GLOUCESTER TOWNSHIP COUNCIL MEETING
MAY 23, 2016

PLEDGE ALLEGIANCE TO THE FLAG
INVOCATION: Pastor Dennis Bottoms of Luther Memorial Lutheran Church
COMMENCEMENT STATEMENT: Mr. Mercado

ROLL CALL:

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

Mr. Carlamere, Solicitor

Mr. Cardis, Business Administrator
Mrs. Power, Asst. Twp. Clerk, RMC

Mr. Lechner, Community Development
Chief Earle, Police

SPECIAL PRESENTATION: Student Government Representatives

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: Click It or Ticket

APPOINTMENTS:
Chief Earle's list of Special Officers read by the Asst. Township Clerk.

MINUTES: Waive the reading and accept the minutes of:
Regular Minutes – April 25, May 9, 2016
Special Meeting Minutes – May 16, 2016

ORDINANCES: SECOND READING AND PUBLIC HEARING

O-16-07 ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN AND STATE OF NEW JERSEY ADOPTING AMENDMENT NO. 5 AMENDING ORDINANCE O-02-30 COMMONLY KNOWN AS THE NEW VISION REDEVELOPMENT AREA PLAN TO REVISE THE NVBP – NEW VISION BUSINESS PARK DISTRICT AND ESTABLISH THE NEW VISION RESIDENTIAL COMMERCIAL OVERLAY DISTRICT

ORDINANCES: FIRST READING

O-16-08 ORDINANCE AMENDING CHAPTER 65A OF THE CODE BOOK OF THE TOWNSHIP OF GLOUCESTER ENTITLED "PARK RULES AND REGULATIONS" OF THE CODE OF THE TOWNSHIP OF GLOUCESTER

O-16-09 ORDINANCE AMENDING CHAPTER 70 OF THE CODE BOOK OF THE TOWNSHIP OF GLOUCESTER ENTITLED "SMOKING REGULATIONS"

O-16-10 ORDINANCE AMENDING REVISING AND SUPPLEMENTING THE CODE OF THE TOWNSHIP OF GLOUCESTER TO AUTHORIZE A PILOT PROGRAM ENTITLED "BACKYARD CHICKEN PILOT PROGRAM"

RESOLUTIONS:
CONSENT AGENDA

R-16:05-149 RESOLUTION AFFIRMING THE APPOINTMENT OF SPECIAL POLICE OFFICERS – CLASS I BY THE MAYOR OF THE TOWNSHIP OF GLOUCESTER

R-16:05-150 RESOLUTION AUTHORIZING THE PAYMENT OF BILLS

R-16:05-151 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE TOWNSHIP OF GLOUCESTER AND R.D. ZEULI, INC.

R-16:05-152 RESOLUTION AUTHORIZING REFUNDS FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

R-16:05-153 RESOLUTION ACCEPTING SECURITY OF PROVIDENT BANK AND AUTHORIZING EXECUTION OF AGREEMENT AND ACCEPTANCE OF LETTER OF CREDIT OF DAVID LEVY (PARAMOUNT AT CHEWS LANDING, LLC (URGENT CARE)

R-16:05-154 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER APPROVING THE REMOVAL FROM INVENTORY AND THE DONATION OF CERTAIN POLICE EQUIPMENT TO THE CHEWS LANDING FIRE COMPANY

R-16:05-155 RESOLUTION AUTHORIZING REFUNDING OF TAXES

R-16:05-156 RESOLUTION TO DISALLOW EXEMPTIONS FOR SENIOR CITIZENS AND/OR DISABLED DEDUCTIONS FROM TITLE COMPANIES PER N.J. STATE STATUTE 54:4-3-31

R-16:05-157 RESOLUTION AUTHORIZING THE SINGING OF A TEMPORARY WORK EASEMENT, BY AND BETWEEN THE COUNTY OF CAMDEN (DEPARTMENT OF PUBLIC WORKS) AND THE TOWNSHIP OF GLOUCESTER FOR A TEN (10) FOOT TEMPORARY ACCESS ROD AS AN ALTERNATE ROUTE FOR ACCESS TO THE CCMUA LAKELAND PUMPING STATION

R-16:05-158 RESOLUTION AUTHORIZING THE TOWNSHIP OF GLOUCESTER TO ENTER INTO A COOPERATIVE PRICING AGREEMENT WITH THE CHERRY HILL COOPERATIVE PRICING SYSTEM – IDENTIFIER #37-CHCPS

R-16:05-159 RESOLUTION AUTHORIZING EXECUTION OF SERVICE AGREEMENT WITH THE LOWEST RESPONSIBLE BIDDER FOR THE SUPPLY OF ELECTRICITY FOR RESIDENTIAL CUSTOMERS

GT E-GOV ACCESS

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

POLLING OF DIRECTORS

POLLING OF COUNCIL

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

ADJOURNMENT

Proclamation

Mobilization of May 23 – June 5, 2016

Whereas, there were 560 motor vehicle fatalities in New Jersey in 2015; and

Whereas, a large percentage of the motor vehicle occupants killed in traffic crashes were not wearing a seat belt; and

Whereas, use of a seat belt remains the most effective way to avoid death or serious injury in a motor vehicle crash; and

Whereas, the National Highway Traffic Safety Administration estimates that 135,000 lives were saved by safety belt usage nationally between 1975-2000; and

Whereas, the State of New Jersey will participate in the nationwide *Click It or Ticket* seat belt mobilization from May 23 – June 5, 2016 in an effort to raise awareness and increase seat belt usage through a combination of high visibility enforcement and public education; and

Whereas, the Division of Highway Traffic Safety has set a goal of increasing the seat belt usage rate in the state from the current level of 91% to 93%; and

Whereas, a further increase in seat belt usage in New Jersey will save lives on our roadways;

Therefore, be is resolved that Gloucester Township declares it's support for the *Click It or Ticket* seat belt mobilization both locally and nationally from May 23 – June 5, 2016 and pledges to increase awareness of the mobilization and the benefits of seat belt use.

May 23, 2016

Orlando Mercado
Council President

GLOUCESTER TOWNSHIP POLICE

DEDICATED TO SERVICE • COMMITTED TO EXCELLENCE

W. HARRY EARLE
CHIEF OF POLICE
FBI NA #234

TO: Roe DiJosie
FROM: Chief Harry Earle
RE: Reappointment of Special Law Enforcement officers for 2016
DATE: May 16, 2016

I am requesting the following Special Law Enforcement Officers be reappointed for the year 2016.

Robert Alter
Michael Cammarota
Christopher Foschini
Salvatore Oldrati
Dalton Power
Andrew Storey
Joseph DiPalma
Patrick O'Hanlon

Thank you in advance for your cooperation.

Respectfully,

Chief Harry Earle

DISPATCH: 856-228-4500 • WEB: www.gtpolice.com • EMAIL: police@gtpolice.com
1261 Chews Landing Road, Blackwood, New Jersey 08012

0-16-07 ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN AND STATE OF NEW JERSEY ADOPTING AMENDMENT NO. 5 AMENDING ORDINANCE O-02-30 COMMONLY KNOWN AS THE NEW VISION REDEVELOPMENT AREA PLAN TO REVISE THE NVBP – NEW VISION BUSINESS PARK DISTRICT AND ESTABLISH THE NEW VISION RESIDENTIAL COMMERCIAL OVERALY DISTRICT.

BE IT ORDAINED by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey that Ordinance O-02-30, known as the "New Vision Redevelopment Plan and Establishing an Area in Need of Redevelopment Pursuant to N.J.S.A. 40A:12A-1 et. seq." be hereby amended, as follows:

SECTION 1. That Article IX, titled "Zone Plan and Zoning Regulations" be and is hereby amended to repeal the New Vision Business Park District (NVBP) land development regulations and replace with the following:

1.0 NEW VISION BUSINESS PARK DISTRICT (NVBP)

A. PURPOSE: The purpose of the New Vision Business Park District is to provide opportunities for comprehensively planned general offices, light manufacturing and warehousing, and planned commercial development within single or multi-tenant buildings that meet the goals and objectives of the New Vision Redevelopment Plan, while also being consistent with existing and planned land development patterns.

B. LAND USE AND REDEVELOPMENT: The Redevelopment Plan regulations as set forth below shall apply to projects with redevelopment agreements and shall supersede the Gloucester Township Land Development Ordinance ("LDO"), except for the following provisions of the LDO that shall be applicable within the New Vision Business Park District to the extent each provision complies with State law, unless otherwise specified in this Redevelopment Plan:

Article V, Performance and Design Standards, except for:

- Section 507, Landscaping and Buffering;
- Section 509, Off-Street Loading;
- Section 510, Off Street Parking;
- Section 511, Recreation Facilities and Open Space; and
- Section 512, (Residential Building Design Standards),

Article VI, Agency Establishment & Rules

Article VII, Development Application Review Procedures

Article VIII, Application Submission Requirements

Article IX, Fees, Guarantees, Inspections & Off-Tract Improvements

Article XI, Administration, Enforcement, Violations & Penalties

Should this Redevelopment Plan and the foregoing provisions of the LDO conflict, the Redevelopment Plan shall govern.

C. DEFINITIONS: All terms herein shall have the same meaning as in the Municipal Land Use Law, N.J.S.A. 40:55D-3 through -7, if defined therein, or the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-4, if defined therein, unless otherwise specifically noted.

Notwithstanding, the following definitions and land uses within the LDO shall also be incorporated within this Redevelopment Plan by reference:

- Minor Site Plan (LDO Section 202).
- Major Site Plan (LDO Section 202).

- Minor Subdivision (LDO Section 202).
- Major Subdivision (LDO Section 202).

D. PERMITTED USES: In the New Vision Business Park District, no land shall be used and no building shall be erected, altered, or occupied for any purpose except the following:

1. GENERAL OFFICE USES. Including but not necessarily limited to:

   a. Administrative offices.

   b. General and professional offices.

   c. Banks and financial offices.

   d. Medical and dental offices and facilities (including clinical, x-rays, nuclear, and similar medical laboratories).

   e. Scientific or industrial research, engineering, testing or experimental laboratories or similar establishments for research and/or product development, including but not limited to pharmaceutical products.

   f. Wellness centers, which are defined as hospital-sponsored establishments that provide services, facilities and education to promote health, healthcare, wellness, fitness and health maintenance. Such services and facilities may include exercise and fitness facilities, fitness training and education, restorative health services, physical, speech and occupational therapy, cardiovascular therapy, cardiovascular wellness training and similar facilities and services to enhance health, fitness, wellness and well-being. Such services, facilities and education are to be provided by professional training, health, nutrition and medical personnel to the general public.

   g. Nursing homes and assisted living facilities.

   h. Daycare facilities (adult and/or child).

2. LIGHT MANUFACTURING AND WAREHOUSING: Including but not limited necessarily limited to the manufacturing of the following:

   a. Beverages.

   b. Cosmetics.

   c. Pharmaceuticals.

   d. Printing and publishing.

   e. Electronics and small assembly and/or manufacture.

   f. Scientific and optical instruments.

   g. Warehousing and distribution.

3. GENERAL COMMERCIAL USES: Including but not necessarily limited to:

   a. Retail sales and services.

   b. Personal sales and services.

   c. Restaurants and other eating establishments.

   d. Indoor and outdoor recreation and indoor health and fitness centers.

   e. Home improvement centers.

f. Instructional studios, including dance studios, martial arts, creative arts, yoga, pilates, music instruction, cooking schools, and other similar instructional schools.

g. Museums.

h. Academic institutions affiliated with the following permitted uses of Section IX(1.0)(D)(1):

i. Scientific or industrial research, engineering, testing or experimental laboratories or similar establishments for research and/or product development, including but not limited to pharmaceutical products.

ii. Wellness centers, which are defined as hospital-sponsored establishments that provide services, facilities and education to promote health, healthcare, wellness, fitness and health maintenance. Such services and facilities may include exercise and fitness facilities, fitness training and education, restorative health services, physical, speech and occupational therapy, cardiovascular therapy, cardiovascular wellness training and similar facilities and services to enhance health, fitness, wellness and well-being. Such services, facilities and education are to be provided by professional training, health, nutrition and medical personnel to the general public.

iii. Medical and dental offices and facilities (including clinical, x-rays, nuclear, and similar medical laboratories).

4. PLANNED COMMERCIAL DEVELOPMENT: As defined by the Municipal Land Use Law including:

a. Business Park. A planned development specifically designed emphasizing general office uses and/or light manufacturing and warehousing uses and may accommodate at a lower intensity, as a percentage of building coverage, certain commercial uses:

i. A business Park would include but not necessarily be limited to any of the permitted uses as enumerated in Section IX(1.0)(D)(1), General Office Uses and Section IX(1.0)(D)(2), Light Manufacturing and Warehousing and at a lower intensity, as a percentage of building area, commercial uses permitted in Section IX(1.0)(D)(3), General Commercial Uses.

b. Shopping Centers. A planned development specifically designed emphasizing commercial uses and may accommodate at a lower intensity, as a percentage of building area, certain general office uses:

i. A shopping center would include but not necessarily be limited to any of the permitted uses in Section IX(1.0)(D)(3), General Commercial Uses and at a lower intensity the uses permitted in Section IX(1.0)(D)(1), General Office Uses.

c. Hotels and motels. A planned development that may also incorporate any of the following permitted uses in Section IX(1.0)(D)(1), General Office Uses:

i. Administrative offices.

ii. General and professional offices.

iii. Banks and financial offices; and,

The following permitted uses in Section IX(1.0)(D)(3), General Commercial Uses.

iv. Retail sales and services.

v. Personal sales and services.

vi. Restaurants and other eating establishments.

vii. Indoor and outdoor recreation and indoor health and fitness centers; and,

The following additional uses.

viii. Car rental facilities.

ix. Banquet facilities.

x. Night clubs within a hotel only.

d. Conference Center. A planned development that may also incorporate any of the following uses in Section IX(1.0)(D)(1), General Office Uses.

i. Administrative offices.

ii. General and professional offices.

iii. Banks and financial offices; and,

The following permitted uses in Section IX(1.0)(D)(3), General Commercial Uses.

iv. Retail sales and services.

v. Personal sales and services.

vi. Restaurants and other eating establishments.

vii. Indoor and outdoor recreation and indoor health and fitness centers.

e. Multi-Screen movie theater. A planned development that may also incorporate any of the following permitted uses in Section IX(1.0)(D)(3) General Commercial Uses.

i. Retail sales and services.

ii. Personal sales and services.

iii. Restaurants and other eating establishments.

iv. Indoor and outdoor recreation and indoor health and fitness centers.

E. ACCESSORY USES AND STRUCTURES. Any of the following uses and structures may be permitted when used in conjunction with the permitted principal uses:

1. Security office.
2. Employee cafeteria an recreational facilities planned as an integral component of the principal use.
3. Off-street and structured parking.
4. Fences and walls.
5. Bicycle racks.
6. Signs.
7. Minor and Major Home Occupations within a permitted residential use, subject to Section 422.G, Home Occupations of the LDO.
8. Maintenance buildings.
9. Helistops for helicopter takeoffs and landings, as part of a site plan approval.
10. Satellite dish and television antennae.
11. Utilities such as electric, natural gas, public water, and sanitary sewer.

12. Outdoor display of merchandise, products, equipment or similar material or objects, subject to site plan approval.
13. Renewable energy facilities that produce electric energy from solar or photovoltaic technologies, and electric charging stations for vehicles.
14. Child care centers as required to be licensed by the Department of Human Services pursuant to P.L. 1983, c.492 (N.J.S.A. 30:5B-1 et. seq.) within nonresidential uses, when on the business premises and operated for the benefit of employees and tenants either within the building in which the child care center is located, or elsewhere within the Redevelopment Area.
15. Other accessory uses which are customary, subordinate and incidental to a permitted use.

F. BUFFERS: A buffer shall be incorporated into the design of any development that is adjacent existing residential or residentially zoned development within the New Vision Redevelopment Area.

1. The width of the buffer shall be at the discretion of the Redevelopment Entity, which may follow certain environmental features, if applicable, and may be required to screen different land use intensities, protect natural resources and topographic conditions, and preserve the natural character and viewsheds of the Township.

G. UTILITIES: At the discretion of the Redevelopment Entity, certain utilities may be permitted as principal uses within the New Vision Business Park District should the use be deemed necessary to satisfy a regional need and will promote public health, safety and general welfare.

H. MULTIPLE USES, BUILDINGS, AND STRUCTURES: Multiple uses, buildings, and structures are permitted on a single lot, and multiple uses are permitted in a single building or structure.

I. RESIDENTIAL SITE IMPROVEMENT STANDARDS (RSIS): All site improvements constructed in connection with residential development shall comply with the Statewide Residential Site Improvements Standards, N.J.A.C. 5:21.

J. RECREATION IN A PLANNED RESIDENTIAL DEVELOPMENT: All planned residential developments shall provide sufficient open space and recreation facilities, as determined during the redevelopment and site plan or subdivision approval process, or, in lieu of providing open space and recreational facilities in the Redevelopment Area, the redeveloper may provide any alternative available under applicable law.

K. OFF-STREET LOADING AND PARKING STANDARDS: When reviewing the site plan, the Planning Board shall determine, upon evidence submitted by the applicant and competent testimony, the number of loading and parking spaces required to meet the expected demand. The Planning Board may reduce the required loading and parking for any use if it is part of a larger, multi- use or multi-tenant development and it can be demonstrated that shared loading and parking arrangements would reduce the overall demand. The design of any loading and parking area (other than the number of spaces) should be based on, but not strictly limited to, the design criteria in Sections 509, Off-Street Loading and 510, Off-Street Parking of the LDO.

L. ADDITIONAL REQUIREMENTS: The following additional requirements shall apply to any use in the New Vision Business Park District.

1. All buildings or uses shall be served by public water and sewer.
2. All buildings on a single office or commercial site shall be compatibly designed, whether constructed all at one time or in stages over a period of time. All building walls facing any street or residential area shall be suitably finished for aesthetic purposes.
3. All applications for development involving the proposed construction of one or more buildings must be accompanied by a landscape plan that is signed and sealed by a Landscape Architect licensed in the State of New Jersey.
4. All parking areas used in connection with commercial uses shall be screened through the use of landscaping and/or decorative fencing.
5. Driveways associated with residential development shall comply with Section 424, Driveways (Residential) of the LDO, except as Section 424, Driveways (Residential) may be superseded by the Statewide Residential Site Improvements Standards, N.J.A.C. 5:21.
6. Fences, hedges, and walls shall comply with Section 425, Fences, Hedges, Walls of the LDO.
7. Signs for on-premise advertising shall be of a suitable size and design in consideration of the building or premises on which they are located, the business which they advertise, and consistent with Section IV, Objectives of the New Vision Redevelopment Area Plan.
8. Parking lot layout shall take into consideration pedestrian circulation and activities and may be required to include crosswalks, walkways, bicycle lanes of appropriate width or bicycle compatible features including "sharrow" line striping and signage, and include landscape and hardscape elements.
9. Street and site lighting shall achieve adequate illumination for each specific land use while maintaining architecturally attractive elements and design characteristics consistent with the overall redevelopment plan.
10. Freedom of design is to be encouraged, keeping in mind that buildings shall be constructed in an architecturally appealing manner to advance scenic vistas and viewsheds to enhance the redevelopment of the New Vision Business Park District and shall complement other improvements in the area.

M. DEVELOPMENT AND REDEVELOPMENT REGULATIONS. The Township of Gloucester cannot anticipate the number and diversity of design and land use projects for the NVBP – New Vision Business Park District; however, the following general provisions shall apply to guide redevelopment in accordance with the goals and objectives of the Redevelopment Plan:

1. The Redevelopment Entity and the redeveloper shall comply with all statutes of the State of New Jersey governing development and redevelopment including but not limited to N.J.S.A. 40:55D-1 et seq. and N.J.S.A. 40A:12A-1 et seq., as applicable.
2. The designated redeveloper shall comply with all application submission requirements, design standards and development regulations of the Redevelopment Plan, except where waivers are properly approved.
3. Redevelopment proposals will be evaluated as to how they appropriately achieve the redevelopment goals and objectives

of the Redevelopment Plan, independently and interdependently.

4. Flexibility in project planning and design shall be considered; however, building architecture and site improvements shall incorporate quality materials and construction, as well as, functional integration of site plan elements (i.e., landscaping, lighting, parking, stormwater management, etc.) based on recognized smart growth principles.

5. The designated redeveloper may consolidate, subdivide and condominiumize the property or a portion of the property.

6. The redeveloper shall have the option to enter into agreements with subdevelopers for the development of sub-projects within the Redevelopment Area, as further described in the redevelopment agreement or agreements entered into between the redeveloper and the Redevelopment Entity.

7. Because goals of the Redevelopment Plan is to increase economic opportunities; encourage the highest and best use of land; and, promote the overall development of the community, a redevelopment agreement between the Redevelopment Entity and the redeveloper may provide parameters for the mix of taxable and tax-exempt uses. A redevelopment agreement between the Redevelopment Entity and the redeveloper also may set forth bulk parameters for density, floor area ratio, setbacks, building height, and other similar development standards, or such bulk parameters may be set forth in a subsequent amendment to this Redevelopment Plan.

SECTION 2. That Article IX, titled "Zone Plan and Zoning Regulations" be and is hereby amended to add the following headings for the existing NVR – New Vision Residential Overlay District redevelopment regulations previously added by O-13-12, adopted July 22, 2013:

- "2.0 NEW VISION RESIDENTIAL OVERLAY DISTRICT (NVR)" as a heading before the words "A. PURPOSE. The New Vision Residential Overlay District (NVR) is intended to ..."

SECTION 3. That Article IX, titled "Zone Plan and Zoning Regulations" be and is hereby amended to add the following residential commercial overlay district regulations:

3.0 NEW VISION RESIDENTIAL COMMERCIAL OVERLAY DISTRICT (NV-RC)

A. PURPOSE: The New Vision Residential Commercial Overlay District is intended to provide opportunities for a combination of planned residential and commercial land uses generally conforming to the guidelines of the Municipal Land Use Law (N.J.S.A. 40:55D-39b and c) as an alternative to other permitted uses within the New Vision Redevelopment Plan with the specific intent to encourage Planned Development of appropriate residential densities when combined with commercial areas, a desirable visual environment, and open space to provide a transition between existing commercial development in the New Vision Redevelopment Area and adjacent single-family residential development. The Gloucester Township Land Development Ordinance (LDO) shall be applicable to certain performance and design standards, as noted.

B. LOCATION: The New Vision Residential Commercial Overlay District shall be applicable to the following tax blocks and lots:

Block	Lot(s)	Owner	ACRES
18301	10.02	Gloucester Mabrook, LLC	20.29
18301	16, 17, and 18	Gloucester Township	27.39
18319	1	Lakeside Business Park, LLC	13.48
18403	20	Gloucester Township	18.68

C. PLANNED RESIDENTIAL COMMERCIAL DEVELOPMENT: The following residential uses shall be permitted when combined with commercial uses permitted in Section IX(1.0)(D)(1), General Office Uses and Section IX(1.0)(D)(3), General Commercial Uses:

1. Townhouses and condominium units.
2. Garden-style and multi-story multi-family residential dwellings, whether for sale or rent, provided that such facilities exceeding three stories shall provide for reasonable security and access controls as the Redevelopment Entity and/or appropriate land use board may determine as part of site plan review.
3. Live-Work Units, which would include an attached or detached unit that contains a business and a residential unit.
4. Accessory uses customarily associated with planned residential development, such as clubhouses, outdoor and indoor recreation areas, pools, gatehouses, community gardens, and other similar uses and amenities.

D. REDEVELOPMENT REGULATIONS: The following redevelopment regulations shall also be applicable in the NV-RC – New Vision Residential Commercial Overlay District:

1. Section IX(1.0)(B), Land Use and Redevelopment.
2. Section IX(1.0)(C), Definitions.
3. Section IX(1.0)(E), Accessory Uses and Structures.
4. Section IX(1.0)(F), Buffers.
5. Section IX(1.0)(G), Utilities.
6. Section IX(1.0)(H), Multiple Uses, Buildings and Structures.
7. Section IX(1.0)(I), Residential Site Improvement Standards (RSIS).
8. Section IX(1.0)(J), Recreation in a Planned Residential Development.
9. Section IX(1.0)(K), Off-Street Loading and Parking Standards.
10. Section IX(1.0)(L), Additional Requirements.
11. Section IX(1.0)(M), Development and Redevelopment Regulations.

SECTION 3. That Article IX, titled "Zone Plan and Zoning Regulations" be and is hereby amended to add the following

4.0 PROHIBITED USES

A. Any principal use or structure not specified as a permitted use in Section IX(1.0), NVBP – New Vision Business Park shall be deemed to be prohibited. Additionally, no land shall be used and no building shall be erected, altered or occupied for any of the following purposes:

1. Junk yards.
2. Auto salvage yards.
3. Adult Cabaret establishments and Adult Media Stores, as those terms are defined in Section 202 of the LDO.

4. Stockyards and slaughterhouses.
5. Quarrying, mining, and other resource extraction or recovery, except for the removal of soil approved in connection with an approved site plan or subdivision plan.
6. Sanitary landfills, transfer stations or resource recovery facilities.
7. Incinerators.
8. Occupation of recreational vehicles and trailers for residential purposes.
9. Airports and heliports comprising support facilities such as fuel, hangaring and attendants.
10. Outdoor display of merchandise, products, equipment or similar material or objects, other than that permitted and approved pursuant to Section IX(1.0)(E)(12), Accessory Uses and Structures.
11. Outdoor storage.
12. Recycling Centers as defined by N.J.A.C. 7:26A-1.3.

SECTION 3. That Article XVI, titled "Procedures for Amending The Plan" Section A be repealed in its entirety and replaced with the following:

A. This plan may be amended or revised from time to time upon compliance with the requirements of law, provided that, when the revision or amendment materially affects an owner with an interest in the Redevelopment Area, the Township provides written notice to the current owner whose interest therein is materially affected.

SECTION 4. 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 5. If any section, subsection or part, clause or phrase of this Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of the ordinance.

SECTION 6. This Ordinance shall take effect immediately after final passage and publication as required by law.

Introduced:

Adopted:

ATTEST:

PRESIDENT OF COUNCIL

TOWNSHIP CLERK, RMC

MAYOR

O-16-8

ORDINANCE AMENDING CHAPTER 65A OF THE CODE BOOK OF THE TOWNSHIP OF GLOUCESTER ENTITLED "PARK RULES AND REGULATION" OF THE CODE OF THE TOWNSHIP OF GLOUCESTER

BE IT ORDAINED by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey that Chapter 65A known as the "Park Rules and Regulations" of the Township of Gloucester be and is hereby amended as follows:

SECTION 1. That Chapter 65A, known as "Park Rules and Regulations" be and is hereby amended to include the following:

§65A-3. Group use, meeting, exhibitions, ball games and team practices

"A. Remove entire section

"B. Remove the letter "B"

"C. Remove the letter "C" and is hereby amended as follows:

No person shall call or hold any organized public meeting or event, or give any concert or organized public entertainment of any kind within a Township Park or recreation area without first having obtained written permission from the Division of Recreation at least fifteen (15) days before the proposed date of use.

No person shall use loudspeakers, public address systems or amplifiers within a Township park or recreation area without first having obtained written permission from the Division of Recreation at least fifteen (15) days before the proposed date of use.

§65A-4. Pets , Horses, etc.

"A. Dogs, horses, animals or pets, domestic or wild, except service animals are not permitted within any Township park or recreation area at any time either on a leash or at large except in designated and defined areas.

§65A-7. Fires and fireworks.

"A. No person shall build, light or maintain an open fire within a Township park or recreation area except in a permanent grill installed, maintained or designated for that purpose by the Township. Portable grills and camp stoves are prohibited except for special events with permit issued by the Division of Recreation.

§65A-9. Restricted uses and areas.

"A. No person shall enter upon any portion of a Township park or recreation area after dusk, except as may be posted at park or recreation area entrances and except for special events approved by the Division of Recreation.

§65A-10. Vehicles, parking.

"A. No person shall use any portion of a Township park or recreation area for the purpose of a way, except driveway, parking areas, roadways, paths, walks, trails and footpaths established for pedestrian travel by the Township Council. No person shall use any pedestrian path, walks, trails, or footpaths for vehicular travel. The use of bicycles, mopeds, motorcycles and hover boards will be limited to roadways, drives and parking areas as established and open to all other vehicular traffic, within any Township park or recreation area, as may be posted and designated. Mini-bikes, go-carts and any unlicensed vehicles are prohibited from any Township park or recreation area. Bicycles, mopeds, motorcycles and hover boards cannot be driven on any park or recreation area except as herein and above stated, except, motor powered handicap chairs and authorized police patrol/emergency motor powered vehicles. However, bicycles specifically know as foot driven pedal bikes are permitted within designated paths and trails of the Hickstown Park only, located on Hickstown Road.

"D. No person shall park or store any motor car, motorcycle, moped, minibike, bicycle, wagon or other vehicle within a Township park or recreation area, except in areas designated and posted for such purposes.

Parking after park hours and overnight parking for all vehicles is prohibited except for special events or by special permission by the Division of Recreation. Loitering in or around parked vehicles is not permitted unless special permission has been granted by the Division of Recreation.

§65A-11. Hours of Operation.

"A. The hours of operation of all Township parks and recreation areas are 8:00 A.M. to Dusk, except as may be posted and listed below.

1. The hours of operation of Veterans Park are 6:00 A.M. to 10:00 P.M.

2. The hours of operation of Gloucester Township Community Park are 6:00 A.M. to 10:00 P.M.

3. All other parks are 8:00 A.M. to Dusk.

SECTION 2. All ordinances and provisions thereof inconsistent with the provisions of

this Ordinance shall be and are hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, subsection or part, clause or phrase of this Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of the ordinance.

SECTION 4. This Ordinance shall take effect immediately after final passage and publication as required by law.

Introduced: May 23, 2016
Adopted:

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

MAYOR

O-16-09

ORDINANCE AMENDING CHAPTER 70 OF THE CODE BOOK OF THE TOWNSHIP OF GLOUCESTER ENTITLED "SMOKING REGULATIONS"

BE IT ORDAINED by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey that Chapter 70 known as the "Smoking Regulations" of the Township of Gloucester be and is hereby amended as follows:

SECTION 1. That Chapter 70, known as "Smoking Regulations" be and is hereby amended to include the following:

§70.3. Prohibited Acts

Smoking is prohibited in all municipal buildings, grounds, parks, recreation fields and facilities in the Township of Gloucester.

§70.4. Other Prohibited Acts

No officer, employee, agent or other person shall smoke in any municipal vehicle except the driver when no other person is present. Smoking is prohibited at any time on municipal buses.

SECTION 2. All ordinances and provisions thereof inconsistent with the provisions of this Ordinance shall be and are hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, subsection or part, clause or phrase of this Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of the ordinance.

SECTION 4. This Ordinance shall take effect immediately after final passage and publication as required by law.

Introduced: May 23, 2016
Adopted:

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

_____
MAYOR

O-16-10

ORDINANCE AMENDING REVISING AND SUPPLEMENTING THE CODE OF THE TOWNSHIP OF GLOUCESTER TO AUTHORIZE A PILOT PROGRAM ENTITLED "BACKYARD CHICKEN PILOT PROGRAM"

WHEREAS, the Township of Gloucester ("Township") is a municipal entity organized and existing under the laws of the State of New Jersey and located in Camden County, New Jersey ; and

WHEREAS, the keeping of chickens and other fowl and livestock is currently prohibited by Land Use Zoning Regulations of the Code of the Township of Gloucester; and

WHEREAS, the State of New Jersey encourages municipalities to promote sustainable programs and the keeping of "backyard chickens" is a means by which sustainability can be achieved; and

WHEREAS, in light of the above, the Governing Body of the Township of Gloucester deems it in the best interests of the taxpayers and residents of the Township to authorize a pilot program which permits the keeping of "backyard chickens" under certain circumstances; and

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

SECTION 1

The Code of the Township of Gloucester is hereby amended to include Chapter 48 "Backyard Chickens/Pilot Program" to provide as follows

Sec. 48.1 A pilot program for the keeping of "Backyard Chickens" is hereby established and authorized.

Sec. 48.2 Keeping of backyard chickens shall be permitted in the Township of Gloucester subject to the rules and regulations as specified by this Chapter.

Sec 48.3 The term of this pilot program shall commence on June 15th 2016 at 12:01 am and continue until June 14th 2017 at 12:01 am. If the Township council of the Township of Gloucester determines to continue this pilot program beyond the termination date of June 14th 2017, it must act to continue the program not later than May 8th 2017. In the event the Township Council does not act to continue this pilot program prior to said termination date, all persons with backyard chickens shall have until their permits expire on June 14th 2017 to remove all backyard chickens from their premises.

Sec. 48.4 Participation; Location; Restrictions.

The following shall be eligible to participate in the pilot program:

A. Residents of single family homes which meet the criteria set forth in this pilot program.
B. For purposes of this pilot program, no more than twenty (20) licenses may be issued.
C. There shall be a limit of four (4) chickens per license. No roosters are permitted.
D. Chickens, chicken coops and enclosed chicken runs are permitted only in a fenced-in (six foot high fence) rear yard of any eligible property as same is defined by the Code of the Township of Gloucester.
E Every chicken coop and enclosed run shall be set back a least twenty (20) feet from the habitable portion of any neighboring residential dwelling and in addition shall be set back no less than five (5) feet from any property line. Garages, attached or otherwise, and non-habitable accessory buildings shall not be considered a "residential dwelling" for purposes of calculating the required distance
F The maximum permitted area of any chicken coop and run area, defined as the total area of all chicken coops and enclosed runs, shall not exceed 80 square feet.

G. The maximum permitted height of any chicken coop structure, whether or not said coops are stacked, shall be five (5) feet six (6) inches as measured from the natural grade.
H Chickens may not roam outside of the coop/enclosed run area.

Sec. 48.5 License required, fee, expiration, class
A No person shall keep chickens on their property without first obtaining a license from the municipal clerk's office and paying the required fee therefor. No license shall be issued unless the applicant therefore has demonstrated compliance with all criteria set forth in this pilot program. Every license issued pursuant to this pilot program shall expire on June 14th 2017.
B A license fee of $10.00 shall be paid for each license issued pursuant to this pilot program.
C Each applicant wishing to participate in the pilot program or desiring to keep backyard chickens thereafter in the event the pilot program is not terminated shall be required to take a class on the basics of raising backyard chickens. Proof of attendance must he provided as part of the application process.

Sec. 48.6 Requirements for coops, slaughter of chickens, waste;

The following regulations and conditions for keeping and housing chickens shall be complied with;

A. The coop shall be the appropriate size for the number of chickens, not to exceed four (4) chickens.
B. The coop shall be dry and well ventilated with windows to admit sunlight and prevent odors.
C. The coop must be kept clean.
D. The coop and enclosed run must be made predator-proof.
E. Clean water must be provided, and food must be kept tightly closed in a metal container away from the coop and run at night.
F. The yard in the area where the coop is located shall be clean and free from odors.
G. There shall be no slaughter of chickens on sight under this pilot program.
H. Waste will be handled in such a way as proper composting to prevent offensive odors or disposed in an environmentally-friendly manner. Waste shall not be disposed of as part of the normal trash collection and recycling collection.
I. There shall be no selling of eggs.

Sec. 48.7 Revocation of license.
Failure to comply with the conditions and regulations set forth in the pilot program shall result in revocation of the license following an admission and or determination of violation by the municipal court of the Township of Gloucester.

Sec 48.8. Violations and penalties.

Any person who violates any provision of this pilot program shall, upon conviction in the
In the Municipal Court of the Township of Gloucester or in any other Court having jurisdiction, be sentenced to a fine of not to exceed $1,000.00 or imprisonment for a term not to exceed ninety (90) days, or community service for a term not exceeding ninety (90) days or all of the above. Each day the violation continues may be deemed a separate subsequent offense and may be subject to the penalty above stated.

Sec 48.9 All Ordinances contrary to the provisions of this pilot program: to the extent that they are inconsistent herewith, shall be and are hereby repealed to the extent of such inconsistencies.

Sec 48.10 If the provisions of any section, subsection, paragraphs this pilot program shall be judged invalid by a court of competent jurisdiction shall not affect or invalidate the remainder of any section, subdivision, or clause of this Ordinance.

Sec 48.11 This Ordinance shall take effect upon passage and publication as required by law.

Introduced: May 23, 2016
Adopted:

ATTEST:

_____
President of Council

_____
Township Clerk

_____
Mayor

R-15:05-149 RESOLUTION AFFIRMING THE APPOINTMENT OF SPECIAL POLICE OFFICERS – CLASS I BY THE MAYOR OF THE TOWNSHIP OF GLOUCESTER

WHEREAS, the hiring of 10 Special Police Officers – Class I was approved on May 9, 2016 by the Mayor of the Township of Gloucester, and

WHEREAS, one of the requirements of the State Police Training Commission requires that a resolution be adopted by the Township Council of the Township of Gloucester appointing the following individuals as Special Police Officers – Class I for the Township of Gloucester:

Andrew Tietjen
Brandon Bynum-Bowe
Dante Liccketto
Ellisha Peatross
Joshua McCartney
Kiersten Stone
Mark Dailey
Michael Breyer
Michael Patterson
Nicholas Dalessandro
Ryan Andrick
Tyler Krohn

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that the above mentioned Special Police Officers – Class I have been appointed on May 9, 2016.

Adopted: May 23, 2016

ATTEST:

_____
PRESIDENT OF COUNCIL

_____
TOWNSHIP CLERK, RMC

R-16:05-150

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	$ 2,129,874.74
CAPITAL ACCOUNT Per attached computer read out of the claims presented in the amount of	$ 226,019.37
DEVELOPERS ESCROW Per attached computer readout of the claims presented in the amount of	$ 3,230.00
TRUST Per attached computer readout of the claims presented in the amount of	$ 44,109.65
ANIMAL TRUST Per attached computer readout of the claims presented in the amount of	$ 287.60
MANUAL CHECKS Per attached computer readout of the claims presented in the amount of	$ 870.03

Adopted: MAY 23, 2016

PRESIDENT COUNCIL

ATTEST:

TOWNSHIP CLERK

R-16:05-151

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE TOWNSHIP OF GLOUCESTER AND R.D. ZEULI, INC.

WHEREAS, the Township Council of the Township of Gloucester, County of Camden, determined that there is a need for a New Vehicle Wash Treatment System

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 R.D. Zeuli, Inc. for a new Vehicle Wash Treatment System in the amount of $142,420.50 which was the lowest bid or quote received.

Adopted: May 23, 2016

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK, RMC

consulting engineer services
Engineers, Planners, and Land Surveyors

Henry J. Haley, PE, PP, CME
Chief Executive Officer

Norman K. Rodgers, III, PE, PLS, CME
President

Marie Baaden, PE, CME, Vice President
Municipal Services

Tony Lecane, Vice President
Surveying Services

Steven M. Shriver, Vice President
Business Development

Jay Sims, PE, PP, CME, Vice President
Land Development

Michael R. Brown, PE, CME
Peter G. Burgess, PE, PLS, CME
Michael C. Dupras, MS
Adam R. Grant, PLS
Ryan Headley, PE
Alan J. Ippolito, PE, CME
William A. Ralston, PE, CME
John F. Witthohn, PE, CME
Paul A. Witthohn, PE, CME

May 5, 2016

Township of Gloucester
PO Box 8
Blackwood, NJ 08012

Attention: Tom Cardis, Township Administrator

Subject: Bid Results
New Vehicle Wash Treatment System
Gloucester Township, Camden County, NJ
CES #2542-41

Dear Tom:

Consulting Engineer Services has completed our evaluation of the bids for the New Vehicle Wash Treatment System project. The bids were opened and the totals were read in public on May 4, 2016 at 10:00 A.M. at the Municipal Building, at 1261 Chews Landing Road. Six (6) bids were received for the project with total bid prices ranging from $142,420.50 to $224,935.70.

The Base Bid price of $117,930.50, submitted by R.D. Zeuli, Inc., is the lowest base bid received, which was under the $120,164.50 engineer's estimate by a difference of $2,234. R.D. Zeuli, Inc. total Alternate Bid (Items A1 through A7) is $24,490.00, which is the lowest total alternate bid, and is lower than the $28,600 engineer's estimate by $4,110. The R.D. Zeuli, Inc. combined Base Bid and Alternate Bid (A1 through A7) is $142,420.50. R.D. Zeuli, Inc. combined bid remains as the lowest bidder. The total bid price (Base Bid plus Total Alternate Bid) of $142,420.50 was under the 148,764.50 engineer's estimate by a difference of $6,344.00. CES has attached the engineer's estimate and bid tabulation for your review.

R.D. Zeuli, Inc. references and recent projects indicate that they are well-suited to complete the work as required for this contract. Their available plant, equipment, manpower, and experience are adequate for the work.

CES has reviewed the bid package and R.D. Zeuli, Inc. has properly executed the Stockholder Disclosure Certification, attached the appropriate information to be provided by the bidder, and provided their Business Registration Certificate (BRC) and the required Bid Bond and Consent of Surety along with the other required mandatory bid documents.

Based on the above, we recommend award of the contract, which includes the Base Bid and complete Alternate Bid (Items A1 through A7) to R.D. Zeuli, Inc. subject to the following conditions:

645 Berlin-Cross Keys Road, Suite 1, Sicklerville, NJ 08081
856-228-2200 Fax 856-232-2346 design@ces-1.com www.ces-1.com
NJ Certificate of Authorization #24GA27957700

1. Review and approval of the bid documents, legal forms, sureties by the Township Solicitor. (We have copied the Solicitor with this letter and the apparent low bid package for his review.)

2. Certification by the Township on Availability of Funds.

If you should have any questions, please do not hesitate to contact this office.

Very truly yours,

Norman K. Rodgers, III, P.E., P.L.S., CME
Vice President

Enc.

cc: David Carlamere, Esquire, w/enc.
Jack Fanelli, Public Works
Rosemary DiJosie, Clerk

consulting engineer services

Engineers, Planners, and Land Surveyors

Revised 04/06/16

ESTIMATE OF PROBABLE COST
VEHICLE WASH TREATMENT SYSTEM PROJECT
GLOUCESTER TOWNSHIP PUBLIC WORKS

	ITEM/DESCRIPTION	QUANTITY		UNIT COST	TOTAL COST
Base Bid					
1	Mobilization and Closeout	1	LS	$ 10,000.00	$ 10,000.00
2	Pre-Construction Video and/or Photographs (3 Copies)	1	LS	$ 800.00	$ 800.00
3	Saw-Cutting Reinforced Concrete Slab	70	LF	$ 30.00	$ 2,100.00
4	Concrete Slab Removal	80	SY	$ 100.00	$ 8,000.00
5	Concrete Vault Top Removal	1	LS	$ 5,000.00	$ 5,000.00
6	24"x24" Fiberglass Inlet, Cast-In-Place Concrete	2	UN	$ 2,000.00	$ 4,000.00
7	8" Thick Reinforced Concrete Slab	95	SY	$ 145.00	$ 13,775.00
8	6" PVC Piping	41	LF	$ 42.00	$ 1,722.00
9	Cleanout	1	UN	$ 650.00	$ 650.00
10	Oil Water Separator and Pump System	1	LS	$ 50,000.00	$ 50,000.00
11	2" PVC Overhead Discharge Piping	125	LF	$ 38.00	$ 4,750.00
12	Connection to Existing Sanitary Sewer	1	LS	$ 2,000.00	$ 2,000.00
13	18 Ft. High Vinyl Curtain System	60	LF	$ 120.00	$ 7,200.00
14	Seal Concrete Block Wall	850	SF	$ 5.50	$ 4,675.00
15	Epoxy Seal Concrete Floor	855	SF	$ 3.50	$ 2,992.50
16	Vinyl Window Covers	1	LS	$ 2,500.00	$ 2,500.00
		TOTAL BASE BID			**$ 120,164.50**
Alternate Bid					
A1	Natural Gas High Pressure Washer	1	LS	$ 12,500.00	$ 12,500.00
A2	Exhaust Stack	1	LS	$ 3,500.00	$ 3,500.00
A3	Electrical Connection	1	LS	$ 3,500.00	$ 3,500.00
A4	Natural Gas Connection	1	LS	$ 2,000.00	$ 2,000.00
A5	Water Connection	1	LS	$ 2,000.00	$ 2,000.00
A6	Undercarriage Washer	1	UN	$ 2,500.00	$ 2,500.00
A7	Machine Guard	4	UN	$ 650.00	$ 2,600.00
		TOTAL ALTERNATE BID			**$ 28,600.00**
		GRAND TOTAL			**$ 148,764.50**

BID TABULATION

New Vehicle Wash Treatment System
Township of Gloucester, Camden County, NJ

Bid Date: May 4, 2016 @ 10:00 AM

				ENGINEER'S ESTIMATE		R.D. ZEULI, INC. PO Box 360 West Berlin, NJ 08091		PARKS & BILLAK 412 W. Evergreen Avenue Somerdale, NJ 08083		J.H. WILIAMS ENTERPRISES 231 Haines Drive Moorestown, NJ 08057		FRED M. SCHIAVONE CONSTRUCTION, INC. PO Box 416 Malaga, NJ 08328		VOLMAR CONSTRUCTION, INC. 44 Fort Dix Street Wrightstown, NJ 08562		BWM CONSTRUCTION, LLC 88 S. Lakeview Drive, Bldg,. 3 Gibbsboro, NJ 08026	
BASE BID ITEMS																	
Item	Description	Units	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization and Closeout	1	LS	$10,000.00	$10,000.00	$9,800.00	$9,800.00	$3,000.00	$3,000.00	$11,000.00	$11,000.00	$16,074.00	$16,074.00	$23,610.00	$23,610.00	$41,580.00	$41,580.00
2	Pre-Construction Video and/or Photographs	1	LS	$800.00	$800.00	$1,100.00	$1,100.00	$125.00	$125.00	$1,000.00	$1,000.00	$570.00	$570.00	$923.00	$923.00	$1,485.00	$1,485.00
3	Saw-Cutting Reinforced Concrete Slab	70	LF	$30.00	$2,100.00	$3.50	$245.00	$3.40	$238.00	$14.29	$1,000.30	$9.12	$638.40	$32.00	$2,240.00	$22.00	$1,540.00
4	Concrete Slab Removal	80	SY	$100.00	$8,000.00	$91.00	$7,280.00	$70.00	$5,600.00	$37.50	$3,000.00	$83.22	$6,657.60	$167.00	$13,360.00	$117.70	$9,416.00
5	Concrete Vualt Top Removal	1	LS	$5,000.00	$5,000.00	$7,790.00	$7,790.00	$2,037.00	$2,037.00	$4,000.00	$4,000.00	$1,995.00	$1,995.00	$10,525.00	$10,525.00	$2,750.00	$2,750.00
6	24"x24" Fiberglass Inlet, Cast in Place Concrete	2	Unit	$2,000.00	$4,000.00	$2,364.00	$4,728.00	$2,000.00	$4,000.00	$3,500.00	$7,000.00	$2,052.00	$4,104.00	$6,802.00	$13,604.00	$1,760.00	$3,520.00
7	8" Thick Reinforced Conrete Slab	95	SY	$145.00	$13,775.00	$148.00	$14,060.00	$289.00	$27,455.00	$284.21	$26,999.95	$171.00	$16,245.00	$211.00	$20,045.00	$297.00	$28,215.00
8	6" PVC Piping	41	LF	$42.00	$1,722.00	$50.00	$2,050.00	$50.00	$2,050.00	$24.39	$999.99	$142.50	$5,842.50	$55.00	$2,255.00	$171.60	$7,035.60
9	Cleanout	1	Unit	$650.00	$650.00	$500.00	$500.00	$150.00	$150.00	$1,000.00	$1,000.00	$570.00	$570.00	$833.00	$833.00	$1,320.00	$1,320.00
10	Oil Water Separator and Pump system	1	Unit	$50,000.00	$50,000.00	$44,865.00	$44,865.00	$54,300.00	$54,300.00	$34,000.00	$34,000.00	$57,125.40	$57,125.40	$59,377.00	$59,377.00	$51,833.10	$51,833.10
11	2" PVC Overhead Discharge Piping	125	LF	$38.00	$4,750.00	$32.00	$4,000.00	$20.00	$2,500.00	$24.00	$3,000.00	$58.14	$7,267.50	$31.00	$3,875.00	$66.00	$8,250.00
12	Connection to Existing Sanitary Sewer	1	LS	$2,000.00	$2,000.00	$1,415.00	$1,415.00	$200.00	$200.00	$3,000.00	$3,000.00	$1,140.00	$1,140.00	$1,386.00	$1,386.00	$2,750.00	$2,750.00
13	18 ft. High Vinyl Curtain System	60	LF	$120.00	$7,200.00	$144.00	$8,640.00	$120.00	$7,200.00	$116.67	$7,000.20	$134.52	$8,071.20	$126.00	$7,560.00	$253.00	$15,180.00
14	Epoxy Seal Concrete Block wall	850	SF	$5.50	$4,675.00	$5.50	$4,675.00	$4.50	$3,825.00	$9.41	$7,998.50	$4.56	$3,876.00	$7.00	$5,950.00	$7.70	$6,545.00
15	Epoxy Seal Concrete Floor	855	SF	$3.50	$2,992.50	$6.50	$5,557.50	$4.00	$3,420.00	$10.53	$9,003.15	$3.42	$2,924.10	$6.00	$5,130.00	$15.40	$13,167.00
16	Vinyl Window Covers	1	LS	$2,500.00	$2,500.00	$1,225.00	$1,225.00	$2,200.00	$2,200.00	$1,000.00	$1,000.00	$1,368.00	$1,368.00	$1,561.00	$1,531.00	$1,100.00	$1,100.00
	TOTAL BASE BID PRICE				$120,164.50		$117,930.50		$118,300.00		$121,002.09		$134,468.70		$172,204.00		$195,686.70
											($121,000.00 - Price on Bid)						
ALTERNATE BID ITEMS																	
Item	Description	Units	Quantity	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
A1	Natural Gas High Pressure Washer	1	LS	$12,500.00	$12,500.00	$8,290.00	$8,290.00	$9,000.00	$9,000.00	$12,000.00	$12,000.00	$10,830.00	$10,830.00	$12,244.00	$12,244.00	$13,200.00	$13,200.00
A2	Exhaust Stack	1	LS	$3,500.00	$3,500.00	$3,940.00	$3,940.00	$10,000.00	$10,000.00	$7,000.00	$7,000.00	$7,410.00	$7,410.00	$3,504.00	$3,504.00	$1,100.00	$1,100.00
A3	Electrical Connection	1	LS	$3,500.00	$3,500.00	$4,569.00	$4,569.00	$3,600.00	$3,600.00	$3,000.00	$3,000.00	$2,052.00	$2,052.00	$2,028.00	$2,028.00	$2,849.00	$2,849.00
A4	Natural Gas Connection	1	LS	$2,000.00	$2,000.00	$3,195.00	$3,195.00	$3,700.00	$3,700.00	$7,000.00	$7,000.00	$6,612.00	$6,612.00	$3,283.00	$3,283.00	$2,750.00	$2,750.00
A5	Water Connection	1	LS	$2,000.00	$2,000.00	$1,850.00	$1,850.00	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$6,384.00	$6,384.00	$1,151.00	$1,151.00	$2,750.00	$2,750.00
A6	Undercarriage washer	1	Unit	$2,500.00	$2,500.00	$1,650.00	$1,650.00	$2,100.00	$2,100.00	$2,000.00	$2,000.00	$2,850.00	$2,850.00	$2,975.00	$2,975.00	$2,420.00	$2,420.00
A7	Machine Guard	4	Unit	$650.00	$2,600.00	$249.00	$996.00	$315.00	$1,260.00	$1,000.00	$4,000.00	$583.68	$2,334.72	$629.00	$2,516.00	$1,045.00	$4,180.00
	TOTAL ALTERNATE BID PRICE				$28,600.00		$24,490.00		$31,660.00		$38,000.00		$38,472.72		$27,701.00		$29,249.00
	TOTAL BASE BID & ALTERNATE BID PRICE				$148,764.50		$142,420.50		$149,960.00		$159,002.09		$172,941.42		$199,905.00		$224,935.70

denotes error in bid

$159,000 - Price on Bid Form

R-16:05-152

RESOLUTION AUTHORIZING REFUNDS FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT

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

#10347-162019C
Edward T. Downs
14 Sofia Court
Blackwood, NJ 08012
Balance from unexpended escrow: $150.00

Adopted: May 23, 2016

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

Interoffice
Memorandum

To: Township Council
From: Linda Clark
Date: May 11, 2016
Subject: Refund of Escrow Fees

Edward T. Downs requested to be refunded the remainder of his unexpended escrow. As a result please release his escrow in the amount of $150.00. Thank You

#10347-162019C
Edward T. Downs
14 Sofia Court
Blackwood, NJ 08012
Balance from unexpended escrow: $150.00

R-16:05-153

RESOLUTION ACCEPTING SECURITY OF PROVIDENT BANK AND AUTHORIZING EXECUTION OF AGREEMENT AND ACCEPTANCE OF LETTER OF CREDIT OF DAVID LEVY (PARAMOUNT AT CHEWS LANDING, LCC (URGENT CARE)

BE IT RESOLVED by the Township Council of the Township of Gloucester, County of Camden, that the Agreement and Letter of Credit of Provident Bank in the amount of $42,946.00 be and is hereby accepted and filed to guarantee performance of completion of project improvements required to be performed by under Job No. #10143 as set forth in the Engineer's Estimate of Quantities and Costs, dated April 26, 2016 which is made a part hereof as Attachment "A".

BE IT FURTHER RESOLVED by the Township Council of the Township of Gloucester, County of Camden, that the original Letter of Credit shall be submitted and certified prior to the issuance of the Building permit and shall also be made a part hereof as Attachment "B".

Adopted: May 23, 2016

PRESIDENT OF COUNCIL

ATTEST:

TOWNSHIP CLERK

Provident BANK

IRREVOCABLE STANDBY LETTER OF CREDIT
Standby Letter of Credit Number: 8050002361

Issue Date: May 11, 2016

Beneficiary: Gloucester Township
1261 Chews Landing – Clementon Road
Blackwood, New Jersey 08012

Applicant: David Levy
1195 Route 70 Suite 2000
Lakewood, New Jersey 08701

Amount: Forty Two Thousand Nine Hundred Forty Six and 00/100 U.S. Dollars ($42,946.00)

We hereby issue our Irrevocable Standby Letter of Credit in your favor, which is available by your draft at sight bearing our Letter of Credit Number 8050002361 on The Provident Bank.

Your draft must be presented at the office indicated below by personal delivery or by registered or certified mail or courier and must be accompanied by:

1) The original Standby Letter of Credit and any subsequent original amendments and,
2) An original statement purportedly signed by the municipal engineer of Township of Gloucester stating: "The amount of this drawing under Irrevocable Standby Letter of Credit No. 8050002361 issued May 11, 2016 by The Provident Bank represents the amount due us as a result of the failure of David Levy to complete, in whole or in part, the required site improvements as detailed in the municipal resolution approval and in that certain engineer's estimate entitled 'Paramount at Chews Landing, LLC (Urgent Care)', Block 20601, Lot 3 prepared by Remington & Vernick Engineers dated April 25, 2016. I hereby certify that notice of the incompletions upon which this drawing is based was given to the applicant by registered or certified mail or by courier on _____ (date at least 30 days prior to the date of the municipal engineer's statement)." This certification shall be accompanied by a resolution of the municipal governing body endorsing the findings of the engineer and stating that the improvements have not been approved or accepted.

This Letter of Credit shall be deemed to be automatically extended annually for periods of one year unless written notice is given by The Provident Bank by registered or certified mail or by courier to the applicant and the municipality at least 60 days prior to the then-current expiration date.

In the event of the failure of the applicant to furnish another letter of credit meeting requirements N.J.S.A 40:55D-53.5 and N.J.A.C. 5:36-4.3, or other acceptable security, at least 30 days prior to the expiration date of this Letter of Credit, the municipality may, to the extent allowed by law, draw upon this Letter of Credit to pay the cost of any incompletions.

This Letter of Credit shall expire upon approval of acceptance by resolution of the municipal governing body of all improvements cited in the aforesaid engineer's estimate or upon replacement of the Letter of Credit by other security meeting applicable legal requirements. Upon approval or acceptance of some, but not all of said improvements, a reduction in the amount of this Letter of Credit shall be granted in accordance with N.J.S.A. 40:55D-53, provided that the remaining amount shall be sufficient to secure provision of the improvements not yet approved and that the municipality may require that the remaining amount be 30 percent of the original amount.

All correspondence to The Provident Bank concerning this Letter of Credit shall be addressed to the office indicated below.

This Letter of Credit shall inure to the benefit of the beneficiary municipality only and no other party shall acquire any rights hereunder.

This Letter of Credit is subject to Uniform Customs and Practice for Documentary Credits (2007 revision), International Chamber of Commerce Publication No. 600.

We hereby agree with you that drawings under and in compliance with the terms of this Letter of Credit shall be duly honored upon presentation to us.

Very Truly Yours,

The Provident Bank

George Mesler
Vice President

Equal Opportunity Lender
Equal Housing Lender
Member FDIC

100 Wood Avenue South · Iselin, NJ 08830-2727 · 732.590.9200 **ProvidentNJ.com**
MAILING ADDRESS P.O. Box 1001 · Iselin, NJ 08830-1001

REMINGTON & VERNICK ENGINEERS
AND AFFILIATES

Professional Excellence Since 1901

SENIOR 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

PRINCIPALS
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

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

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137

April 26, 2016

APR 2 5 2016

Ken Lechner, Township Planner
Township of Gloucester
Chews Landing-Clementon Road, at Hider Lane
P.O. Box 8
Blackwood, NJ 08012-0008

Re: Guarantee & Escrow
Paramount @ Chews Landing, LLC
Proposed Urgent Care
1236 Chews Landing Road
Block 20601, Lot 3
Twp. #161007CPFS
Escrow & Project #10143

Dear Ken:

For your information, I am enclosing a copy of the cost estimate for the site improvements. A performance guarantee in the amount of $47,718.00 must be submitted for the site improvements. This should come in the form of a performance guarantee in the amount of $42,946.00 and $4,772.00 in the amount of a cash bond. An engineering inspection escrow of $16,729.00 must be submitted. This is 5% of the total site improvements as shown on the attached estimate.

Currently our information indicates that the developer/applicant for this project is Paramount at Chews Landing, LLC at 1195 Route 70, Suite 2000, Lakewood, New Jersey 08701, (732) 961-8116. If this information is incorrect, please have the applicant notify our office in writing as soon as possible of the correct address to which copies of our invoices should be sent. **The M.L.U.L. requires the applicant to notify the municipality and the engineer of any changes in ownership of a project.**

The developer must notify our Inspection Department (Wayne Trautz at 856-795-9596 extension 1139) at least three (3) working days in advance of starting work on the site in order to arrange for a preconstruction meeting.

If you have any questions, please do not hesitate to call.

Sincerely yours,

REMINGTON & VERNICK ENGINEERS, INC.

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

JJC/ANC/mcb

cc: Paramount at Chews Landing, LLC
Marie Baaden, P.E.
Rosemary Di Josie, Clerk
Linda Clark
Alisa Ortiz, Zoning Officer

Remington & Vernick Engineers

COST ESTIMATE

25-Apr-16

TOWNSHIP OF GLOUCESTER
PARAMOUNT AT CHEWS LANDING, LLC (URGENT CARE)
1236 CHEWS LANDING ROAD
BLOCK 20601, LOT 3

APPLIC. NO.: 161007CPFS
ESCROW & PROJECT NO.: 10143
R&V NO.: 04-15-P-XXX

QTY	UNIT	ITEMS NOT COVERED BY PERFORMANCE GUARANTEE	UNIT COST	PRICE
		EXCAVATION & CLEARING		
1	LS	Site Clearing & Demolition	$30,000.00	$30,000.00
2.3	AC	Rough Grading	$3,000.00	$6,900.00
		SOIL EROSION & SEDIMENT CONTROL		
573	LF	Silt Fence	$2.50	$1,432.50
13	UNIT	Inlet Protection Filter	$125.00	$1,625.00
		PAVING & CONCRETE		
6831	SY	2" Thick HMA Surface Course 9.5M64	$13.00	$88,803.00
2000	SY	3" Thick HMA Base Course 19M64	$14.00	$28,000.00
2000	SY	6" Thick Dense Graded Aggregate	$8.00	$16,000.00
1909	LF	9"x18" Concrete Curb	$16.00	$30,544.00
329	SY	4" Concrete Sidewalk	$57.00	$18,753.00
7	UN	ADA Handicap Ramps	$1,500.00	$10,500.00
		STORM SEWER		
2	UN	Replace Type B Curb Piece and Grate with Type E Grate	$350.00	$700.00
1	UN	Replace Type B Curb Piece and Grate with Type N Eco Curb Piece and Bicycle Safe Grate	$450.00	$450.00
88	LF	24" RCP	$36.00	$3,168.00
90	LF	36" RCP	$46.00	$4,140.00
2	UN	8" PVC Roof Drain Cleanouts	$100.00	$200.00
78	LF	8" PVC Roof Drain	$20.00	$1,560.00
		SANITARY SEWER		
221	LF	4" PVC Sewer Lateral, 0-8' Deep	$18.00	$3,978.00
5	UNIT	Sanitary Cleanout	$100.00	$500.00

Remington & Vernick Engineers

COST ESTIMATE

25-Apr-16

TOWNSHIP OF GLOUCESTER
PARAMOUNT AT CHEWS LANDING, LLC (URGENT CARE)
1236 CHEWS LANDING ROAD
BLOCK 20601, LOT 3

APPLIC. NO.: 161007CPFS
ESCROW & PROJECT NO.: 10143
R&V NO.: 04-15-P-XXX

QTY	UNIT	ITEMS NOT COVERED BY PERFORMANCE GUARANTEE	UNIT COST	PRICE
		WATER MAIN		
197	LF	2" "K" Copper Water Service	$25.00	$4,925.00
196	LF	4" CLDIP, Class 52	$35.00	$6,860.00
10	LF	12" CLDIP, Class 52	$45.00	$450.00
		LIGHTING		
2	UN	Light Fixture and Pole (Type 3, 100 W 250 HPS, 20' High)	$2,500.00	$5,000.00
3	UN	Light Fixture and Pole (Type 4, 100 W 250 HPS, 20' High)	$2,500.00	$7,500.00
3	UN	Light Fixture and Pole (Type 5, 100 W 400 HPS, 20' High)	$2,500.00	$7,500.00
		MISCELLANEOUS		
21	UN	Traffic Control Signs	$200.00	$4,200.00
1	UN	Wall Mounted Signs	$200.00	$200.00
2868	LF	Line Striping	$1.00	$2,868.00
5	UN	Handicap Symbols	$50.00	$250.00
6	UN	Pavement Markings/Symbols	$50.00	$300.00
1	UN	Trash Enclosure w/ Concrete Pad	$5,000.00	$5,000.00
11	UN	Wheel Stops	$100.00	$1,100.00
7	UN	Bollards	$200.00	$1,400.00

Remington & Vernick Engineers

COST ESTIMATE

25-Apr-16

TOWNSHIP OF GLOUCESTER
PARAMOUNT AT CHEWS LANDING, LLC (URGENT CARE)
1236 CHEWS LANDING ROAD
BLOCK 20601, LOT 3

APPLIC. NO.: 161007CPFS
ESCROW & PROJECT NO.: 10143
R&V NO.: 04-15-P-XXX

QTY	UNIT	ITEMS NOT COVERED BY PERFORMANCE GUARANTEE	UNIT COST	PRICE
		Sub-total Non-Bonded Items	**Construction Cost**	**$294,806.50**

QTY	UNIT	ITEMS COVERED BY PERFORMANCE GUARANTEE	UNIT COST	PRICE
		STORM SEWER		
1	UN	Replace Type B Curb Piece and Grate with Type E Grate	$350.00	$350.00
		PLANTING		
6	UNIT	Shade Tree	$400.00	$2,400.00
5	UNIT	Ornamental Tree	$325.00	$1,625.00
38	UNIT	Evergreen Tree	$325.00	$12,350.00
197	UNIT	Shrubs	$70.00	$13,790.00
1500	SY	Topsoil, Seed and Fertilize	$3.50	$5,250.00
1	LS	Replace Disturbed Landscaping for STS (~7 Trees, and 30 shrubs)	$4,000.00	$4,000.00

Sub-total Bonded Items	**Construction Cost**	**$ 39,765.00**
	20% Contingencies	**$7,953.00**
	Total Improvements to be Bonded:	**$47,718.00**

TOTALS

CONSTRUCTION COST:	$334,571.50
5% INSPECTION ESCROW:	**$16,728.58**
TOTAL AMOUNT OF MAINTENANCE BOND:	**$5,964.75**

Remington & Vernick Engineers

COST ESTIMATE

25-Apr-16

TOWNSHIP OF GLOUCESTER
PARAMOUNT AT CHEWS LANDING, LLC (URGENT CARE)
1236 CHEWS LANDING ROAD
BLOCK 20601, LOT 3

APPLIC. NO.: 161007CPFS
ESCROW & PROJECT NO.: 10143
R&V NO.: 04-15-P-XXX

QTY	UNIT	ITEMS NOT COVERED BY PERFORMANCE GUARANTEE	UNIT COST	PRICE

(Based on the greater of $500.00 or 5% of the construction cost pursuant to NJSA 40:55D-53.h)

REV.8-01

This Estimate Of The Costs Of Improvements Has Been Prepared Pursuant To Section 40:55D-53.4 Of The Municipal Land Use Law And Is Based On Documented Construction Cost For Public Improvements Which Prevail In The Vicinity Of The Municipality

Bond By: ANC
Reduction By:
Estimate #1, Date: April 25, 2016

R-16:05-154 RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF GLOUCESTER APPROVING THE REMOVAL FROM INVENTORY AND THE DONATION OF CERTAIN POLICE EQUIPMENT TO THE CHEWS LANDING FIRE COMPANY

WHEREAS, the Gloucester Township Police Department has its it's possession a 2004 Mazda 6, previously seized for forfeiture which is no longer needed by the Police Department and has virtually no marketable value; and

WHEREAS, the Chews Landing Fire Company is in need of said vehicle; and

WHEREAS, the Gloucester Township Police Department and the Chews Landing Fire Company are in agreement to accept this donation of a seized 2004 Mazda 6 from the Gloucester Township Police Department.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Gloucester that the 2004 Mazda 6 shall be and is hereby removed from inventory and approved for donation to the Chews Landing Fire Company for training purposes. The car is donated in "as in" condition and with no representation of fitness for the use intended.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the Chews Landing Fire Company.

Adopted: May 23, 2016

ATTEST:

_____
PRESIDENT OF COUNCIL

_____
TOWNSHIP CLERK, RMC

GLOUCESTER TOWNSHIP POLICE

W. HARRY EARLE
CHIEF OF POLICE
FBI NA #234

DEDICATED TO SERVICE ▪ COMMITTED TO EXCELLENCE

TO: Roe DiJosie
FROM: Chief Harry Earle
RE: Request Resolution to Donate Vehicle
DATE: May 9, 2016
CC: Tom Cardis, Mayor David Mayer

I am requesting a resolution to donate a 2004 Mazda 6, which was previously seized for forfeiture, to the Chews Landing Fire Company for training purposes.

Thank you for your anticipated cooperation.

Professionally,

Chief Harry Earle

DISPATCH: 856-228-4500 ▪ WEB: www.gtpolice.com ▪ EMAIL: police@gtpolice.com
1261 Chews Landing Road, Blackwood, New Jersey 08012

R-16:05-155

RESOLUTION AUTHORIZING REFUNDING OF TAXES

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

BLOCK	LOT	NAME AND ADDRESS	YEAR	AMOUNT	REASON
6703	22	Homebridge Financial C/O Lereta, LLC Attn: Refunds 1123 Park View Dr. Covina, CA 91724	2016	2,231.01	Overpayment
9705	10	Peter Palladino 45 Lamp Post Lane Somerdale, NJ 08083	2016	620.28	Overpayment

ADOPTED: May 23, 2016

Council President

Township Clerk

R-16:05-156

RESOLUTION TO DISALLOW EXEMPTIONS FOR SENIOR CITIZENS AND/OR DISABLED DEDUCTIONS FROM TITLE COMPANIES PER N.J. STATE STATUTE 54:4-3-31

BE IT RESOLVED by the Township Council of the Township ofGloucester that the Tax Collector is hereby authorized to disallow all or a portion of the allowance for senior citizen and/or disabled deductions for the Tax Year 2015/2016 per State Statute 54:43-31 as follows:

YEAR	BLOCK	LOT	NAME	AMOUNT
2015	2101	20	Campellone	250.00
2015	12002	18	Kelly	250.00
2015	13308	67	Ricchini	250.00
2015	13307	6.02-C0901	Kelly	250.00
2015	19904	14	McNelis	63.70
2015	603	25	Cross	250.00
2015	5805	22	Diamond	250.00
2016	8001	1-C4901	Rib	250.00
2016	12503	5	Summers	250.00
2016	3302	1	Falco	39.04
2016	9705	10	Palladino	199.32
2016	11506	3	Priest	250.00
2016	2103	5	Tyler	250.00

ADOPTED: May 23, 2016

Council President

Township Clerk

R-16:05-157

RESOLUTION AUTHORIZING THE SIGNING OF A TEMPORARY WORK EASEMENT, BY AND BETWEEN THE COUNTY OF CAMDEN (DEPARTMENT OF PUBLIC WORKS) AND THE TOWNSHIP OF GLOUCESTER FOR A TEN (10) FOOT TEMPORARY ACCESS ROAD AS AN ALTERNATE ROUTE FOR ACCESS TO THE CCMUA LAKELAND PUMPING STATION

WHEREAS. The County of Camden (the "County") owns and has responsibility for a Bridge Structure, No. 048C023, named the Lakeland Sewer Plant Road over South Branch of Timber Creek in Gloucester Township, Camden County; and

WHEREAS. The Camden County Municipal Utilities Authority (the "CCMUA") has accessed its Lakeland pump station for years by way of Bridge No. 048C023, which has determined to be load restrictive with regard to certain CCMUA vehicles, due to the Bridge Structure's maximum weight of eight (8) tons; and

WHEREAS. As a result of the maximum weight restrictions, the CCMUA must find an alternate access to its pump station as travel over Bridge Structure No. 048C023 is currently the only means by which to access said pump station; and

WHEREAS. The County has determined it can provide temporary alternate access to the pump station by constructing a gravel driveway, which would allow CCMUA vehicles to exit from Woodbury-Turnersville Road (CR 707) and travel to the pump station over property owned by Gloucester Township; and

WHEREAS. The cost and maintenance for the temporary access road shall be the responsibility of the County and there shall be no costs to Gloucester Township for this purpose; and

WHEREAS. The parties each agree that their mutual public purposes and their best interest will be promoted by the execution and delivery of this Temporary Work Easement; and

WHEREAS. All other terms of this Agreement between the parties shall be reviewed.

NOW THEREFORE BE IT RESOLVED, by the Township of Gloucester of the County of Camden that the proper Township officials be and are hereby authorized to execute all documents necessary to effect an agreement by and between the County and the Township of Gloucester for the purposes of construction a temporary 10 foot gravel access road along Gloucester Township property to access the Lakeland Pump Station as more fully described herein at no cost to the Gloucester Township and all costs shall be borne by the County.

Adopted: May 23, 2016

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
TOWNSHIP CLERK

FINAL

Prepared by: _____
JOSHUA A. FRIEDMAN,
ASST. COUNTY COUNSEL

TEMPORARY WORKING EASEMENT

This Deed of Temporary Working Easement (the "Easement") made, as of this _____day _____of, 2016 by and between the Township of Gloucester, whose address is 1261 Chews Landing Road, Clementon, New Jersey 08021 (mailing address: P.0. Box 8, Blackwood, New Jersey 08012) ("Grantor") and the County of Camden, a body politic and corporate of the State of New Jersey whose address is 520 Market Street, Camden, New Jersey 08102, and their successors and/or assigns ("Grantee"),

WHEREAS, Grantor wishes to giant and Grantee wishes to receive, certain tights of easement possession and use over, under and across Grantor's property, which is described in the attached exhibit as a ten (10) foot wide access road along Block 12301, Lt 4 belonging to the Grantor on the tax map of the Township of Gloucester (See drawn aerial description, Exhibit "A"), and

WHEREAS, Grantee wishes to utilize this portion of land for purposes of the installation of a temporary access road for vehicles of the CCMUA and/or the County to access the Lakeland pump station adjacent to the property, allowing said vehicles to exit from Woodbury-Turnersville Road (CR 707) and travel to the pump station over the Grantor's property (the "Easement area"); and

WHEREAS, by Resolution No 4, adopted March 17, 2016, the Board of Chosen Freeholders for the County of Camden authorized this temporary working easement by and between the Grantee and Grantor for the purposes contained herein; now therefore,

IN CONSIDERATION of the sum of ONE DOLLAR AND ZERO(CENTS ($1.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, covenants and restrictions are hereby made:

1. GRANT OF EASEMENT

a). Grantor grants to Grantee, its successors and assigns, a temporary working easement over, upon and across that portion of Grantor's property as described on the attached Exhibit for the purposes of constructing and maintaining a ten (10) foot wide and six (6) inch thick dense graded aggregate DGA gravel access road under, through and across the above described property.
b). The Easement conveyed herein shall vest temporary easement rights in Grantee, which easement rights shall not be superior to any interest or rights of Grantor and any other parties with respect to the use of the Easement Area.
c). The Easement conveyed herein shall continue until terminated by either party providing a 90

day written notice to the other of the intent to terminate, and or relocate the working easement area. If terminated, the Grantor will advise whether it wishes to assume control and ownership of the access road and the maintenance for same, or the Grantee will remove the temporary roadway.

d). The easement herein is not described by legal description, but rather by the portion of property as described herein as a portion of Block 12301 Lot 4 on the tax map of the Township of Gloucester, which prior to the recording of this Easement, is under the ownership, care, custody, and control of the Grantor. The portion affected is more accurately depicted in the attached exhibit

2. USE OF EASEMENT AREA

a). Grantor understands that Grantee will have the right of access to and ingress and egress across the Easement Area for any purpose associated with this Easement and for any further maintenance, repair and/or further improvements undertaken by Grantee thereon.
b). If any damage acorns to any remaining property of Grantor, if applicable, or any improvements thereon arising out of, related to, or as a consequence of any of Grantee's work in the Easement Area, Grantor will notify Grantee in wilting of the damage. Unless otherwise agreed to by the patties, Grantee will thereafter commence and diligently pursue repairing the damage within a reasonable time of receipt of the Grantor's notice, subject to Grantee fist obtaining any necessary approvals from the Camden County Board of Chosen Freeholders.
c). Grantor shall not construct, place or permit any building, fences, pavements, or structures 01 improvements in, under, through, over, 01 across the Easement Area, not cause or permit any material changes in grade 01 otherwise of or to the Easement Area.

3. DEFAULT

If either patty defaults under any provision of this Easement, in addition to any other remedies in law or equity, the non-defaulting party will be entitled to a) obtain specific performance or any other appropriate, equitable relief-, and/or b) in the case of incomplete repairs (section 2b herein), the non-defaulting party may complete the necessary repairs, and the defaulting party will promptly reimburse the non-defaulting party for the actual cost of the repairs.

4. INDEMNITY

To the extent permitted by law, the Grantee will hold harmless and indemnify the Grantor, their heirs, successors and assigns, against any and all claims, liability and costs (including, but not limited to, reasonable attorney's fees) for injuries to any person and/or damage to any property arising out of, in connection with, or as a result or consequence of Grantee's work in and/or use of the Basement Area,

5. RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burden, are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and

personal representatives of the parties, and shall not run with the land.

6. CONSTRUCTION

The rule of strict construction does not apply to this Easement This easement shall be given a reasonable construction so that the intention of the parties to convey the Easement from. Grantor to Grantee is carried out.

7. NOTICE

All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this Easement, and shall be deemed to have been given when placed in the mail. Any party may lodge written notice of a change of address.

8. ASSIGNMENT OF EASEMENT BY GRANTEE

Grantee may not assign, without Grantor's consent, its rights under this Easement.

9. GOVERNING LAW

This Deed of Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

10. OTHER RELEVANT AGREEMENTS

This Easement contains the entire understanding of the parties hereto with respect to the subject matter hereof. This Easement shall not be modified except by a written instrument signed by the party against whom enforcement is sought.

11. WARRANTY OF TITLE

Grantor generally warrants the rights, privileges and authority herein granted and conveyed and does further warrant that Grantee shall have quiet possession of the within Easement free and clear from all liens, claims and encumbrances and Grantor will execute and deliver to Grantee such further documents and assurance that may become necessary in connection therewith.

TO INDICATE THEIR CONSENT HERETO, Grantor and Grantee, or their authorized representatives or officers, have read and understood and have signed this document.

If a corporate entity, partnership or multiple member limited liability company is a party to this agreement, execution of this document has been authorized by resolution of the entity's corporate or business seal is affixed hereto.

[SIGNATURES APPEAR ON NEXT PAGE]

GRANTOR:
TOWNSHIP OF GLOUCESTER

_____
DAVID MAYER
MAYOR
ATTEST:

_____

GRANTEE:
COUNTY OF CAMDEN

_____
ROSS 0. ANGILELLA
COUNTY ADMINISTRATOR
ATTEST:

_____

STATE OF NEW JERSEY
SS:
COUNTY OF CAMDEN

I,_____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that ROSS G. ANGILELLA, Administrator for the County of Camden, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such authorized party and as the free and voluntary act of the County of Camden for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ 2016.

_____
My commission expires:

STATE OF NEW JERSEY
SS:
COUNTY OF CAMDEN

I, _____a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that David R. Mayor, Mayor of the Township of Gloucester, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that lie signed, sealed and delivered the said instrument as his free and voluntary act as such authorized party and as he free and voluntary act of the Township of Gloucester for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ 2016.

_____
My commission expires

R-16:05-158 **RESOLUTION AUTHORIZING THE TOWNSHIP OF GLOUCESTER TO ENTER INTO A COOPERATIVE PRICING AGREEMENT WITH THE CHERRY HILL COOPERATIVE PRICING SYSTEM – INDENTIFIER #37-CHCPS**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the TOWNSHIP OF CHERRY HILL, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services and non-commodity items; and

WHEREAS, pursuant to N.J.A.C. 5:34-7.5(f), the term of the Cooperative Pricing System will commence on May 12, 2016 and will terminate May 12, 2021 as approved by the Director of the Division of Local Government Services; and

WHEREAS, on May 23, 2016 the governing body of the TOWNSHIP OF GLOUCESTER, County of Camden, State of new Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services and non-commodity items.

NOW, THEREFORE, BE IT RESOLVED as follows:

TITLE

This resolution shall be known and may be cited as the Cooperative Pricing resolution of the TOWNSHIP OF GLOUCESTER.

AUTHORITY

Pursuant to the provisions of N.J.S.A. 40A:11-11(5). The MAYOR is hereby authorized to enter into a Cooperative Pricing agreement with the Lead Agency.

CONTRACTING UNIT

The lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

Adopted: May 23, 2016

ATTEST:

_____
President of Council

_____
Township Clerk

R-16:05-159 RESOLUTION AUTHORIZING EXECUTION OF SERVICE AGREEMENT WITH THE LOWEST RESPONSIBLE BIDDER FOR THE SUPPLY OF ELECTRICITY FOR RESIDENTIAL CUSTOMERS

Government Energy Aggregation

WHEREAS, the State of New Jersey has been engaged in a process to establish a competitive market place through deregulation and restructuring of the electric industry; and

WHEREAS, the Government Energy Aggregation Act of 2003 permits the Township of Gloucester to become a "Government Aggregator" in order to provide electric generation service, electric related service, gas supply service and/or gas related service for use by residential customers within the Municipality's geographic boundaries;

WHEREAS, the Gloucester Township Council finds that the best interests of the Township are served by entering into an agreement with the lowest responsible bidder, pursuant to Government Energy Aggregation Act, N.J.S.A. 40A-11-4.5 et seq. to aggregate the residential and small commercial retail electric loads located within the Township and to arrange for competitive electric supply to these retail electrical accounts; and

WHEREAS, the Township of Gloucester is a participating municipality with the nationally accepted Middlesex Regional National Co-op who has prepared and submitted appropriate bids pursuant to the Procurement Laws of the State of New Jersey for government energy aggregation,

WHEREAS, because electricity is a commodity for which supply bids typically are made each morning and expire the same day at the close of business, the Township must act promptly to accept any such desired bid in order to contractually guarantee a per kilowatt hour electric rate for its residential and small commercial customers; and

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

SECTION 1. The Business Administrator, Thomas Cardis of the Township of Gloucester, New Jersey, be and the same is hereby authorized to execute a service agreement with the lowest responsible bidder for the supply of electricity for residential customers, said execution and attestation to take place within the applicable time constraints required by the bidder; provided, however, that the energy price to be paid per kilowatt hour pursuant to the agreement must be, at minimum, less than the price to compare as published by the Board of Public Utilities currently in effect, resulting in savings for the Township's residential customers.

SECTION 2. This Resolution shall be effective immediately.

Adopted: May 23, 2016

ATTEST:

_____
President of Council

_____
Township Clerk