GLOUCESTER TOWNSHIP COUNCIL MEETING

DECEMBER 27, 2017

PLEDGE ALLEGIANCE TO THE FLAG

INVOCATION: Father Joseph Ganiel of Holy Child Roman Catholic Church

COMMENCEMENT STATEMENT: Mr. Mercado

ROLL CALL:

Mr. Hutchison	Mr. Carlamere, Solicitor
Mr. Schmidt	
Mrs. Stubbs	Mr. Cardis, Business Administrator
Mrs. Winters	Mrs. DiJosie, Township Clerk
Mr. Mignone	
Mrs. Trotto	Mr. Lechner, Dir. of Community Dev.
Mr. Mercado	Chief Earle, Police

R-17:12-322 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

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

WAIVE THE READING & ACCEPT THE MINUTES OF:
Regular Meeting: November 13 and November 27, 2017

BID REPORT: Worker's Compensation – Excess Insurance

RESOLUTIONS:

CONSENT AGENDA

R-17:12-323 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER ACCEPTING THE COPS IN SHOPS COLLEGE INITIATIVE 2017-2018

R-17:12-324 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER AMENDING RESOLUTION R-17:12-313 ENTITLED "RESOLUTION TO AUTHORIZE THE TAX COLLECTOR TO CANCEL ERRONEOUS CHARGES FOR SPECIAL CHARGES"

R-17:12-325 RESOLUTION AUTHORIZING THE PAYMENT OF BILLS

R-17:12-326 RESOLUTION AUTHORIZING THE TAX COLLECTOR TO CANCEL SMALL OVERPAYMENTS IN PROPERTY TAXES IN THE TOWNSHIP OF GLOUCESTER

R-17:12-327 RESOLUTION AUTHORIZING THE TAX COLLECTOR TO CANCEL SMALL BALANCES ON PROPERTY TAXES IN THE TOWNSHIP OF GLOUCESTER

R-17:12-328 RESOLUTION AUTHORIZING GLOUCESTER TOWNSHIP TO MAKE APPLICATION TO THE STATE OF NEW JERSEY FOR MUNICIPAL ALLIANCE AGAINST ALCOHOL AND DRUG ABUSE GRANT FUNDS

R-17:12-329 RESOLUTION CONSENTING TO GLOUCESTER TOWNSHIP MUNICIPAL UTILITY AUTHORITY AND CAMDEN COUNTY MUNICIPAL UTILITY AUTHORITY TO ENTER A INTER-MUNICIPAL SERVICE AGREEMENT FOR SANITARY SEWER SYSTEM CONNECTION AND SERVICE TO WINSLOW TOWNSHIP PROPERTY KNOWN AS BLOCK 601, LOT 1, 1.02 AND 1.03

R-17:12-330 RESOLUTION TO AUTHORIZE THE TAX COLLECTOR TO CANCEL ERRONEOUS CHARGES FOR SPECIAL CHARGES

R-17:12-331 RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 – FINAL FOR 2017 MICROSURFACING PROGRAM IN THE TOWNSHIP OF GLOUCESTER

R-17:12-332 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE TOWNSHIP OF GLOUCESTER AND CONNER STRONG & BUCKELEW-SAFETY NATIONAL

R-17:12-333 RESOLUTION TO MAKE BUDGET TRANSFERS BETWEEN APPROPRIATIONS IN THE CY 2017 GENERAL FUND BUDGET

GT E-GOV ACCESS

PUBLIC PORTION: Public participation, which shall be any item the public chooses to address to the Township Council. Anyone addressing Council may speak one 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

R-17:12-322

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

WHEREAS. The Open Public Meetings Act of the State of New Jersey provides that certain matters may be discussed in "Executive Closed Session" without members of the public being permitted to attend, and

WHEREAS. The following items, pursuant to the Open Public Meetings Act, are permitted closed session discussion,

1. Confidential Matter under Federal or State Statute or Court Rule.
2. Matter which would jeopardize the receipt of Federal Funds.
3. Matter constituting unwarranted invasion of individual privacy.
4. Matter involving collective bargaining.
5. Matter involving purchase, lease or investment using public funds, or involving setting of bank rates.
6. Matters involving investigation of violations or possible violations of law. Any tactics and techniques utilized in protecting the safety and property of the public, provided that disclosure could impair such protection.
7. Matters involving Attorney Client privileges.
8. Matters involving personnel.
9. Matters involving proceedings which could result in civil penalty, suspension or loss of license.

NOW THEREFORE, be it Resolved by the Township Council of the Township of Gloucester that there exists a need to discuss Litigation and Personnel, in executive closed session, and that the public be and is hereby excluded from this discussion on December 27, 2017 at 7:30 pm.

BE IT FURTHER RESOLVED that disclosure to the public of the executive closed session matter shall not be made public until such matter has been resolved.

Adopted: December 27, 2017

_____
President of Council

ATTEST:

_____
Township Clerk

R-17:12-323 **RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER ACCEPTING THE COPS IN SHOPS COLLEGE FALL INITIATIVE 2017-2018**

WHEREAS, the Gloucester Township Police Department has applied for a grant from the State of New Jersey, Division of Alcoholic Beverage Control, to participate in Cops in Shops College Fall Initiative 2017-2018, and

WHEREAS, the Township of Gloucester has been allocated $3,960.00 for the assignment of officers to Cops In Shops details from December 1, 2017 to May 15, 2018, and

WHEREAS, the Township Council of the Township of Gloucester accepts the Cops In Shops funding in the amount of $3,960.00, issued by the State of New Jersey, Division of Alcoholic Beverage Control.

Adopted: December 27, 2017

ATTEST:

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President of Council

_____
Township Clerk

R-17:12-324

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER AMENDING RESOLUTION R-17:12-313 ENTITLED "RESOLUTION TO AUTHORIZE THE TAX COLLECTOR TO CANCEL ERRONEOUS CHARGES FOR SPECIAL CHARGES"

WHEREAS, resolution R-17:12-324 entitled "RESOLUTION TO AUTHORIZE THE TAX COLLECTOR TO CANCEL ERRONEOUS CHARGES FOR SPECIAL CHARGES" was adopted by the Township Council on December 11, 2017, and

WHEREAS, some amounts on the resolution were posted incorrectly and an amending resolution must be adopted to correct the original resolution, and

WHEREAS, the following properties in the Township of Gloucester, as indicated by block and lot number, have been charged special charges for various reasons on the property, and

WHEREAS, the properties were charged incorrectly and/or after the property was sold; and

WHEREAS, the following properties in the Township of Gloucester, are not responsible for the charges,

THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Gloucester, that the Tax Collector be authorized to cancel the following charges for each property accordingly, as amended.

BLOCK	LOT	AMOUNT	REASON
501	10	$282.44	Charged wrong Block & Lot
2206	9	$1,752.57	Charged wrong Block & Lot
3305	11	197.32	Charged in Error
7602	2.03	167.06	Charged after sale
9708	1-C0500	1,544.85	Charged wrong Property
10102	11	481.04	Charged wrong Property
11802	13	50.00	Charged wrong Property
12905	1	176.98	Township owned
13201	23	195.00	Posted after Sale
13202	43	324.16	Charged wrong Property
13601	21	1,000.00	Charged in Error
14702	15.18	12.87	Charged in Error
17003	3	70.00	Charged after Sale
17608	14	171.74	Post after Sale
20902	16	2,276.21	Settlement
17002	61	75.00	Posted after sale

Adopted: December 27, 2017

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PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

R-17:12-325

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	$	246,472.55
CAPITAL ACCOUNT Per attached computer read out of the claims presented in the amount of	$	154,305.08
TRUST Per attached computer readout of the claims presented in the amount of	$	50,254.83
DEVELOPERS ESCROW Per attached computer readout of the claims presented in the amount of	$	13,779.75
ANIMAL TRUST Per attached computer readout of the claims presented in the amount of	$	12,648.40
MANUAL CHECKS Per attached computer readout of the claims presented in the amount of	$	208,701.89

Adopted: December 27, 2017

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PRESIDENT COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

R-17:12-326

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

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

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

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

Adopted: December 27, 2017

ATTEST:

_____
President of Council

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Township Clerk

R-17:12-327

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

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

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

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

Adopted: December 27, 2017

ATTEST:

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President of Council

_____
Township Clerk

R-17:12-328

RESOLUTION AUTHORIZING GLOUCESTER TOWNSHIP TO MAKE APPLICATION TO THE STATE OF NEW JERSEY FOR MUNICIPAL ALLIANCE AGAINST ALCOHOL AND DRUG ABUSE GRANT FUNDS

WHEREAS, the Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey; and

WHEREAS, the Township Council of the Township of Gloucester, County of Camden, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and

WHEREAS, the Township further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Township Council has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Camden;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey does hereby recognizes the following:

1. The Township Council does hereby authorize submission of a strategic plan for the Gloucester Township Municipal Alliance grant for fiscal year 2019 in the amount of:

DEDR $ 39,826.26 Cash Match $ 9,956.57 In-Kind Match $ 29,869.70

2. The Gloucester Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

Adopted: December 27, 2017

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President of Council

Attest:

_____
Township Clerk

R-17:12- 329

RESOLUTION CONSENTING TO GLOUCESTER TOWNSHIP MUNICIPAL UTILITY AUTHORITY AND CAMDEN COUNTY MUNICIPAL UTILITY AUTHORITY TO ENTER A INTER-MUNICIPAL SERVICE AGREEMENT FOR SANITARY SEWER SYSTEM CONNECTION AND SERVICE TO WINSLOW TOWNSHIP PROPERTY KNOWN AS BLOCK 601, LOT 1, 1.02 AND 1.03

WHEREAS, the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority") maintains and operates a sanitary sewer system within the Township of Gloucester under the 1983 Service Contract between said Authority and the Township of Gloucester; and

WHEREAS, the Township of Winslow has no sewer treatment or collection infrastructure facility capable of receiving and treating sewerage; and

WHEREAS, the Authority has requested the Township Council of the Township of Gloucester to consent to enter a Inter-Municipal Service Agreement with Camden County Municipal Utility Authority for the connection of and service to the Gloucester Township Sanitary Sewer System for Winslow Township property known as Block 601, Lot 1, 1.02 and 1.03; and

WHEREAS, the Township Council has determined such approval and consent for said connection and service would be in the best interest of the public health, safety and welfare for both the Township of Gloucester and the Township of Winslow;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that the consent required pursuant to Section 411 of the 1983 Service Agreement between the Gloucester Township Municipal Utilities Authority and the Township of Gloucester be and is hereby given to enter a Inter-Municipal Service Agreement with Camden County Municipal Utility Authority to permit that particular Winslow Township property to wit: Proposed Development located on Berlin Cross Keys Road designated on the Winslow Township Tax Map as Block 601, Lot 1, 1.02 and 1.03 to be connected to the sanitary sewer system for the discharge of wastewater from said site into the Gloucester Township Collection System to the Camden County Municipal Utilities Authority for treatment upon payment of the appropriately determined connection fee, annual service charge, in addition to such other lawful consideration as may be agreed upon or assessed.

NOW, THEREFORE, BE IT FURTHER RESOLVED that all permits and applications and review and inspection fees by the Receiving Authority shall be the responsibility of the Developer.

Adopted: December 27, 2017

ATTEST:

_____
President of Council

_____
Township Clerk

INTER-MUNICIPAL SERVICE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2017, by and between the Township of Winslow, a body corporate and politic of the State of New Jersey (the "Sending Township"), the Gloucester Township Municipal Utilities Authority, a body corporate and politic of the State of New Jersey (the "Receiving Authority") and Moreland Development, LLC, a Pennsylvania limited liability company with its principal address at 111 Presidential Boulevard, Suite 209, Bala Cynwyd, Pennsylvania 19003 (the "Developer").

WITNESSETH:

WHEREAS, the Receiving Authority is duly organized and existing under the laws of the State of New Jersey for the purpose, among other things, of acquiring, constructing, maintaining, operating and/or improving works for the collection and conveyance of sewage waste; and

WHEREAS, the Receiving Authority entered into a Service Agreement with the Camden County Municipal Utilities Authority ("CCMUA") to collect and convey sewage within Gloucester Township to the CCMUA for treatment and/or disposal; and

WHEREAS, the Developer received Major Site Plan Approvals from the Winslow Township Planning Board (the "Approvals") to construct a Royal Farms convenience store with gasoline pumps (the "Project") at the southerly corner of Johnson Road and Cross Keys Road in Winslow Township, presently designated as Block 601, Lot 1 (to become Block 601, Lots 1.02 and 1.03 upon the perfection of a previously-obtained minor subdivision approval) on the Winslow Township Tax Map as set forth on Exhibit "A," (the "Designated Area"); and

WHEREAS, the Sending Township has no sewer treatment or collection infrastructure and/or facilities capable of receiving and treating sewage from the Designated Area; and

WHEREAS, as part of the Approvals and in support of the Project, the Developer is responsible to construct, install and/or lay sufficient sewer collection infrastructure and/or facilities within the Designated Area; and

WHEREAS, the Receiving Authority operates and maintains sewer facilities in the Township of Gloucester, County of Camden, State of New Jersey, conforming to the rules and regulations of the New Jersey Department of Environmental Protection; and

WHEREAS, the Receiving Authority is agreeable to collect and convey sewage from the Designated Area to the CCMUA which presently has sufficient capacity to accept and treat sewage from the Designated Area, subject to the terms and conditions of this Agreement; and

WHEREAS, the consent of the Gloucester Township Mayor and Council is required in order for the Receiving Authority to accept sewage from beyond its political boundaries, and that said consent has been received in accordance with a resolution of the Township Council of Gloucester Township, a copy of which is attached hereto as "Exhibit B"; and

WHEREAS, the consent of the Township of Winslow is required in order for the Sending Township to approve sewerage within its political boundaries to connect into the Receiving Authority's sewer collection system, and that said consent has been received in accordance with a resolution of the Mayor and Committee of the Township of Winslow, a copy of which is attached hereto as Exhibit "C."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the signing of this Agreement by the respective parties, and in further consideration of the term and covenants of this Agreement, and the mutual benefits to be gained by the parties hereto;

AND IN FURTHER CONSIDERATION of One Dollar ($1.00) good and lawful money of the United States exchanged by and between the parties hereto at the execution of this

Agreement, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Developer shall construct, install and/or lay within the Designated Area such sewer collection infrastructure as necessary to support the Project as set forth in the Approvals and as approved by the Sending Township. Developer may not change the approved use of the property that is the subject of the Project without first obtaining prior written consent and/or approval of both Receiving Authority and Sending Township.

2. The Receiving Authority hereby agrees to accept, collect and convey sewage from the Developer which originates at the Designated Area. The Receiving Authority and Sending Township acknowledge and agree that this flow shall be part of the Sending Township's allocation of sewer capacity authorized by the CCMUA, not to exceed 5 Equivalent Domestic Units ("EDU's) or 1,317 gallons per day, as established by the Receiving Authority's consulting engineer, or the EDU and gallon per day calculation established in the Developer's approved TWA Permit for the Project, whichever is greater.

3. The Developer shall comply with the Receiving Authority's procedure for preparation of construction plans, specifications, engineering reports and permit applications for the installation and construction of all mains, manholes, laterals, accessories, and other facilities found to be necessary by the Receiving Authority's consulting engineer for the collection and transmission of sewage from within the Designated Area.

4. The plans, specifications, related reports and information shall be reviewed by the Receiving Authority's consulting engineer and the Sending Township's consulting engineer for conformance with its rates, rules and regulations and all applicable County, State and Federal requirements including, but not limited to, the New Jersey Department of Environmental

Protection ("NJDEP") and the CCMUA. The Developer acknowledges and agrees that it shall be subject to all rules and regulations of the Receiving Authority, whether now existing or hereinafter adopted.

5. This Agreement is expressly conditioned upon the Developer obtaining all necessary approvals from NJDEP and CCMUA to permit connection into the Receiving Authority sewer collection system at Developer's sole cost and expense.

6. The Developer shall be responsible to obtain and pay for all permits, applications, review, inspections and impact fees incurred by the Receiving Authority.

7. The Developer shall, at its sole cost and expense, install and construct all facilities including, but not limited to, mains, manholes, laterals, connections, pumps, controls, accessories and all appurtenances thereto, which will be necessary or properly required for collection and transmission of sewage within the Designated Area and connecting to the Receiving Authority's existing 8-inch gravity main in the right of way of Johnson Road, with flow discharging to the Mayfair Pump Station and ultimately to the Orr Road Pump Station.

8. The Receiving Authority shall have the right as it may be deemed necessary, proper and advisable, to make periodic inspections from time to time and witness all tests on sewer lines during the construction of the facilities to be installed pursuant to this Agreement. An escrow shall be established by the Developer with the Receiving Authority to cover the cost of inspections or other engineering and legal expenses of the Receiving Authority related to this project. The amount of escrow shall be determined by the Receiving Authority's consulting engineer. Any expense paid from the escrow account shall be noticed in writing to the Developer. Upon certification of the Receiving Authority that the facilities have been constructed in accordance with

the approved plans, specifications and any permits issued, any balance in the escrow account shall be refunded to the Developer.

9. It is expressly understood by and between the parties to this Agreement that no facility shall be connected into the Receiving Authority's collection system unless all the terms and conditions of this Agreement have been met.

10. The Developer shall provide an adequate Performance Guarantee to the Receiving Authority as required by the Receiving Authority's rules and regulations, and in a form satisfactory to the Receiving Authority's Solicitor.

11. The Sending Township understands and agrees that no unit of any type shall be connected to the Receiving Authority's collection system until evidence of satisfactory completion of construction of the sewer facilities referenced herein has been obtained from the Receiving Authority.

12. The title to all facilities constructed by the Developer shall remain in the name and title of the Developer. The Developer shall be responsible for the repair, replacement and maintenance of all sewerage facilities installed and constructed pursuant to this Agreement. Developer shall provide for licensed maintenance and operations as required by the permits.

13. Developer and any contractor performing construction work shall provide and maintain insurance as applicable regarding the sewerage facilities constructed pursuant to this Agreement.

14. Developer agrees to indemnify and hold harmless Receiving Authority and Sending Township for any damage to the facilities constructed by Developer and/or Receiving Authority's infrastructure caused by the discharge into Receiving Authority's system of any matter other than the sewage to be conveyed to same from the Project as contemplated herein; provided that Sending

Township shall indemnify and hold harmless Receiving Authority for any damage caused directly by actions of Sending Township.

145. The Receiving Authority shall accept for conveyance to the CCMUA for disposal and treatment all the domestic sewage originating within the Designated Area as long as such waste shall not be detrimental to the collection or treatment facilities of the Receiving Authority and the CCMUA, respectively. Such waste shall not include storm, surface or subsurface waters. Sending Township agrees and consents to all domestic sewage (defined herein as to mean normal waterborne fluid wastes from residences, commercial establishments and institutions, limited to waste from kitchens, bathrooms, laundries, toilets, baths, sinks, lavatories and other commercial plumbing fixtures; not substance or possessing any characteristic enumerated and described in the Receiving Authority's rules and regulations, which is entitled "Prohibited Waste") originating within the Designated Area shall be delivered to the Receiving Authority for collection and conveyance to the CCMUA for treatment and disposal so long as this Agreement is in full force and effect.

156. The Developer hereby covenants and agrees to pay the Receiving Authority the connection and impact fees required for the Developer's project as specified in and in accordance with the Receiving Authority's lawfully adopted connection fee schedule. The connection and impact fees for each unit shall be paid to the Receiving Authority prior to issuance of the construction permit for this project, and a receipt shall be presented to the Sending Township's construction officer before the construction permit is issued.

167. The Receiving Authority shall receive as payment for its services in the collection and conveyance of sewage under this Agreement, an amount equal to the applicable unit rate and charges as specified in the Receiving Authority's lawfully adopted annual service rate schedule.

The annual service rate shall be on a per unit basis as specified in the Receiving Authority's rates, rules and regulations as may be revised from time to time.

178. Developer further agrees and understands that it is responsible for payment of all connection fees and annual sewer service charges, as well as any other charges, imposed by the CCMUA for the treatment and disposal of sewage from the Designated Area.

189. It is expressly agreed by the parties that the Receiving Authority shall have the right, in accordance with applicable law, to change rates and alter or amend its existing unit rate schedule and charges. The Receiving Authority covenants that any change in its existing rates and charges shall be made in accordance with applicable law, but in any event only after public hearing of which due notice shall be given to the Developer and the Sending Township.

1920. The Receiving Authority shall have the right to seek all legal remedies available for collection of any delinquent charges pursuant to N.J.S.A. 40:14B-46 and other applicable statutes. In addition, the Receiving Authority shall provide notice to the Sending Township should the Developer become delinquent in accordance with the Receiving Authority's collection regulations. So far as permitted by law, and without any cost to the Sending Township, the Sending Township hereby agrees to assist the Receiving Authority by instituting tax liens on any delinquency at the written request of the Receiving Authority, pursuant to applicable law, and will include such delinquency in tax sale. So far as permitted by law, and without cost to the Sending Township, the Sending Township agrees to authorize the Receiving Authority's solicitor to foreclose on any delinquencies in the Sending Township's name. All attorney's fees incurred in the institution of such an action shall be the Receiving Authority's responsibility.

201. The Sending Township shall notify the Receiving Authority within ten (10) working days of any Certificate of Occupancy issued for the Designated Area and shall forward a

copy of each Certificate of Occupancy within the same period. A Certificate of Occupancy shall not be issued by the Sending Township until the Receiving Authority has submitted evidence to it that the sewerage facilities have been constructed in accordance with the plans and specifications.

21~~2~~. It is expressly agreed by and between the Receiving Authority, the Sending Township and Developer that the amount of sewage generated by the Designated Area to be collected and conveyed to the Receiving Authority shall not exceed the EDU and/or gallonage approved by the Receiving Authority as set forth in its approval to the Developer and on file with the Receiving Authority.

22~~3~~. It is expressly understood by and between the parties that the Receiving Authority and the Sending Township shall be under no obligation to Developer, except as expressly stated herein, including the obligation to provide sewer service, except upon full and complete compliance at all times with the terms of this Agreement.

23~~4~~. This Agreement is made and is subject to the provisions of the outstanding Bond Indenture of the Gloucester Township Municipal Utilities Authority and the covenants thereof as the same may, from time to time, be interpreted by the Receiving Authority's bond counsel. Nothing herein shall be construed in any manner which shall be inconsistent with any opinion rendered by bond counsel.

25~~4~~. The Developer hereby agrees that all units of any type of constructed within the Designated Area shall be connected to the Receiving Authority's sewerage system, subject, however, to the limitations and conditions set forth in the next paragraph of this Agreement.

25~~6~~. Nothing in this Agreement shall be construed to require the reservation of plant capacity by the Receiving Authority for future connections in the Sending Township, other than those provided for in this Agreement.

27~~6~~. To the extent required, this Agreement shall be forwarded to CCMUA for notice, review and comment.

27~~8~~. This Agreement may not be assigned without the written consent of all parties hereof, except that the Developer may assign its rights hereunder to an affiliated business entity or to a bona fide purchaser of the Designated Area or any portion thereof, provided that any such assignee assumes all obligations of the Developer hereunder and the parties hereto consent in writing.

29~~8~~. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

30~~29~~. Each signed of this Agreement warrants that the entity they represent has formally agreed to enter into this Agreement and has lawfully empowered and authorized them to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first indicated above.

WITNESS: **TOWNSHIP OF WINSLOW**

_____ BY: _____
BARRY WRIGHT, MAYOR

WITNESS: **GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

_____ BY: _____

WITNESS:

MORELAND DEVELOPMENT, LLC

_____

BY: _____
Eric Seidman, Managing Member

L:\17-0014 - Winslow Twp. Utilities 2017\Royal Farms - Interlocal Agreement\Inter-Municipal Service Agreement - eCLW TC thru 100517.docx

R-17:12-330

RESOLUTION TO AUTHORIZE THE TAX COLLECTOR TO CANCEL ERRONEOUS CHARGES FOR SPECIAL CHARGES

WHEREAS, the following properties in the Township of Gloucester, as indicated by block and lot number, have been charged special charges for various reasons on the property, and

WHEREAS, the properties were charged incorrectly and/or after the property was sold; and

WHEREAS, the following properties in the Township of Gloucester, are not responsible for the charges,

THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Gloucester, that the Tax Collector be authorized to cancel the following charges for each property accordingly.

BLOCK	LOT	AMOUNT	REASON
13502	40	161.83	Charged after sale
14401	4	556.36	Charged wrong Property
17002	61	75.00	Charged after Sale
21001	7	377.29	Charged wrong Property

Adopted: December 27, 2017

ATTEST:

_____
President of Council

_____
Township Clerk

R-17:12-331

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 – FINAL FOR 2017 MICROSURFACING PROGRAM IN THE TOWNSHIP OF GLOUCESTER

WHEREAS, it was necessary to make changes in the scope of work to be done in completing the 2017 Microsurfacing Program in the Township of Gloucester,

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

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that Change Order No. is hereby authorized and approval is hereby granted to revise the contract cost from $164,990.00 to $119,145.13.

Adopted: December 27, 2017

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

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

CONTRACTOR:
ASPHALT PAVING SYSTEMS
PO BOX 530
HAMMONTON, NJ 08037
609-561-0920

12/12/17

NAME OF PROJECT:
2017 Microsurfacing Program
PROJECT NUMBER:
04-15-T-768
CLIENT:
Township of Gloucester
REASON FOR CHANGE: FINAL ADJUSTMENT OF AS-BUILT QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
3E	SEALING OF CRACKS & JOINTS IN BITUMINOUS CONCRETE SURFACE COURSE	3763	LF	$1.15	$4,327.45
9E	24" WIDE THERMOPLASTIC STOPBARS AT EXITS FROM DEVELOPMENTS	30	LF	$7.20	$216.00
					$4,543.45
REDUCTIONS					
1R	MICROSURFACING, SINGLE APP., 25 LBS. PER SQ. YARD	60	TONS	$78.50	$4,710.00
2R	MICROSURFACING, AGGREGATE EMULSION	591	GAL	$6.52	$3,853.32
4R	HOT MIX ASPHALT PAVEMENT REPAIR	25	TONS	$515.00	$12,875.00
5R	HMA 9.5M64 LEVELING COURSE	20	TONS	$255.00	$5,100.00
6R	ECO TYPE "N" CURB PIECE	4	UN	$375.00	$1,500.00
7R	BICYCLE SAFE GRATE	2	UN	$375.00	$750.00
8R	RECONSTRUCT TYPE "B" INLET	4	UN	$1,600.00	$6,400.00
10R	VACUUM SWEEPER	40	HRS	$175.00	$7,000.00
11R	ADA RAMPS	3	UN	$2,400.00	$7,200.00
12R	RESET VENT/VALVE BOXES	10	UN	$100.00	$1,000.00
					$50,388.32

ORIGINAL CONTRACT AMOUNT	**$164,990.00**
+ SUPPLEMENTAL	$0.00
+ EXTRA	$4,543.45
- REDUCTION	($50,388.32)
ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1 FINAL	**$119,145.13**

28% DECREASE ($45,844.87)

ACCEPTED BY:

Asphalt Paving Systems, Inc. — Date: 12/15/17

Chief Inspector — Date: 12/18/17

Municipal Engineer — Date: 12/18/17

APPROVED BY:

Township of Gloucester — Date

R-17:12-332

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE TOWNSHIP OF GLOUCESTER AND CONNER STRONG & BUCKELEW-SAFETY NATIONAL

WHEREAS, the Township Council of the Township of Gloucester, County of Camden, determined that there is a need for Worker's Compensation – Excess Insurance

WHEREAS, sufficient funds have been provided, and

WHEREAS, the Township Council received bids or quotes

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that the proper Township Officials are hereby authorized to enter into an agreement with Conner Strong & Buckelew – Safety National for Workers Compensation – Excess Insurance in the amount of $110,615.00 with SIR of $600,000.00 for Police and $550,000.00 for all other employees from 1/1/18 to 12/31/18

Adopted: December 27, 2017

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK, RMC

R-17:12-333

RESOLUTION TO MAKE BUDGET TRANSFERS BETWEEN APPROPRIATIONS IN THE CY 2017 GENERAL FUND BUDGET

WHEREAS, certain CY 2017 Budget Appropriation balances are expected to be insufficient for the remainder of the year;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Township of Gloucester, that in accordance with N.J.S.A. 40A:4-58, the Treasurer be and is hereby authorized to make transfers between appropriations in the CY 2017 Budget of the Township of Gloucester, as follows:

ACCOUNT #	ACCOUNT TITLE Inside the Cap	FROM	TO
7-01-20-110-000-100	Mayor's Office SW		$350.00
7-01-20-130-000-100	Treasury SW		250.00
7-01-20-140-000-100	Data Processing SW		525.00
7-01-20-140-000-200	Data Processing OE		10,000.00
7-01-20-165-000-200	Engineering OE		25,000.00
7-01-21-185-000-100	Zoning SW		150.00
7-01-23-220-000-200	Group Insurance OE	72,926.00	
7-01-25-240-000-100	Police SW	40,000.00	
7-01-25-240-004-100	Police Admin SW		1,400.00
7-01-25-240-008-200	Code Enforcement OE		500.00
7-01-25-240-000-100	Police Communications SW		1,700.00
7-01-26-305-000-200	Sanitation OE		55,000.00
7-01-26-310-000-100	Public Building SW		4,500.00
7-01-26-315-000-100	Vehicle Maintenance SW		1,500.00
7-01-26-315-000-200	Vehicle Maintenance OE		5,000.00
7-01-27-330-000-100	Health & Welfare SW		1.00
7-01-27-330-000-200	Health & Welfare OE		500.00
7-01-28-370-000-100	Recreation SW		10,650.00
7-01-28-370-001-100	Recreation Quarterly Programs SW		2,050.00
7-01-28-370-003-100	Rec Indoor Supervisor SW		1,900.00
7-01-28-375-000-100	Parks & Playground SW		42,500.00
7-01-32-465-000-200	Sanitation Landfill Cost	60,000.00	
7-01-31-435-000-200	Street Lighting OE		6,700.00
7-01-31-455-000-200	Sewer OE		1,800.00
7-01-43-490-000-100	Municipal Court SW		950.00
		$172,926.00	$172,926.00

ADOPTED: December 27, 2017

Township Clerk

Council President