,250.00	100.0%	$0.00
1	Unit	Fence Gate	$690.00	$690.00	0.0%	$690.00
630	LF	Split Rail Fence	$26.00	$16,380.00	76.0%	$3,931.20
3	LF	Crosswalks	$200.00	$600.00	0.0%	$600.00
24	LF	Traffic Stripes, Long Life Epoxy Resin- 24" wide	$7.00	$168.00	0.0%	$168.00
1	Unit	As-Builts	$3,450.00	$3,450.00	0.0%	$3,450.00

TOTALS

SUBTOTAL:	$678,847.50	$256,718.70
20% CONTINGENCIES:	$135,769.50	$51,343.74
TOTAL AMOUNT OF GUARANTEED IMPROVEMENTS:	**$814,617.00**	

Total Amount of Maintenance Bond	$101,827.13
Total Amount of Inspection Escrow	$33,942.38

TOTAL AMOUNT OF GUARANTEE FOLLOWING REDUCTION #2	2-Aug-17	**$308,062.44**
Total Amount of Guarantee Following Reduction #1	25-Apr-17	$604,090.03

STREET LIGHTING

5	Units	70 Watt H.P.S. Pole	$425.00	$2,125.00	0.0%	$2,125.00

TOTALS

TOTAL AMOUNT OF GUARANTEE FOLLOWING SITE LIGHTING REDUCTION	**$2,125.00**

R-17:11-307 **RESOLUTION AUTHORIZING THE APPLICATION OF GLOUCESTER TOWNSHIP TO THE NEW JERSEY TRANSPORTATION CORPORATION FOR THE PURCHASE AND INSTALLATION OF A BUS SHELTER IN THE TOWNSHIP OF GLOUCESTER**

WHEREAS, NJ TRANSIT has funds for the purchase of bus shelters throughout the State of New Jersey; and

WHEREAS, the Township Council of the Township of Gloucester or the Board of Chosen Freeholders of the County may apply to the New Jersey Transit Corporation for the purchase and installation of bus shelters at legally designated bus stops; and

1. **WHEREAS,** the Township of Gloucester, in the interest of promoting public transportation, conservation of energy, traffic safety, and for the convenience of the public, endorses the concept of providing bus shelters within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the application is hereby made by the Township of Gloucester to the New Jersey Transit Corporation for the purchase and installation of one (1) bus shelter(s) as set forth in Exhibit A, made a part thereof.

BE IT FURTHER RESOLVED, that David R. Mayer, Mayor and Rosemary Di Josie, Township Clerk be authorized to execute an agreement or agreements with NJ TRANSIT to arrange for the purchase and installation of the bus shelter.

Adopted: November 27, 2017

_____
President of Council

ATTEST:

_____
Township Clerk, RMC

R-17:11-308 **RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER, CAMDEN COUNTY, AUTHORIZING THE SIGNING OF A FIVE FOOT WIDE PERPETUAL RIGHT OF WAY EASEMENT TO ATLANTIC ELECTRIC**

WHEREAS, Atlantic City Electric has determined the need for a perpetual five feet wide strip along the Township property known as Block 15107, lots 1 and 2; and

WHEREAS, The Township Council of the Township of Gloucester is in agreement to grant a five foot wide perpetual right of way easement to Atlantic City Electric for the installation of electrical transmission and or distribution lines.

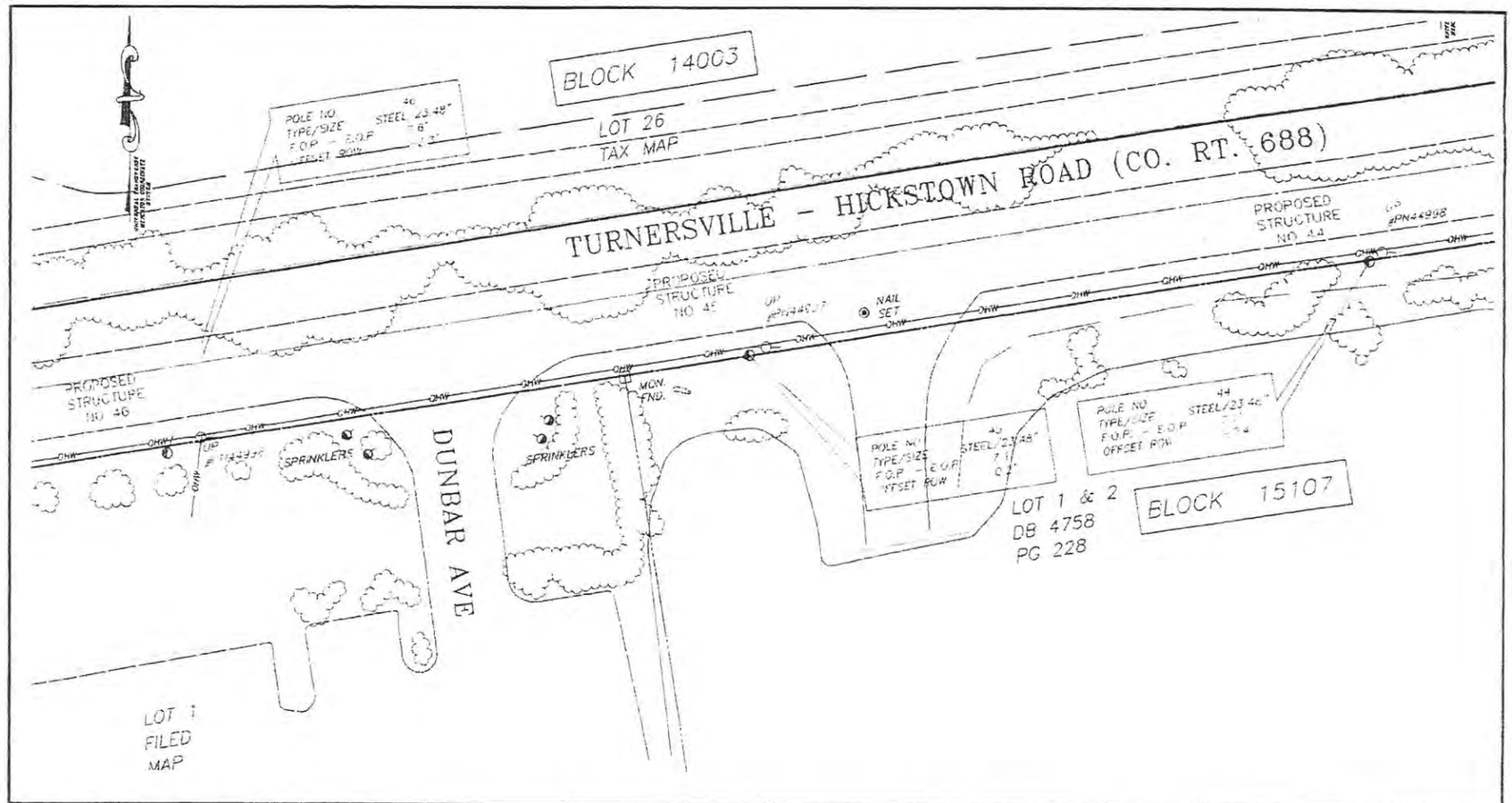
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester of the County of Camden that the Mayor of the Township of Gloucester or the Business Administrator is hereby authorized to sign a perpetual right of way five feet wide perpetual easement to Atlantic City Electric Company along property known as Block 15107 Lots 1 and 2. A copy of the plan of easement is attached hereto.

Adopted: November 27, 2017

ATTEST:

_____
President of Council

_____
Township Clerk



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MICHAEL LAMPLUGH, Sr.
PROFESSIONAL LAND SURVEYOR, NJ 0003625200

DELAWARE VALLEY
DATA COLLECTION, LLC
1917 BROAD LANE ROAD
WILLIAMSTOWN, NJ 08094
TEL 856-262-1117
MLAMPLUGH@VERIZON.NET
NJ CERTIFICATE OF AUTHORIZATION 24GA27112500

EXHIBIT PROPOSED STRUCTURE
44 ,45 & 46 EXHIBIT

GLOUCESTER TOWNSHIP, CAMDEN COUNTY, NEW JERSEY

PROJECT NO	14-173-01
SCALE	1" = 30'
DATE	04/25/2017
CHECKED BY	XXX
SHEET NO	1 of 1

R-17:11-309

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

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

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

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

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

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

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

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

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

The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.

1. The Mayor or Business Administrator of the Township of Gloucester is hereby authorized to execute a Shared Services Agreement with the Gloucester Township MUA, to provide staffing for the position of Certified Public Works Manager.

2. The term of the Shared Services Agreement for the position of Certified Public Works Manager authorized under this Resolution shall be a month to month agreement with a 30 day notice of termination and commence upon execution and extend through December 31, 2018 unless otherwise amended.

4. The form of the Shared Service Agreement is attached hereto.

DATED: November 27, 2017

_____
President of Council

_____
Township Clerk